

# City of West Branch

~ A Heritage for Success ~

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**CITY COUNCIL MEETING AGENDA**  
**Monday, November 5, 2012 • 6:30 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 October 15, 2012 City Council Meeting.
  - b. Approve claims.
  - c. Approve Class C Beer license with Sunday Sales for Casey's Marketing Co. DBA Casey's General Store #2524.
  - d. Approve street closure on Main Street from Parkside to Downey on Sunday November 11, 2012 from 12:00 p.m. to 3:00 p.m. for the dedication of Appreciation Park.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
  - a. Councilperson O'Neil – Motion to reconsider the Second reading of Ordinance 701, amending Chapter 65 "Stop or Yield Required." /Move to action.
  - b. Second reading of Ordinance 701, amending Chapter 65 "Stop or Yield Required." /Move to action.
  - c. Resolution 1042, approving a development agreement with Lynch Excavating, Inc. on the former Cookson Community Center Property. /Move to action.
  - d. Resolution 1043, a resolution of intent to dispose of an interest in real property to Katharine Gaskill. /Move to action.
  - e. Accept the resignation of Nathan MacDougall. /Move to action.
  - f. Resolution 1044, hiring Alex Koch as a Police Officer for the City of West Branch, Iowa, setting the salary for the position for the fiscal year 2012-2013 and entering into an officer training reimbursement agreement. /Move to action.
  - g. Resolution 1045, obligating funds from the urban renewal tax revenue fund for the payment of annual appropriation tax increment financed obligations in fiscal year 2014. /Move to action.
  - h. Resolution 1046, ordering construction of certain public improvements, approving preliminary plans, and fixing a date for hearing thereon and taking of bids therefor. /Move to action.
7. City Staff Reports
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**

**October 15, 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, Police Chief Mike Horihan, Fire Chief Administrator Dick Stoolman, and City Engineer Dave Schechinger. Council members: Jordan Ellyson, Colton Miller, and Jim Oaks. Absent: Dan O'Neil and Mark Worrell.

**APPROVE AGENDA/CONSENT AGENDA**

- a) Approve minutes from the October 1, 2012 City Council Meeting.
- b) Approve minutes from the October 9, 2012 City Council Work Session.
- c) Approve claims.

Motion by Miller to amend the agenda to move item 6a to follow 6g on the agenda, second by Ellyson. AYES: Miller, Ellyson and Oaks. Absent: O'Neil and Worrell. Motion carried.

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

Date 10-15-12	City Of West Branch	
	Claims Register Report	
Aero Rental Inc	Library - Supplies	41.75
Alert-All Corp	Fire - Supplies	553.00
All American Concrete Inc	Streets - Ms Access Rd Project	18,765.68
Alliant Energy	Various Depts - Utilities	7,812.54
Amazon	Library - Books & Supplies	474.22
Baker & Taylor Inc.	Library - Books	1,210.48
Barron Motor Supply	Streets/Police - Supplies	438.08
BDC Building Inspection	Admin - Bldg Inspections Sept	451.50
Bean & Bean	Cemetery - Grave Openings	2,000.00
Big Country Seeds Inc	Streets -Ms Project Grass Seed	193.00
Big Timber Excavating	Streets-Oliphant Sidewalk Proj	487.23
Bluetarp Financial Inc	Sewer - Hearing Protection	54.90
Blue Cross Blue Shield	Insurance	993.35
BP Amoco	Fire/Police/Water - Fuel	1,590.12
Business Radio Sales	Fire - Service Pagers	260.52
Cedar Co Sheriff's Office	Police - Papers Served	78.27
Cedar County Cooperative	Water - Diesel Fuel	905.00
Cedar County Public Health	Various Depts - Flu Shots	250.00
Cedar County Recorder	Legal- Document Fees	56.00
Cedar Rapids Photo Copy	Library - Service	96.96
Centurion Technologies Inc	Library - Smart Shields	231.00
Communications Engineering	Police - Service Radio	960.00
Community State Bank	Fire Dept Expansion Loan Pmt	8,364.57
Conell, Dalton	P&R - Fball Referee	80.00
Cook, Cole	Park& Rec - Flag Fball Referee	80.00
Croell Redi-Mix Inc	Streets - Gazebo & Ms Project	1,743.75
Culligan Water	Fire - Water Cond Rental	32.95
Cy Frommelt	Streets - Tree Trimming	5,805.00
Dave's Welding & Repair	Streets - Filter	23.71
Demco	Library - Easels	95.16
Deweys Jack & Jill	Library/Sewer - Supplies	21.86

Dusty's Precision Auto	Police - Tires Charger	268.16
East Cent Intergovt Asn.	Comp Plan - August 2012 Exp	75.00
Econo Signs LLC	Streets - Signs	302.18
EFTPS	Federal Withholdings	4,611.01
Financial Adjustment Bureau	Library - Service	2.61
Galls -- An Aramark Co	Police - Equipment For Car	1,045.60
General Pest Control	Library - Service	70.00
Gierke-Robinson Company	Streets/Water/Sewer - Supplies	3,317.56
Goodale, Matthew	Water - Reimb For Supplies	4.52
Gould, Mike	P&R - Fball Referee	40.00
Greatamerica Leasing Corp	Admin - Copier Contract	252.06
Hansen Asphalt	Streets - Paving Ms Project	20,439.25
Harry's Custom Trophies	Park & Rec - Supplies	240.00
Hawkins Water Treatment	Water - Azone 15	1,487.50
Iowa City Press-Citizen	Admin - Admin Asst. Ad	390.23
Iowa DNR	Water-Fy13 Annual Water Fee	66.00
Iowa Insurance Division	Cemetery - Fy12 Annual Report	30.00
Iowa Law Enforcement Academy	Police - Training	280.00
Iowa Network Services Inc	Admin - Website Hosting	26.99
Iowa One Call	Water/Sewer - Service	27.90
IPERS	Ipers	3,412.44
Johnson County Refuse Inc.	Recycling - Sept 2012	3,606.06
Kilpatrick, Judy	Dtn Refund	100.00
Kingdom Graphics LLC	P&R/Comm - T-Shirts & Sign	675.00
Kober, Alice	P&R - Vball Referee	40.00
Kyillingstad, Maria	P&R - Vball Referee	50.00
L. L. Pelling Co. Inc	Streets - Trail Project	16,266.25
Lacina, Cole	P&R - Fball Referee	40.00
Lease Consultants Corp	Library - Copier Lease	59.00
Liberty Communications	Various Depts - Phone Service	1,130.55
Linn County R.E.C.	Streets - Utilities	102.00
Luneckas, Lexi	P&R - Vball Referee	40.00
Luneckas, Trystin	P&R - Vball Referee	40.00
Lynch's Plumbing Inc	Water - Service & Repairs	2,204.60
Main Street West Branch	Econ Dev - Main Street	6,000.00
Mathews, Mari	Utility Refund Dep.	29.06
Mediacom	Admin - Service	40.90
Menards	Streets - Supplies	70.80
Midwest Janitorial Service	Lib/Admin/Th/Police -Cleaning	637.00
Midwest Radar & Equipment	Police - Service	120.00
Muckler, Matt	Admin-Postage For Adm Letters	22.50
Nagle Lumber Company	Streets - Hardboard Siding	175.60
Nauman Sod Farms	Streets - Ms Project Sod	80.00
Olson, Kevin D.	Legal Services For Oct 2012	1,500.00
Parkside Service	Fire/Streets - Service & Supplies	209.15
PDT Services	Fire - Service	126.18
Payroll Expense 10-15-12	Payroll 10-15-12	23,148.27
Peden, Shanelle M.	Cable - Videotaping	100.00
Pitney Bowes	Admin/Water/Sewer - Postage	500.00
Plato Electric LLC	Streets - Service	40.00
Plunkett's Pest Control	Admin - Service	91.52
Port 'O' Jonny Inc.	P&R/Cemetery - Service	291.52
Postmaster	Admin -Postage For Water Bills	301.60
Poula, Heather	P&R - Vball Referee	40.00
Qc Analytical Services LLC	Sewer - Testing	552.00
Quill Corp	Library - Supplies	79.47
RK Dixon	Admin - Blk & Wht Copies	260.93
Schimberg Co	Streets/Water - Supplies	780.00
Silva, Anthony & Teri	Utility Refund Dep.	36.51
Sprint	Police - Service	179.97
State Hygienic Lab	Water - Testing	40.00
Thein Motor Sales	Police - Service 08 Dodge	183.00

Tipton Conservative	Legal - Admin Asst Ad	30.80
Treasurer State Of Iowa	State W/H Tax	922.00
Tumbleweed Press Inc	Library - Subscription	200.00
Uniform Den Inc.	Police - Uniforms	787.85
UPS	Sewer - Shipping	48.90
US Cellular	Various Depts - Phone Service	552.85
US Foods	P&R - Soup For Soup Supper	252.05
Veenstra & Kimm Inc.	Various Eng. For Projects	10,937.27
Walmart	Library - Supplies	224.55
Wellmark BC/BS	Flex	513.33
Wenndt, Joe	Fire - October Fire Training	150.00
West Branch Comm. Schools	Park & Rec - Facility Gym Use	562.50
West Branch Repairs	Police/Fire/Streets - Service	828.75
West Branch Times	Legal - Publications	673.66
White Cap Construction	Water - Supplies	582.64
Wright Express FSC	Police - Fuel	375.72
	Grand Total	168,171.92
Fund Totals		
001 General Fund		74,337.12
022 Civic Center		490.37
031 Library		8,143.14
110 Road Use Tax		49,718.23
112 Trust And Agency		3,163.75
226 Go Debt Service		8,364.57
600 Water Fund		13,589.72
610 Sewer Fund		10,365.02
Grand Total		168,171.92

#### **COMMUNICATIONS/OPEN FORUM**

Curtis Fountain, 314 W. Orange Street, complained about the Middle School Project, specifically about an area of grass that he felt was not replanted properly, the placement of the curb cut which allows him access to his yard and that the project was not completed in August. He also claimed that one of his lot pins was disturbed as a result of the project. Muckler explained that City Engineer Dave Schechinger had met with Fountain on his property prior to construction of the project and that Public Works Director Goodale had spent at least eight or nine hours talking to Mr. Fountain about the project during construction. Councilperson Ellyson requested that Fountain submit all of his complaints in writing so that the Council could ensure that these items were properly addressed.

Bob Champagne, 315 East Main, discussed the City's site plan ordinance and Chapter 160 of the City Code and stated that he should not be bound by the site plan ordinance for construction of a roof on his property.

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

Second reading of Ordinance 701, amending Chapter 65 "Stop or Yield Required."/Move to action. Motion by Miller, second by Ellyson to approve Second Reading of Ordinance 701. AYES: Miller and Ellyson. NAYES: Oaks. Absent: O'Neil and Worrell. Motion failed.

Third reading of Ordinance 703, amending Chapter 91 "Water Meters."/Move to action.

Motion by Ellyson, second by Miller to approve Third Reading of Ordinance 703. AYES: Ellyson, Miller and Oaks. Absent: O'Neil and Worrell. Motion carried.

#### **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 15th day of October, 2012.

First Reading: September 17, 2012  
Second Reading: October 1, 2012  
Third Reading: October 15, 2012

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

Attest:

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

Third reading of Ordinance 704, amending Chapter 63 "Speed Regulations." / Move to action.

Motion by Ellyson, second by Miller to approve Second Reading of Ordinance 704. AYES: Ellyson, Miller and Oaks. Absent: O'Neil and Worrell. Motion carried.

**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 15th day of October, 2012.

First Reading: September 17, 2012  
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\_\_\_\_\_  
Don Kessler, Mayor

Attest:

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

Resolution 1037, approving service agreement with Kid Again Inflatable Fun Shows in connection with the 2013 Hoover's Hometown Days Celebration in the amount of \$9,500./Move to action.

Muckler reported that the deposit amount has been reduced from \$4,750 to \$3,200.

Motion by Miller, second by Ellyson to approve Resolution 1037. AYES: Miller, Ellyson and Oaks. Absent: O'Neil and Worrell. Motion carried.

Resolution 1039, approving that certain agreement in connection with the Lift Station and Force Main Improvements 2011 Project./Move to action.

Muckler introduced Katharine Gaskill to the Council and stated that she would be available for any questions.

Motion by Miller, second by Ellyson to approve Resolution 1039. AYES: Miller, Ellyson and Oaks. Absent: O'Neil and Worrell. Motion carried.

Resolution 1041, hiring Jennifer Harden as the Administrative Assistant for the City of West Branch, Iowa and setting the salary for the position for the fiscal year 2012-2013./Move to action.

Muckler introduced Jennifer Harden to the Council. He stated that there were fifty-seven applicants for the position and that Jennifer Harden was his recommendation for the position.

Motion by Ellyson, second by Miller to approve Resolution 1041. AYES: Ellyson, Miller and Oaks. Absent: O'Neil and Worrell. Motion carried.

Main Street West Branch President Becky Frederick and Program Director Mackenzie Krob – Main Street Update. Krob stated that Main Street is focused on several areas, including Appreciation Park, Heritage Square, a new website, new marketing materials, business lunches and planning for The Healthy Lifestyle Festival and Christmas Past Weekend. The mayor thanked Krob for her work as Program Director.

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

The Mayor congratulated Jennifer Harden on her appointment.

#### **CITY STAFF REPORTS**

Public Works Director Matt Goodale provided project updates on the following projects: 1) Middle School Access Road Improvements, 2) Oliphant Street Sidewalk Project, 3) Hoover Trail Resurfacing, and 4) Heritage Square.

City Administrator Matt Muckler – Green Street/Wapsi Creek Park Plan. Muckler briefed the Council on the drawing produced by Veenstra & Kimm concerning the Wapsi Creek Park parking plan. Roy Lewis stated that he was happy with the plan and that he would work with staff to resolve some minor remaining issues.

#### **ADJOURNMENT**

Motion to adjourn meeting by Miller, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 7:40 p.m.

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Don Kessler, Mayor

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

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BLUE CROSS BLUE SHIELD	10/26/12	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	60.76
	10/26/12	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	60.76
	10/26/12	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	536.53
	10/26/12	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	536.53
	10/26/12	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	10/26/12	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	10/26/12	DENTAL INSURANCE	LIBRARY	NON-DEPARTMENTAL	15.19
	10/26/12	DENTAL INSURANCE	LIBRARY	NON-DEPARTMENTAL	15.19
	10/26/12	HEALTH INSURANCE	LIBRARY	NON-DEPARTMENTAL	178.84
	10/26/12	HEALTH INSURANCE	LIBRARY	NON-DEPARTMENTAL	178.84
	10/26/12	HEALTH INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	2,145.98
	10/26/12	DENTAL INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	136.52
	10/26/12	LIFE INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	9.45
	10/26/12	DENTAL INSURANCE	TRUST AND AGENCY	ROADS & STREETS	613.98
	10/26/12	HEALTH INSURANCE	TRUST AND AGENCY	ROADS & STREETS	35.39
	10/26/12	DENTAL INSURANCE	TRUST AND AGENCY	ROADS & STREETS	4.11
	10/26/12	LIFE INSURANCE	TRUST AND AGENCY	ROADS & STREETS	1,311.43
	10/26/12	HEALTH INSURANCE	TRUST AND AGENCY	LIBRARY	80.89
	10/26/12	DENTAL INSURANCE	TRUST AND AGENCY	LIBRARY	6.30
	10/26/12	LIFE INSURANCE	TRUST AND AGENCY	LIBRARY	476.88
	10/26/12	HEALTH INSURANCE	TRUST AND AGENCY	PARK & RECREATION	55.63
	10/26/12	DENTAL INSURANCE	TRUST AND AGENCY	PARK & RECREATION	3.15
	10/26/12	LIFE INSURANCE	TRUST AND AGENCY	PARK & RECREATION	613.98
	10/26/12	DENTAL INSURANCE	TRUST AND AGENCY	CEMETERY	35.37
	10/26/12	LIFE INSURANCE	TRUST AND AGENCY	CEMETERY	3.46
	10/26/12	HEALTH INSURANCE	TRUST AND AGENCY	CEMETERY	417.27
	10/26/12	DENTAL INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	27.81
	10/26/12	LIFE INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	4.09
	10/26/12	DENTAL INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	7.59
	10/26/12	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	7.59
	10/26/12	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	89.42
	10/26/12	LIFE INSURANCE	WATER FUND	NON-DEPARTMENTAL	89.42
	10/26/12	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	89.42
	10/26/12	DENTAL INSURANCE	WATER FUND	WATER OPERATING	727.26
	10/26/12	HEALTH INSURANCE	WATER FUND	WATER OPERATING	44.24
	10/26/12	LIFE INSURANCE	WATER FUND	WATER OPERATING	3.63
	10/26/12	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	7.60
	10/26/12	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	7.60
	10/26/12	LIFE INSURANCE	SEWER FUND	NON-DEPARTMENTAL	89.42
	10/26/12	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	89.42
	10/26/12	DENTAL INSURANCE	SEWER FUND	SEWER OPERATING	727.25
	10/26/12	HEALTH INSURANCE	SEWER FUND	SEWER OPERATING	44.23
	10/26/12	LIFE INSURANCE	SEWER FUND	SEWER OPERATING	3.61
				TOTAL:	9,518.61
CEDAR RAPIDS PHOTO COPY INC	10/19/12	LIBRARY - SERVICE	LIBRARY	LIBRARY	38.41
	10/19/12	LIBRARY - SERVICE	LIBRARY	LIBRARY	111.60
				TOTAL:	150.01
COMMUNITY STATE BANK	11/01/12	DEBT SERVICE -LAWSUIT LOAN GO DEBT SERVICE	BONDING	BONDING	10,826.39
	11/01/12	DEBT SERVICE -LAWSUIT LOAN GO DEBT SERVICE	BONDING	BONDING	7,566.63
				TOTAL:	18,393.02
COMPLETE PROPERTY MAINTENANCE SERVICES	11/01/12	STREETS -OLIPHANT ST SIDEW GENERAL FUND	ROADS AND STREETS	ROADS AND STREETS	12,493.00
				TOTAL:	12,493.00
EFTPS	10/26/12	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,063.74

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/26/12	SOCIAL SECURITY WITHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	541.28
	10/26/12	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	186.84
	10/26/12	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	254.58
	10/26/12	SOCIAL SECURITY WITHHOLDI	LIBRARY	NON-DEPARTMENTAL	144.23
	10/26/12	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	49.80
	10/26/12	FEDERAL WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	7.95
	10/26/12	SOCIAL SECURITY WITHHOLDI	ROAD USE TAX	NON-DEPARTMENTAL	4.79
	10/26/12	MEDICARE WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	1.65
	10/26/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	312.19
	10/26/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	73.00
	10/26/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	ROADS & STREETS	143.88
	10/26/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	33.65
	10/26/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	LIBRARY	212.91
	10/26/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	49.80
	10/26/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	PARK & RECREATION	69.94
	10/26/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	16.36
	10/26/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	CEMETERY	115.25
	10/26/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	26.95
	10/26/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	164.79
	10/26/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	38.55
	10/26/12	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	194.83
	10/26/12	SOCIAL SECURITY WITHHOLDI	WATER FUND	NON-DEPARTMENTAL	95.82
	10/26/12	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	33.09
	10/26/12	SOCIAL SECURITY WITHHOLDI	WATER FUND	WATER OPERATING	141.47
	10/26/12	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	33.10
	10/26/12	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	194.84
	10/26/12	SOCIAL SECURITY WITHHOLDI	SEWER FUND	NON-DEPARTMENTAL	95.83
	10/26/12	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	33.10
	10/26/12	SOCIAL SECURITY WITHHOLDI	SEWER FUND	SEWER OPERATING	141.50
	10/26/12	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	33.07
				TOTAL:	4,508.78
	10/19/12	PARK & REC - FBALL CONCESS	GENERAL FUND	PARK & RECREATION	77.14
				TOTAL:	77.14
IPERS	10/30/12	IPERS	GENERAL FUND	NON-DEPARTMENTAL	497.91
	10/30/12	IPERS	GENERAL FUND	NON-DEPARTMENTAL	485.67
	10/30/12	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	371.70
	10/30/12	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	373.01
	10/30/12	IPERS	LIBRARY	NON-DEPARTMENTAL	198.94
	10/30/12	IPERS	LIBRARY	NON-DEPARTMENTAL	209.69
	10/30/12	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	7.28
	10/30/12	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	6.60
	10/30/12	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	558.09
	10/30/12	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	560.06
	10/30/12	IPERS	TRUST AND AGENCY	ROADS & STREETS	207.48
	10/30/12	IPERS	TRUST AND AGENCY	ROADS & STREETS	205.40
	10/30/12	IPERS	TRUST AND AGENCY	LIBRARY	298.42
	10/30/12	IPERS	TRUST AND AGENCY	LIBRARY	314.54
	10/30/12	IPERS	TRUST AND AGENCY	PARK & RECREATION	139.38
	10/30/12	IPERS	TRUST AND AGENCY	PARK & RECREATION	116.46
	10/30/12	IPERS	TRUST AND AGENCY	CEMETERY	168.66
	10/30/12	IPERS	TRUST AND AGENCY	CEMETERY	165.37
	10/30/12	IPERS	TRUST AND AGENCY	CLERK & TREASURER	242.25
	10/30/12	IPERS	TRUST AND AGENCY	CLERK & TREASURER	251.14
	10/30/12	IPERS	WATER FUND	NON-DEPARTMENTAL	144.46

HY-VBE ACCOUNTS RECEIVABLE

IPERS

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/30/12	IPERS	WATER FUND	NON-DEPARTMENTAL	141.59
	10/30/12	IPERS	WATER FUND	WATER OPERATING	216.71
	10/30/12	IPERS	WATER FUND	WATER OPERATING	212.40
	10/30/12	IPERS	SEWER FUND	NON-DEPARTMENTAL	144.47
	10/30/12	IPERS	SEWER FUND	NON-DEPARTMENTAL	141.59
	10/30/12	IPERS	SEWER FUND	SEWER OPERATING	216.69
	10/30/12	IPERS	SEWER FUND	SEWER OPERATING	212.40
				TOTAL:	6,808.36
JOHN DEERE FINANCIAL	11/01/12	SEWER - UNIFORMS	SEWER FUND	SEWER OPERATING	109.99
				TOTAL:	109.99
KID AGAIN INFLATABLE FUN SHOWS	10/19/12	COMM&CULT-2013 HHTD EVENT	GENERAL FUND	COMM & CULTURAL DEVEL	3,200.00
				TOTAL:	3,200.00
MEDIACOM	10/19/12	ADMIN - SERVICE	GENERAL FUND	CLERK & TREASURER	40.90
				TOTAL:	40.90
MISCELLANEOUS V DALTON GRELL	10/19/12	DALTON GRELL:FBALL REFEREE	GENERAL FUND	PARK & RECREATION	80.00
				TOTAL:	80.00
PITNEY BOWES INC	10/19/12	ADMIN- INK FOR POSTAGE MAC	GENERAL FUND	CLERK & TREASURER	302.16
				TOTAL:	302.16
RUMMELLS FARMS INC.	11/01/12	SEWER - EASEMENT AGREEMENT	SEWER FUND	SEWER OPERATING	12,621.00
				TOTAL:	12,621.00
RUSSELL, MELISSA	10/19/12	P&R-REIMB FOR NO SCHOOL TR	GENERAL FUND	PARK & RECREATION	140.00
				TOTAL:	140.00
SPRINGDALE AGENCY	11/01/12	TORT LIAB - INS FOR FORD E TORT LIABILITY		POLICE OPERATIONS	256.00
	11/01/12	FIRE - FIRE PAK INS RENEWA TORT LIABILITY		FIRE OPERATION	12,775.00
	11/01/12	TORT LIAB - INS FOR FORD E TORT LIABILITY		CLERK & TREASURER	223.00
				TOTAL:	13,254.00
TREASURER STATE OF IOWA	10/26/12	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	610.80
	10/26/12	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	604.80
	10/23/12	UNCLAIMED PROP - VOID CHEC	GENERAL FUND	PARK & RECREATION	30.00
	10/26/12	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	93.00
	10/26/12	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	99.00
	10/26/12	STATE WITHHOLDING TAX	ROAD USE TAX	NON-DEPARTMENTAL	8.04
	10/26/12	STATE WITHHOLDING TAX	ROAD USE TAX	NON-DEPARTMENTAL	1.36
	10/26/12	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	105.08
	10/26/12	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	104.92
	10/22/12	SALES TAX PAYMENT SEPT 201	WATER FUND	WATER OPERATING	2,022.09
	10/23/12	UNCLAIMED PROP - VOID CHEC	WATER FUND	WATER OPERATING	171.55
	10/26/12	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	105.08
	10/26/12	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	104.92
	10/22/12	SALES TAX PAYMENT SEPT 201	SEWER FUND	WATER OPERATING	347.91
				TOTAL:	4,408.55
WELLMARK BLUECROSS BLUESHIELD	10/26/12	DEPENDANT CARE FLEX	GENERAL FUND	NON-DEPARTMENTAL	104.17
	10/26/12	MEDICAL REIMBURSEMENT FLEX	GENERAL FUND	NON-DEPARTMENTAL	267.50
	10/26/12	DEPENDANT CARE FLEX	WATER FUND	NON-DEPARTMENTAL	52.08
	10/26/12	MEDICAL REIMBURSEMENT FLEX	WATER FUND	NON-DEPARTMENTAL	18.75
	10/26/12	DEPENDANT CARE FLEX	SEWER FUND	NON-DEPARTMENTAL	52.08

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/26/12	MEDICAL REIMBURSEMENT FLEX SEWER FUND	SEWER FUND	NON-DEPARTMENTAL	18.75
				TOTAL:	513.33
**PAYROLL EXPENSES	10/22/2012 - 10/26/2012		GENERAL FUND	POLICE OPERATION	5,453.32
			GENERAL FUND	ROADS AND STREETS	2,254.91
			GENERAL FUND	PARK & RECREATION	1,343.20
			GENERAL FUND	CEMETERY	1,907.67
			GENERAL FUND	CLERK & TREASURER	2,896.78
			LIBRARY	LIBRARY	3,627.98
			ROAD USE TAX	ROADS & STREETS	114.24
			WATER FUND	WATER OPERATING	2,449.65
			SEWER FUND	SEWER OPERATING	2,449.63
				TOTAL:	22,497.38
===== FUND TOTALS =====					
001		GENERAL FUND	36,537.08		
031		LIBRARY	5,215.29		
036		TORT LIABILITY	13,254.00		
110		ROAD USE TAX	151.91		
112		TRUST AND AGENCY	10,466.21		
226		GO DEBT SERVICE	18,393.02		
600		WATER FUND	7,106.74		
610		SEWER FUND	17,991.98		
GRAND TOTAL:			109,116.23		

ORDINANCE NO. 701

AN ORDINANCE AMENDING CHAPTER 65 "STOP OR YIELD REQUIRED."

WHEREAS, the West Branch City Council finds it in the best interest of the residents of the West Branch to have two stop signs installed on Oliphant Street at the intersection of Main Street for westbound and eastbound traffic to provide for the safety of the West Branch Community.

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 the City Council of West Branch, Iowa by adding the following language to Title, "TRAFFIC AND VEHICLES", Chapter 65, "STOP OR YIELD REQUIRED", Section 65.02, STOP REQUIRED.

56. Main Street on both the east and west approach to its intersection with Oliphant 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 5th day of November, 2012.

First Reading:       October 1, 2012  
Second Reading:     November 5, 2012  
Third Reading:

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

ATTEST:

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

RESOLUTION NO. 1042

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH LYNCH EXCAVATING, INC. ON THE FORMER COOKSON COMMUNITY CENTER PROPERTY.

WHEREAS, the City Council has determined that the former Cookson Community Center Property is not appropriate for the provision of future Park & Recreation services to the citizens of the City of West Branch; and

WHEREAS, the City Council adopted Resolution 956 on October 3, 2011, a resolution of intent to dispose of an interest in real property generally referred to as the former Cookson Community Center; and

WHEREAS, the City Council adopted Resolution 957 on October 17, 2011, a resolution approving the disposal of the former Cookson Community Center and directing the administration to solicit sealed bids for the property; and

WHEREAS, City staff has been actively working with the Iowa Health Care Association, Main Street West Branch and potential investors over the past several months to market the property in anticipation of a sealed bid process; and

WHEREAS, City staff had been approached by Blue Sky Developers who expressed interest in examining the feasibility of a multi-family housing development on the Cookson Community Center property; and

WHEREAS, the multi-family housing development would have included the renovation of the Cookson Center building; and

WHEREAS, Blue Sky Developers requested and were provided an exclusive negotiating period with the City of West Branch on the property, as Blue Sky Developers expended time and funds to examine the feasibility of the development; and

WHEREAS, Blue Sky Developers completed the feasibility of a multi-family housing development which included the renovation of the Cookson Center building and determined that such a project is not feasible; and

WHEREAS, Blue Sky Developers provided a letter to the City of West Branch voluntarily ending this exclusive negotiating period; and

WHEREAS, the West Branch City Council discussed the solicitation of sealed bids for the former Cookson Community Center at the regular Council Meeting held on August 6, 2012; and

WHEREAS, the majority of the West Branch City Council at the August 6, 2012 Council Meeting directed staff to proceed with the sealed bid process to include online advertisements; and

WHEREAS, staff proceeded with the sealed bid process including online advertisements and accepted sealed bids until September 14, 2012; and

WHEREAS, two sealed bids, one from Blue Sky Developers and one from Lynch Excavating, Inc., were received by the deadline; and

WHEREAS, both proposals were distributed to the City Council at the September 17, 2012 Council Meeting and discussed at the October 1, 2012 Council Meeting; and

WHEREAS, Blue Sky Developers withdrew their sealed bid on Tuesday September 18, 2012; and

WHEREAS, the West Branch City Council is interested in moving forward with Lynch Excavating, Inc. with an agreement that would allow Lynch Excavating, Inc. to develop the property as one and two-family dwellings; and

WHEREAS, the West Branch City Attorney has drafted a development agreement with Lynch Excavating, Inc. for the consideration of the West Branch City Council; and

WHEREAS, Lynch Excavating, Inc. has reviewed and is in agreement with the development agreement; and

WHEREAS, it is now necessary to approve said development agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned development agreement with Lynch Excavating, Inc. is hereby accepted.

Passed and approved this 5<sup>th</sup> day of November, 2012.

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Don Kessler, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

## **DEVELOPMENT AGREEMENT**

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, hereafter as the "City"; and Lynch Excavating, Inc., hereafter referred to as the "Developer."

WHEREAS, the City is the current owner of that certain property generally referred to as the "Cookson Property", said property being legally described as attached hereto on Exhibit "A" (the "Property"); and

WHEREAS, the City solicited bids for the redevelopment of the Property after public notice and received sealed bids for the Property; and

WHEREAS, the Developer has submitted the bid that has been selected by the City Council for the redevelopment of the Property; and

WHEREAS, it is now necessary to outline the terms of the redevelopment of the Property in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **Acquisition of the Property.**

1. The Developer has agreed to pay to the City, upon a showing of marketable title to the Developer, and the City has agreed to sell to Developer, the Property for a Purchase Price of Five thousand dollars (\$5,000.00), payable as follows:
  - a. \$1,000 upon execution of the Agreement;
  - b. \$4,000 at the closing;
  - c. Developer shall also pay the City's closing costs, including, but not limited to abstracting and recording fees, up to \$2,500.
2. The closing shall occur no later than December 31, 2012.
3. The City, upon the showing of marketable title and payment by Developer to the City of the Purchase Price of \$5,000, shall convey the Property to the Developer via Quit Claim Deed.
4. The Developer expressly acknowledges that it is taking the Property from the City "AS, IS" and the Developer shall indemnify and hold the City harmless from any condition on the Property, except for any injury, loss or damage, claim or cause of action that has accrued against the City prior to the date of the conveyance of Property to Developer.

### **Demolition of the Building**

1. Within 90 days of the Closing, the Developer shall demolish and haul away the former Cookson Home building on the Property. In the event that weather or other temporary physical conditions prevent Developer from initiating or completing the demolition and hauling, Developer shall not be deemed in violation of this Agreement and shall be granted 90 additional days to complete such work.
2. In conducting its demolition, the Developer is required to strictly comply with all federal, state and local law, regulation or ordinance regarding the demolition of buildings.
3. The Developer shall indemnify and hold the City harmless from any and all claims regarding the Developer's demolition of the former Cookson Home, except for any injury, loss or damage, claim or cause of action that has accrued against the City prior to the date of the conveyance of Property to Developer.

### **Development of the Property**

1. The Developer acknowledges that the Property is currently zoned R-2 and the Developer will not submit application to rezone the Property, other than to an R-1 designation.
2. Within 180 days of the execution of this Agreement, and after the Cookson Home has been demolished, the Developer shall submit a proposed plat to the City for its review in the normal course.
3. In platting the Property, the Developer shall dedicate to the City right-of-way for the extension of Second Street. Said dedication will occur upon approval of the Final Plat and recording of the Plat with the Cedar County Recorder.
4. Once the City Council has approved the Final Plat for the entire Property, the City shall issue and record a Certificate of Completion, in a similar form to Exhibit "B" attached hereto. All costs of recording the Certificate of Completion shall be paid by the Developer.
5. The Developer is responsible for the cost and installation of all public improvements as required by the West Branch Code of Ordinances.
6. The Developer or its assigns and successors, shall obtain a building permit within one year of the execution of the Agreement for the construction of an allowed residential use.

7. Developer shall not transfer the Property, or any part thereof, prior to obtaining a Certificate of Completion unless it becomes legally impossible for Developer to complete the work, or the completion of the development is precluded due to an occurrence that is beyond the control of the Developer.

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

**DEVELOPER:**  
**Lynch Excavating, Inc.**

**CITY:**  
**City of West Branch, Iowa**

\_\_\_\_\_

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

ATTEST:

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

**COOKSON MEMORIAL HOME, INC.**

**Legal Description**

Commencing at a point 74 feet South of the Southwest corner of Block 31, West Branch, Cedar County, Iowa; thence South 148 feet and 5 inches; thence East 913 feet and 6 inches; thence north 238 feet and 5 inches; thence west 649 feet and six inches; thence south 90 feet; thence west 264 feet to the place of beginning, except the following:

1. The W 60' of a parcel of land described as Commencing at a point 74 feet south of the southwest corner of Block 31, Town of West Branch, Cedar County, Iowa; thence south 148 feet and 5 inches; thence east 913 feet and 6 inches; thence north 238 feet and 5 inches; thence west 649 feet and 6 inches; thence south 90 feet; thence west 264 feet to the place of beginning. The intent of this description is to cover all of the above described property lying westerly of a line 60 ft. normally distant easterly from and parallel to the centerline of County Trunk Road "D". Said parcel contains 0.09 acres, more or less, exclusive of the present established road along the west side thereof.

2. A parcel of land uniformly twenty-four (24) feet in width lying adjacent to and southerly of the south line of the sixteen (16) foot alley along the south side of Block Two (2) of the Sub-division of Lot B of the Town of West Branch, Cedar County, Iowa; bounded on the West by the West line of First Street and on the East by the East line of Second Street.

3. Begin Sixteen (16) feet North of the Southwest corner of Block Thirty-one (31) Cook's Division to Cameron, now West Branch, Cedar County, Iowa; thence East One Hundred Thirty-two (132) feet; thence South Two Hundred Thirty-eight (238) feet Five (5) inches; thence West to the tract deeded to the Iowa State Highway Commission by deed recorded in Book 85, page 232, Cedar County Records One Hundred Five (105) feet; thence North along said Iowa State Highway Commission tract One Hundred Forty-eight (148) feet Five (5) inches; thence West to the right of way to Downy Street or its extension, twenty-seven (27) feet; thence North Ninety (90) feet to the point of beginning, all in Section Eight (8) Township Seventy-nine (79) North, Range Four (4) West of the Fifth Principal Meridian.

4. Lot 1 of Lot C located in the Southwest Quarter of the Northwest Quarter of Section 8, Township 79 North, Range 4, West of the 5<sup>th</sup> Principal Meridian, West Branch, Cedar County, Iowa, as shown in Plat Book H on page 186.

5. Parcel H located in the Southwest Quarter of the Northwest Quarter of said Section 8 Township 79 North Range 4 West of the 5<sup>th</sup> Principal Meridian, West Branch, Cedar County, Iowa, as shown in Plat Book H on page 185.

RESOLUTION NO. 1043

RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY TO KATHARINE GASKILL.

WHEREAS, the City and Katharine Gaskill ("Gaskill") have entered into an easement agreement for the City of West Branch Lift Station Project; and

WHEREAS, part of the compensation for the easement is the conveyance of a small parcel of land to Gaskill via Quit Claim Deed; and

WHEREAS, said parcel is of no use by the City and can be returned to the tax rolls.

WHEREAS, Section 364.7 of the Code of Iowa requires a public hearing prior to the disposal of an interest in real property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that a public hearing will be held at 6:30 o'clock p.m. on Monday, November 19, 2012 at City Hall. Further, the City Clerk is hereby directed to publish a public hearing notice in the West Branch Times as required by law.

Passed and approved this 5<sup>th</sup> day of November, 2012.

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

ATTEST:

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the City Council of the City of West Branch, Iowa, at 6:30 o'clock p.m. at City Hall, November 19, 2012, for the purposes of disposing of an interest in real property to Katharine Gaskill. As part of an easement agreement with Katharine Gaskill, the City as compensation for the easement, has agreed to transfer a parcel of property to Katharine Gaskill.

At the hearing, the public is invited to make comment on the proposal to dispose of said interest in real property as partial compensation for said easement agreement.

Further information about said proposed disposal may be obtained by contacting the City Clerk

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Matt Muckler, City Clerk  
at the direction of the City Council

Nathan MacDougall

Police Officer

West Branch, Iowa

17OCT2012

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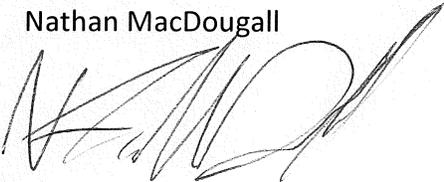
Dear Chief Horihan,

Please accept this as my formal resignation from the position of police officer effective November 15 2012.

I want to make known the fact that the department, my superiors, and the city of West Branch have nothing to do with my decision to move on. I have been treated very well by everyone I have interacted with since signing with the department and have nothing but good things to say about the city and the police department. My reason for leaving is that police work is just not meant for me. I feel that I should not have gotten out of the military and that is what is drawing me back in. Thank you for the opportunity to work for the city of West Branch and I apologize for the inconvenience.

Sincerely,

Nathan MacDougall

A handwritten signature in black ink, appearing to read 'N. MacDougall', written in a cursive style.

**RESOLUTION 1044**

A RESOLUTION HIRING ALEX KOCH AS A POLICE OFFICER FOR THE CITY OF WEST BRANCH, IOWA, SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2012-2013 AND ENTERING INTO AN OFFICER TRAINING REIMBURSEMENT AGREEMENT.

WHEREAS, the City of West Branch is interested in hiring Alex Koch as a police officer; and

WHEREAS, the City Attorney has prepared an officer training reimbursement agreement which requires approval of the City Council.

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

Section 1. That the City of West Branch, Iowa will hire Alex Koch as a police officer.

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

Position	Name	Wage	Basic Hours	Effective Date
Police Officer	Alex Koch	\$12.00/hour	40/week	11/19/12
Police Officer	Alex Koch	\$15.00/hour	40/week	01/07/13
Police Officer	Alex Koch	\$17.77/hour	40/week	05/20/13

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

SECTION 4. The aforementioned officer training reimbursement agreement be and the same is hereby approved by the City Council of the City of West Branch, Cedar County, Iowa. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

SECTION 5. This resolution will be effective upon final passage of the City Council.

Passed and Approved this 5th day of November, 2012.

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

ATTEST:

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

## OFFICER TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered this 5th day of November, 2012, by and between the City of West Branch, Iowa, A Municipal Corporation, 110 Poplar Street, West Branch, Iowa, 52358 (The "CITY") and Alex Koch, DOB: \_\_\_\_\_, SSN: \_\_\_\_\_, (the "THE EMPLOYEE").

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE REIMBURSEMENT OF THE TRAINING OF THE EMPLOYEE AS A POLICE OFFICER, AND TO SPECIFY THE CONSIDERATION THAT THE EMPLOYEE PROVIDES THE CITY IN RETURN FOR THE TRAINING. THIS AGREEMENT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT THAT WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON THE EMPLOYEE.

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

### I. TRAINING OF THE EMPLOYEE

A. The CITY and the EMPLOYEE hereby expressly agree that the CITY shall pay the expenses for the EMPLOYEE to attend the Iowa Law Enforcement Academy, the total training expenses as defined and set forth below for the EMPLOYEE to attend the Iowa Law Enforcement Academy (The "Academy") as shown on Exhibit "A" attached hereto.

### II. REIMBURSEMENT OF TOTAL TRAINING EXPENSES

- A. In consideration for the expenditures incurred by the CITY to reimburse the training expenses of the EMPLOYEE as a police officer, the EMPLOYEE expressly agrees to serve as a full time police officer for the CITY for at least four (4) years from the date upon which the EMPLOYEE executes this Agreement (the "Reimbursement Period").
- B. If any of the following occurs during the Reimbursement Period:
1. The EMPLOYEE voluntarily resigns from the West Branch Police Department; OR
  2. The EMPLOYEE is dismissed during the probationary period of nine (9) months from the date of certification as an Iowa Peace Officer (said probationary period to expressly include the training period hereunder); OR
  3. The EMPLOYEE is properly terminated;

THEN the EMPLOYEE shall reimburse the CITY for reimbursed training expenses under the terms of this AGREEMENT as set forth below:

<u>Years of Service Following Approved Training</u>	<u>Amount of Reimbursement</u>
---	--------------------------------

0-1 year	100% of actual costs
1-2 years	75% of actual costs
2-3 years	50% of actual costs
3-4 years	25% of actual costs
More than 4 years	No reimbursement required

- C. In the event the EMPLOYEE is required to make reimbursement payments hereunder, one hundred per cent (100%) of the total reimbursement is due within thirty (30) days from the date of resignation, dismissal or termination, unless the EMPLOYEE contacts the City Administrator to make payment arrangements under the following terms:
1. The first payment shall be made within thirty (30) calendar days from the date of resignation, dismissal, or termination, as applicable, and on the same date for each successive month thereafter until the CITY has been reimbursed in full for the reimbursed training expenses.
  2. The minimum monthly payment shall be one hundred dollars (\$100.00).
  3. Interest shall commence from the date of resignation, dismissal or termination at the rate of six per cent (6%) per year, and shall be calculated on the unpaid principal balance to the date of each installment paid, with the payments being credited first to the accrued interest and then to the reduction of principal.
  4. Until such time as the CITY has been reimbursed in full by the EMPLOYEE in accordance with the terms of this Agreement, the EMPLOYEE has an ongoing duty to notify the CITY of any change in the EMPLOYEE'S place of residence. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence.
- D. The EMPLOYEE does hereby expressly acknowledge and understand that, in addition to any remedies at law or in equity that the CITY may have to recover Total Training Expenses hereunder, the CITY may, at its sole election, also seek to have the EMPLOYEE decertified as an Iowa law enforcement officer.
- E. **THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATION SET FORTH HEREUNDER IS MANDATORY. IN OTHER WORDS, WHILE THE CITY HAS THE DISCRETION TO DETERMINE WHETHER TO SEEK DECERTIFICATION OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, NO SUCH AFFIRMATIVE ELECTION OF ENFORCEMENT IS REQUIRED FOR REIMBURSEMENT HEREUNDER. FAILURE ON THE PART OF THE EMPLOYEE TO SATISFY THE EMPLOYEE'S EMPLOYMENT OBLIGATION DURING THE REIMBURSEMENT PERIOD HEREUNDER SHALL AUTOMATICALLY TRIGGER MANDATORY REIMBURSEMENT OF TOTAL TRAINING EXPENSES UNDER THIS AGREEMENT.**

- F. If the EMPLOYEE is dismissed for any reason other than those set forth in Section II(B) above, such as reduction in force, the EMPLOYEE shall not be required to reimburse the CITY for any unpaid Training Expenses incurred hereunder.
- G. If the EMPLOYEE is killed or permanently and totally disabled, as defined under Chapter 85 and 411 of the Code of Iowa, while in the employ of the CITY, Total Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.
- H. Sections A, B and C notwithstanding, if the EMPLOYEE voluntarily resigns within one (1) year from the date upon which the EMPLOYEE executes this Agreement, the EMPLOYEE is required to provide to the CITY with one hundred per cent (100%) of the total reimbursement within thirty (30) days, and will not be allowed to make reimbursement payments set forth in Section II(C) above.

**III. BONA FIDE EMPLOYMENT**

- A. The EMPLOYEE does hereby expressly acknowledge that the CITY is entering into this Agreement to facilitate the bona fide employment of the EMPLOYEE as a police officer by the CITY and not for the purpose of achieving certification as an officer by way of sponsorship through the Academy.

**IV. CONTROLLING LAW**

- A. This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit, or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa. The parties hereto 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 hereby 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 vent of a breach or dispute hereunder.

**V. HEADINGS**

- A. The heading 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.

**VI. SEVERABILITY**

- A. If any section, subsection, term or provision of this agreement or the application thereof to the EMPLOYEE, the CITY or a particular circumstance shall, at 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 EMPLOYEE, the CITY or particular circumstances other than that for which it was held valid or invalid or enforceable, 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 of the law.

**VII. AUTHORITY**

- A. 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.

**VIII. FINAL AGREEMENT**

- A. Both the EMPLOYEE and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding reimbursement of Training Expenses by the EMPLOYEE, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration 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 EMPLOYEE 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.

Dated this 5<sup>th</sup> day of November, 2012.

**THE EMPLOYEE:**

**CITY OF WEST BRANCH:**

\_\_\_\_\_  
Alex Koch

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

Attest:

Attest:

\_\_\_\_\_  
Mike Horihan, Chief of Police

\_\_\_\_\_  
Matt Muckler, City Clerk

**EXHIBIT "A"**

The following is an estimate of training costs for Alex Cook, including training at the Iowa Law Enforcement Academy ("ILEA") from the dates of January 7, 2012 to April 12, 2013.

Food while at ILEA	\$1,185.29
Mileage	\$1,582.42
Tuition	\$5,000.00
Training supplies (uniforms, ammunition, manuals and certification fees)	<u>\$ 924.22</u>
TOTAL Reimbursable Costs	<b>\$8,691.93</b>

## Police Department Costs: November 2012 – May 2013

### Academy Costs

Food while at ILEA	\$1,185.29	
Mileage	\$1,582.42	
Tuition	\$5,000.00	
Training supplies (uniforms, ammunition, manuals and certification fees)	<u>\$ 924.22</u>	
<b>TOTAL Academy Costs</b>		<b>\$8,691.93</b>

### Trainee Compensation Costs

Employee Compensation – Pre-Academy \$12/hour for 7 weeks, 40 Hours/Week	\$5,392.48	
Employee Compensation – Academy \$15/hour for 14 weeks, 40 Hours/Week	\$13,073.07	
Employee Compensation – Academy \$26.53/hour for 100 hours travel/night training	\$2,653.20	
Employee Compensation – Post-Academy \$15/hour for 5 weeks, 40 Hours/Week	<u>\$4,668.95</u>	
<b>TOTAL Employee Training Compensation*</b>		<b><u>\$25,787.70</u></b>

**TOTAL Training Costs** **\$34,479.63**

### Additional Staffing Costs

40 Hours/Week Part-Time Help \$15/hour for 26 weeks	\$18,395.52	
4 Hours/Week Additional OT – Chief Horihan \$44.90/Hour for 26 weeks	\$4,669.60	
4 Hours/Week Additional OT – Sergeant Hanna \$34.65/Hour for 26 weeks	<u>\$3,603.60</u>	
<b>TOTAL Additional Staffing Costs</b>		<b><u>\$26,668.72</u></b>

**NET TOTAL** **\$61,448.35**  
(Additional PD Costs, November 2012-May 2013)

**Budgeted Third Officer Expenses** **\$27,002.52**  
(November 2012-May 2013)

**GRAND TOTAL ADDITIONAL PD EXPENSES** **\$34,145.83**  
(November 2012-May 2013)

\*Employee Compensation effective May 20, 2013 will include annual base salary of \$36,960 with total annual employee compensation estimated at \$54,005.04.

## **Resolution No. 1045**

### **A RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS IN FISCAL YEAR 2014**

\_\_\_\_\_ introduced the following Resolution entitled “RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS IN FISCAL YEAR 2014,” and moved that the same be adopted.

\_\_\_\_\_ seconded the motion to adopt. The role call was:

**AYES:**

**NAYS:**

**ABSENT:**

**WHEREAS;** the City of West Branch, Iowa has hereto adopted an Urban Renewal Plan and established pursuant thereto a tax increment district all as authorized and provided by Chapter 403, State Code of Iowa; and

**WHEREAS;** the City has advanced monies, incurred indebtedness and other costs which this Council finds qualified for payment from the special fund authorized by Section 403.19(3) of the State Code of Iowa as summarized on the attached schedule; and

**WHEREAS;** the City has scheduled payments in the amount of \$302,527 which shall become due in the fiscal year beginning July 1, 2013 with respect to the City’s annual appropriation obligation for Acciona Windpower North America LLC and costs associated with the water tower project; and

**WHEREAS;** it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2013;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF WEST BRANCH, IOWA, that:**

Section 1. The City Council obligates \$302,527 for appropriation from the Urban Renewal Tax Fund to the Annual Payment in the fiscal year beginning July 1, 2013.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2012 certification of debt payable and to reflect such amount in the City’s budget for the next succeeding fiscal year.

**PASSED, ADOPTED AND APPROVED** this 5th day of November 2012.

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

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Clerk

November 5, 2012

Below is a summary of costs the City of West Branch, Iowa, is asking to be reimbursed through the Tax Increment Finance areas for the City of West Branch:

1. Industrial Park Expenses
  - a. Acciona Windpower North America LLC  
TIF Rebate Agreement  
Incremental taxes actually paid by Acciona for FY12  
estimated at: \$265,140
  - b. Water Tower Project, \$37,387

**Total: \$302,527**

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: West Branch County: Cedar

Urban Renewal Area Name: West Branch UR/Acciona

Urban Renewal Area Number: 16169 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 265,140

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: West Branch County: Cedar

Urban Renewal Area Name: West Branch UR/Acciona

Urban Renewal Area Number: 16169 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. A Tax Increment Financing Agreement was entered into between the City of West Branch and Acciona Energy North America on July 2, 2007. An amended Tax Increment Financing Agreement was entered into between the City of West Branch and Acciona Energy North America on January 2, 2008. Both agreements are on file with the Cedar County Auditor's Office.		265,140
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 265,140**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.





RESOLUTION NO. 1046

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS,  
APPROVING PRELIMINARY PLANS, AND FIXING A DATE FOR HEARING THEREON  
AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as Lift Station and Force Main Improvements, and has caused to be prepared preliminary plans, specifications and form of contract, together with estimate of cost, on file in the office of the Clerk for public inspection, for the construction of said public improvements, and said preliminary plans, specifications and form of contract are deemed suitable for the making of said public improvements; and

WHEREAS, before said preliminary plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH, IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Lift Station and Force Main Improvements, in the manner set forth in the preliminary plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the published Notice of Hearing and Letting, said public improvements being more generally described as follows:

LIFT STATION AND FORCE MAIN

Construct improvements including all labor, materials, and equipment necessary for excavation, backfill, and site work; reinforced and precast concrete; 16-inch force main with interstate crossing; packaged control building; demolition; modification of existing lift station; piping and appurtenances; manholes; submersible pumps; electrical and control equipment including conduit, cables, wiring, motor controls, starters, switches, fixtures, generator and transfer switch; overflow channel, metering manhole and miscellaneous associated work, including cleanup.

Section 2. That the amount of bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of said specifications; and,

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice to bidders once in the West Branch Times, a legal newspaper, printed wholly in the English

language, published at least once weekly and having general circulation in this City. Publication shall not be less than four clear days nor more than forty-five days prior to December 12, 2012, which is hereby fixed as the date for receiving bids. Said bids are to be filed prior to 2:00 P.M. on said date; and,

BE IT FURTHER RESOLVED, that bids shall be received and opened at a public meeting as provided in the public notice and the results of said bids shall be considered at a meeting of this Council on December 17, 2012, at 6:30 o'clock P.M.; and,

BE IT FURTHER RESOLVED, that the City Clerk is hereby designated as the authority to receive and open said bids on behalf of the City of West Branch, Iowa; and,

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice of hearing once in said newspaper, said publication to be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the final plans, specifications, form of contract and estimate of cost for said project, said hearing to be at 6:30 o'clock P.M. on November 19, 2012

PASSED and ADOPTED this 5th day of November, 2012

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

ATTEST:

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