

# City of West Branch

~ A Heritage for Success ~

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

**CITY COUNCIL MEETING AGENDA**  
**Tuesday, February 19, 2013 • 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 February 4, 2013 City Council Meeting.
  - b. Approve claims.
  - c. Approve the Wellmark BlueCross BlueShield Flexible Spending Account Renewal for April 1, 2013-March 31, 2014 in the amount of \$630.40.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
  - a. Nuisance Hearing for Dalton Gang at 315 E. Main Street, West Branch per Section 50.08 of the Code of Ordinances requested by Robert M. Champagne, Jr.
  - b. Approve an order for Dalton Gang to abate a nuisance at 315 E. Main Street no later than March 1, 2013./Move to action.
  - c. Approve Class C liquor license with Sunday Sales for Fiesta Riviera, Inc../Move to action.
  - d. First reading of Ordinance 706 amending Chapter 92 "WATER RATES"/Move to action.
  - e. Second reading of Ordinance 707 amending Chapter 45 "ALCOHOLIC CONSUMPTION AND INTOXICATION"/Move to action.
  - f. Resolution 1078, adopting final proposed fiscal year 2013-2014 budget and order notice of hearing for March 4, 2013./Move to action.
  - g. Resolution 1079, establishing the policy for consumption of alcohol upon public property within the City of West Branch, Iowa./Move to action.
  - h. Resolution 1081, authorizing the issuance of General Obligation Corporate Purpose and Refunding Bonds, Series 2013./Move to action.
  - i. Resolution 1082, authorizing the filing of an application for assistance from the Safe Routes to School Program, administered by the Iowa Department of Transportation./Move to action.
  - j. Resolution 1083, accepting the \$5,100 Alliant Energy *Branching Out* Grant and approving the 2013 *Branching Out* Program Agreement./Move to action.
  - k. Main Street West Branch Program Director Mackenzie Krob – Hoover's Hometown Days
7. City Staff Reports
  - a. Library Director Nick Shimmin – Cable Access Equipment Update
8. Comments from Mayor and Council Members
  - a. Councilman Mark Worrell - Greenview/Pedersen Valley Connection
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**

**February 4, 2013  
6:30 p.m.**

Mayor Pro Tem Jim Oaks opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Deputy City Clerk Dawn Brandt, Public Works Director Matt Goodale, Police Chief Mike Horihan, Sergeant John Hanna, Fire Chief Administrator Dick Stoolman, Park & Rec Director Melissa Russell, and Library Director Nick Shimmin

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

**APPROVE AGENDA/CONSENT AGENDA**

- a. Approve minutes from the January 22, 2013 City Council Meeting.
- b. Approve moving the Monday February 18, 2013 City Council Meeting to Tuesday, February 19, 2013, due to the Presidents' Day Holiday.
- c. Approve agreement with Plunkett's Pest Control for pest control services at Town Hall for \$345.28 per year.
- d. Approve Class C liquor license, including catering; and Sunday sales privileges for Raices, LLC, DBA Deli-cioso.

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

**COMMUNICATIONS/OPEN FORUM**

None.

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

First reading of Ordinance 707 amending Chapter 45 "ALCOHOLIC CONSUMPTION AND INTOXICATION"./Move to action.

Library Director Nick Shimmin reported that the Library Board of Trustees is requesting a change in city ordinance that would allow alcohol to be permitted on the grounds of the public library. Only beer, wine or wine coolers would be permitted at the Public Library and only after regular library hours. It will only be allowed during adult programming in which children will not be present and will be heavily regulated by the Library Board of Trustees. Patrons would bring in their own wine or beer. It would not be supplied by the library. Worrell would like to see the regulations that will be adopted by the board.

Motion by Worrell to approve first reading of Ordinance 707, second by O'Neil. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

Resolution 1072. approving an agreement with Alliant Energy to install a street light at 705 Sullivan Street for \$907.56./Move to action.

A homeowner requested the light. Worrell asked if the engineer approved the street lights when the development plans were drawn up. Muckler said that street light placement was approved at the time and noted that this development was approved when the city used a different engineer than our current one. Muckler talked with the developer and the developer felt that they met the requirement for the street lights in the area back at the time it was developed. Council agreed to closer review street lights in future development agreements.

Motion by Ellyson to approve Resolution 1072, second by Worrell. AYES: Ellyson, Worrell, Miller, O'Neil, Oaks. Motion carried.

Resolution 1073, directing Alliant Energy to add a street light at 705 Sullivan Street for \$7/month./Move to action.

Motion by Worrell to approve Resolution 1073, second by O'Neil. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

Resolution 1075, awarding sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2013./Move to action.

Maggie Burger from Speer Financial said that three bids were received today for the \$2,730,000 GO Corporate Purpose and Refunding Bonds, Series 2013. Bids were received from Northland Securities, Bankers' Bank and Hutchinson, Shockley, Erley & Co. with the best bid from Northland Securities, Minneapolis, MN. The city is saving approximately \$115,837 in interest from refunding the GO SRF loan. It is her recommendation that the bonds be awarded to Northland Securities at a price of \$2,708,160 with an interest rate of 2.0700%.

Motion by Worrell to approve Resolution 1075, second by Miller. AYES: Worrell, Miller, Ellyson, O'Neil, Oaks. Motion carried.

Resolution 1076, approving and authorizing a Loan Agreement and providing for the issuance of a \$149,364 General Obligation Equipment Note./Move to action.

Motion by O'Neil to approve Resolution 1076, second by Worrell. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Resolution 1077, approving receipt of written notice from Matt Muckler opting out of the City Administrator Employment Agreement with the City of West Branch./Move to action.

Muckler said that opting out of the employment agreement does not change his intent of employment with the City. He reported that his annual review of the document suggested that the agreement held limited value for both the City and himself.

Motion by Worrell to approve Resolution 1077, second by Miller. AYES: Worrell, Miller, Ellyson, O'Neil, Oaks. Motion carried.

Resolution 1079, establishing the policy for consumption of alcohol upon public property within the City of West Branch, Iowa./Move to action.

Miller and Worrell would like to see rules and regulations drafted by the Library and reviewed by the City attorney Kevin Olson brought back to Council for approval.

Motion by Worrell to postpone Resolution 1079 until more information is provided on rules, second by Ellyson. AYES: Worrell, Ellyson, Miller, O'Neil, Oaks. Motion carried.

Resolution 1080, setting a payment for the cable access videographer./Move to action.

Muckler said that this increase was recommended in the past by the former cable access director. The fee paid per meeting or event will change from \$50.00 to \$75.00.

Motion by Worrell to approve Resolution 1080, second by O'Neil. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

Approve initial revenue estimates and departmental non-salary expenditures for all other funds (outside of the general fund)./Move to action.

Motion by O'Neil to approve initial revenue estimates and departmental non-salary expenditures for all other funds (outside of the general fund) second by Worrell. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

**CITY STAFF REPORTS**

None.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

O'Neil asked if there were any questions on the Safe Routes to School grant paperwork he is submitting. He described the three routes proposed in the grant. The deadline for the grant paperwork is March 1, 2013.

Worrell complimented Public Works Staff on job well done with snowplowing. He did request that staff slow down when plowing and stated that there are still properties that haven't cleaned their sidewalks after the snow storm.

**ADJOURNMENT**

Motion to adjourn meeting by Worrell, second by O'Neil. City Council meeting adjourned at 7:15 p.m.

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Jim Oaks, Mayor Pro Tem

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



## City of West Branch

### Pricing for Pre-Tax Health Insurance Premiums and Medical and Dependent Care Reimbursement Accounts

#### ANNUAL SERVICES

##### Implementation and Administration

- Plan Document/Master Copy SPD
- 125/129 Non-discrimination testing

##### Communication and Enrollment

- Employee enrollment
- Employee enrollment materials
- Meetings
- MS PowerPoint presentation

Annual administration fee

**\$ 400.00**

#### REIMBURSEMENT ACCOUNT ADJUDICATION

##### Services included

- Daily processing of reimbursement accounts
- Direct deposit of reimbursements
- Automatic reimbursement
- Grace period administration
- Debit card administration

Monthly claims processing fee

**\$4.80/participant**

- Monthly fees less than \$50 will be annualized and payable with the annual fee.

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#### Pricing Assumptions:

**Fees based on 12 eligible employees.**

**Prices guaranteed for Plan Years beginning in 2013.**

**Facts different from the stated assumptions could alter the fees quoted.**

Prepared by: EE



## I. FSA Plan Set-Up

### A. Plan Basics

Plan	Health Care FSA	Dependent Care FSA
<b>Plan Name</b> - Please provide a name for each plan.	City of West Branch	City of West Branch
<b>Plan Code</b> - Please provide a code for each plan.	HCFA2013	DCFA2013
<b>Number of Eligible Employees</b>	12	12
<b>Plan Start Date</b>	4/1	4/1
<b>Plan End Date</b>	3/31	3/31
<b>Qualified Changes</b> Does this plan allow eligible participants to enroll, change or cancel their election (following a qualified change) in the middle of the plan year?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Eligible Dependents</b> What individuals and dependents are eligible to receive benefits under this plan?	<input checked="" type="checkbox"/> Spouse (Legally Married Spouse per IRS definition) <input checked="" type="checkbox"/> Relative (Qualifying Relative per IRS definition) <input checked="" type="checkbox"/> Domestic Partner (Qualifying Dependent) <b>Select ONE:</b> As the employer, you determine whether you want to extend dependent coverage to adult children through age 26. A change to this definition may require an amendment to your plan document. <input type="checkbox"/> Child (Qualifying Child per IRS definition) OR <input checked="" type="checkbox"/> Child (Qualifying Child as required for medical plans under the Affordable Care Act; age 26 or less as of the calendar year in which the expense was incurred)	

### B. Plan Features

<b>Payment Features</b> What payment features are available under this plan? <i>Note: Health Care Card cannot be combined with Automatic Health Plan Claims.</i>	<input checked="" type="checkbox"/> WageWorks Health Care Card <input checked="" type="checkbox"/> Pay My Provider <input checked="" type="checkbox"/> Pay Me Back <input checked="" type="checkbox"/> Automatic Health Plan Claims Reimbursement
<b>Eligible Expenses</b> What expenses are payable as benefits under this plan?	<input checked="" type="checkbox"/> Standard FSA (according to current IRS regulations) <input type="checkbox"/> Custom Expense List (If custom expenses are needed, please clearly define requirements to your Account Manager to ensure support can be provided. Note: custom expenses cannot be supported on the WageWorks Health Care Card.)

### C. HSA-compatible FSA Option

WageWorks offers a unique type of Health Care FSA plan that allows an employee who is covered under an HSA to also participate in a Health Care FSA. This plan is referred to as an HSA-compatible FSA.

Once an employee has met the deductible for their High Deductible Health Plan (HDHP), the account may be used for items and services typically covered by a standard FSA.

Here is how this plan works:

- This HSA-compatible FSA cannot be used for medical or pharmacy expenses until the participant's deductible for their HDHP is met.
- If the employee is designating their FSA as HSA-compatible, they must select this benefit prior to the plan year start date. There is no option to change from a standard FSA to an HSA-compatible FSA once the plan year begins.
- Per IRS regulations, an employee may not self certify that they have met the deductible of their HDHP plan. proof that an employee has met their HDHP deductible must be verified either by the employer or by the employee submitting proof to WageWorks that the plan's HDHP deductible has been met (depending on plan setup choice selected below).
- If the employers High Deductible Health plan has a higher deductible than the minimum required **statutory amount**, the HSA compatible FSA can begin reimbursing medical or pharmacy expenses when the statutory amount is met.

**Please indicate below how the HSA-compatible FSA will be set up and maintained during the plan year, or choose "HSA-compatible FSA Option Not Available" if this does not apply to your program:**

**Employee Management of Initial Enrollment Selection of HSA-compatible Option and Post-HDHP Deductible Substantiation**

(Selection on Employee Site **prior to plan year start** and/or by ER via enrollment file. Proof that the HDHP deductible has been met is provided to WageWorks by the employee submitting the HDHP Form along with substantiation documentation of the HDHP deductible to WageWorks and/or by the Employer via PSF.)

**Employer Managed Initial Enrollment Selection & Employee Managed Post-HDHP Deductible Reset**

(Selection on Employee Site is not available. The employee submits the HDHP Form and proof of deductible met to WageWorks and/or by the Employer.)

*This option also allows both the Employer and the Employee to provide documentation to enable the account to be used for standard FSA eligible items after the HDHP deductible has been met.*

**Employer Managed Initial Enrollment Selection & Employer Managed Post-HDHP Deductible Reset**

(Selection on Employee Site is not available. Post-deductible reset made by the Employer.)

*This option is recommended only if the Employer will be handling the initial selection of the HSA-compatible FSA option as well as providing the documentation that the employee has met the HDHP deductible, thus enabling the reimbursement of standard eligible items after the HDHP deductible has been met.*

**Post-HDHP Deductible FSA Not Available**

**HSA-Compatible FSA Not Available**



D. Plan Setup		
Plan	Health Care FSA	Dependent Care FSA
<p><b>Mid-Year Claims Deadline</b></p> <p><i>How long does a participant have to file claims if coverage ends before the Plan End Date?</i></p> <p><i>Note: This rule is different than the end of plan year rule below as this rule applies in scenarios where participants' coverage ends mid-year for reasons such as termination or through a qualified life event.</i></p> <p><i>A "Claim it by" deadline date will be displayed to the participant online and on their statement of activity.</i></p>	<p>___ Days after Coverage End Date</p> <p>___ Days + end-of-month after Coverage End Date</p> <p>___ Months after Coverage End Date</p> <p>___ Months + end-of-month after Coverage End Date</p> <p><u>91</u> Days after Plan End Date</p> <p>___ Days + end-of-month after Plan End Date</p> <p>___ Months after Plan End Date</p> <p>___ Months + end-of-month after Plan End Date</p>	<p>___ Days after Coverage End Date</p> <p>___ Days + end-of-month after Coverage End Date</p> <p>___ Months after Coverage End Date</p> <p>___ Months + end-of-month after Coverage End Date</p> <p><u>91</u> Days after Plan End Date</p> <p>___ Days + end-of-month after Plan End Date</p> <p>___ Months after Plan End Date</p> <p>___ Months + end-of-month after Plan End Date</p>
<p><b>Grace Period</b></p> <p><i>How much additional time do active participants have after the Plan End Date to <b>incur</b> eligible expenses?</i></p> <p><i>Each participant will have a "Spend It by" date displayed on their online statement of activity, based on their coverage end date and any applicable grace period.</i></p> <p><i>A participant must be re-enrolled in the new plan year for the card to be available during the Grace Period.</i></p>	<p><input checked="" type="checkbox"/> 2 ½ months</p> <p><input type="checkbox"/> 2 months</p> <p><input type="checkbox"/> 1 month</p> <p><input type="checkbox"/> No grace period</p> <p>Grace period supported on the debit card if debit card offered:</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Note: Card transactions made during the grace period will be paid from the previous plan year balance, until those funds are exhausted, before making payments from the current plan year account.</i></p>	<p><input checked="" type="checkbox"/> 2 ½ months</p> <p><input type="checkbox"/> 2 months</p> <p><input type="checkbox"/> 1 month</p> <p><input type="checkbox"/> No grace period</p>
<p><b>End-of-Plan Claims Deadline</b></p> <p><i>How long does a participant have to file claims if covered through the Plan Year End Date?</i></p> <p><i>This should be the total run-out from the end of the plan year (not from the end of the grace period if a grace period applies).</i></p>	<p><u>91</u> Days after Plan End Date</p> <p>___ Days + end-of-month after Plan End Date</p> <p>___ Months after Plan End Date</p> <p>___ Months + end-of-month after Plan End Date</p>	<p><u>91</u> Days after Plan End Date</p> <p>___ Days + end-of-month after Plan End Date</p> <p>___ Months after Plan End Date</p> <p>___ Months + end-of-month after Plan End Date</p>



E. Account Funding		
Plan	Health Care FSA	Dependent Care FSA
<p><b>Annual Election Amount</b></p> <p><i>What is the minimum and maximum annual election amount per participant?</i></p> <p><i>Do not include additional benefits that may be contributed by Program Sponsor over the election amount.</i></p>	<p>\$ <u>0</u> (\$1) Minimum</p> <p>\$ <u>2500</u> Maximum</p> <p><i>The statutory contribution limit is \$2,500 on Health Care Flexible Spending Accounts ("health FSAs") for plan years that begin on or after January 1, 2013.</i></p>	<p>\$ <u>0</u> (\$1) Minimum</p> <p>\$ <u>5000</u> (\$5,000) Maximum</p> <p><i>The statutory limit for pre-tax Dependent Care benefits is \$5,000 per calendar year.</i></p>
F. Plan Offer Details		
Offer Plan	Health Care FSA	Dependent Care FSA
<p><b>Open Enrollment Begin Date</b></p> <p><i>What is the first day eligible participant can enroll during open enrollment?</i></p> <p><i>Important! This date will drive the re-elect reminder for existing participants.</i></p>	March 1, 2013	March 1, 2013
<p><b>Open Enrollment End Date</b></p> <p><i>What is the last day eligible participant can enroll during open enrollment?</i></p> <p><i>Important! This date will drive the re-elect reminder for existing participants.</i></p>	March 15, 2013	March 15, 2013
<p><b>Enrollment Source</b></p> <p><i>What method will your eligible participants use for enrollment?</i></p>	<input type="checkbox"/> WageWorks Site <input type="checkbox"/> Third Party Site <input type="checkbox"/> Blues Enroll <input checked="" type="checkbox"/> Company Site	<input type="checkbox"/> WageWorks Site <input type="checkbox"/> Third Party Site <input type="checkbox"/> Blues Enroll <input checked="" type="checkbox"/> Company Site
<p><b>Enrollment Method</b></p> <p><i>How will WageWorks be notified that eligible participants are enrolled in this plan?</i></p>	<input type="checkbox"/> Online Enrollment using WageWorks Site <input checked="" type="checkbox"/> Enrollment File	<input type="checkbox"/> Online Enrollment using WageWorks Site <input checked="" type="checkbox"/> Enrollment File
<p><b>Open Enrollment File Date</b></p> <p><i>What date can WageWorks expect your open enrollment file, if applicable?</i></p>	March 21, 2013 Or <input type="checkbox"/> Enroll on WageWorks website	March 21, 2013 Or <input type="checkbox"/> Enroll on WageWorks website
<p><b>Additional Plan Information</b></p> <p><i>Provide additional plan details that are required for plan setup.</i></p>		

February 1, 2013

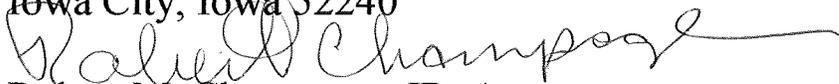
Dalton Gang Inc.  
1761 Dover Street  
Iowa City, Iowa 52240

Ref: Request for Hearing on Nuisance

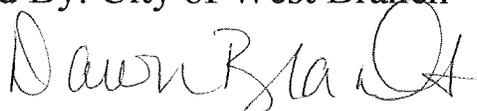
City of West Branch, Iowa  
P.O. Box 218  
West Branch, Iowa 52358

Dalton Gang request a hearing with the City Council of West Branch on the complaint filed on 01-25- 2013, in regards to "Acts Necessary to Abate Nuisance". Please allow 5 working days notice be set date of hearing. I am in the process of moving out of West Branch. I may or may not be the owner of the property in the very near future, regardless of my position I want a hearing. Please mail your response to two addresses the one located above and a second to Robert M. Champagne, 1515 Bayou Du Large Road, Theriot, La. 70397. It is my intent to remove some equipment before my final move which I am in the process of doing at this time. It will take some good weather and 60 days to do so. Please send reply by certified mail time will run 5 working days after receipt.

Dalton Gang Inc.  
1761 Dover Street  
Iowa City, Iowa 52240

  
Robert M. Champagne JR. Agent

Received By: City of West Branch



*City of West Branch, Iowa*  
PO Box 218, West Branch, IA 52358 319-643-5888  
**NOTICE TO ABATE OR REMEDY NUISANCE**

Date of Complaint: 01-25-2013

Name and Address of Property Owner:

Dalton Gang  
1761 Dover St  
Iowa City, IA 52240

This is a Notice to Abate the Nuisance that exists at your property. Pursuant to Chapter 50 & 51 of the West Branch City Code of Ordinances, you are being given notice that a nuisance exists at your property.

1. **DESCRIPTION OF NUISANCE:** Junk and Junk Vehicles (Chapter 51)

2. **LOCATION OF NUISANCE:** 315 E Main St

3. **ACTS NECESSARY TO ABATE THE NUISANCE:**  Mow  **Remove Junk**  Remove  
Vehicles

Other: \_\_\_\_\_

4. **TIME ALLOWED TO ABATE THE NUISANCE:** The nuisance will be abated within 5 10 20  
days from this notice.

5. **ASSESSMENT OF CITY COSTS:** If the nuisance or condition is not abated as directed and no request for hearing is made within the time prescribed, the City will abate it and assess the costs against such person. In lieu of abating the nuisance and assessing the cost to a property owner, the City of West Branch may issue a municipal infraction per Chapter 4 of the City Code. Violations carry a penalty up to \$500.00 for the first offense and you will have to appear in court. Subsequent violations carry a penalty up to \$750.00.

6. **REQUEST FOR HEARING:** Pursuant to City Code Section 50.08 any person ordered to abate a nuisance may have a hearing with the City Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the City Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the City Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

Issued by City of West Branch, Iowa by City Administrator Matt Muckler:

Signed: 

Dated: 01/25/13

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

IOWA CITY IA 52240

Postage	\$ 4.00
Certified Fee	\$ 2.00
Return Receipt Fee (Endorsement Required)	\$ 2.00
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 8.00</b>

Postmark  
 JAN 25 2013

01/25/2013

Sent To **Dalton Gang** USPS  
 Street, Apt. No.; or PO Box No. **1761 Dover St.**  
 City, State, ZIP+4 **Iowa City, IA 52240**

PS Form 3800, August 2006

See Reverse for Instructions

7011 0470 0000 4427 4924

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dalton Gang  
 1761 Dover St.  
 Iowa City, IA  
 52240

2. Article Number

(Transfer from service label)

7011 0470 0000 4427 4924

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) **Robert Champagne** C. Date of Delivery **1-31-13**

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**City of West Branch**  
**Birthplace of Herbert Hoover**  
**31<sup>st</sup> President of the United States**

P.O. Box 218, West Branch, IA 52358  
Phone: 319-643-5888  
Fax: 319-643-2305  
E-Mail: [wbcity@L.COM.net](mailto:wbcity@L.COM.net)  
Web Site: [www.westbranchiowa.org](http://www.westbranchiowa.org)

January 3, 2013

Fiesta Riviera, Inc.  
P.O. Box 308  
West Branch, IA 52358

RE: Fiesta Riviera, Inc.  
License No. LC0039043  
Expires: March 7, 2013

Instructions for **renewal** of your Class C Liquor license with Sunday Sales Privilege can be accessed at the Iowa Alcoholic Beverages Division website: [www.iowaABD.com](http://www.iowaABD.com). Please select electronic licensing applications. Directions for logging in and completing the renewal application are listed at that site. **It is important to note this renewal method is required to be filed 30 days prior to the expiration of the establishment's liquor license: February 7, 2013.** Payment is to be made through electronic fund transfer with funds transferred two business days after the local authority has approved your application.

In accordance with State code, the completed request for renewal of liquor, wine or beer license will be presented to the City Council for approval at a regularly scheduled Council meeting. After the council has approved the renewal, the renewal will be forwarded electronically to the State's Alcoholic Beverages Division. As in the past, the renewed license will be forwarded to your establishment upon issuance by the Iowa Alcoholic Beverages Division.

If you have any questions regarding electronic licensing, please contact the Iowa Alcoholic Beverages Division, licensing section toll-free at 866.469.2223 (choose option 1), locally at 515.281.7400 (choose option 1), or by e-mail at [Freund@iowaABD.com](mailto:Freund@iowaABD.com) with questions or concerns.

Please let me know if you need any additional information. I can be reached at 319.643.5888 or via e-mail at [dawn@westbranchiowa.org](mailto:dawn@westbranchiowa.org).

Sincerely,



Dawn Brandt  
Deputy City Clerk

APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law.

*Cindy Martinez*

Applicant's Signature

12/18/2012

Date

NOTARY

State of Iowa

County of Johnson

Signed and sworn to before me on 12/18/2012

Date

By CINDY MARTINEZ

Print Name of Applicant

*[Signature]*

Signature of Notary

12/18/2012

Date

AGREEMENT TO PURCHASE STOCK – FIESTA RIVIERA, INC  
AGREEMENT BETWEEN LINDSAY MARTINEZ, SELLER, AND, CINDY MARTINEZ, BUYER

Agreement made this \*10 day of December, 2012, between Lindsay Martinez ("Seller"), whose address is 1425 Langenberg Ave, Iowa City, Iowa 52240 and Cindy Martinez, ("Purchaser" or "Buyer"), whose principal address is at 245 Cayman St, Iowa City, IA 52245.

**Whereas**

Seller owns 100% of the issued and outstanding shares of the corporation Fiesta Riviera, Inc. (doing business as "Fiesta Riviera"), (the "Company").

The Seller desires to sell and the Purchaser desires to buy such shares on the terms herein stated.

**NOW, therefore,** the parties agree as follows:

1. Sale of Shares. Seller shall sell and transfer to Purchaser, and Purchaser shall purchase and acquire from Seller, all of the outstanding shares of the Company, consisting of One Hundred common shares without par value which shares Seller now owns.
2. Purchase Price. The purchase price for all of such shares is One dollar (\$1.00) which Purchaser shall pay to Seller by check
3. Closing. The closing of the sale shall take place at the offices of Tax Mex, Inc. 1930 Gilbert Street, Iowa City, Iowa; or such other place designated by the parties in writing before 6:00 p.m. on 18th day of December, 2012. At the closing, Seller shall deliver to Buyer, free and clear of all encumbrances, certificates for the shares which Seller is required to sell in negotiable form, with any requisite transfer stamps attached. Upon such delivery, Buyer shall deliver to Seller a check, payable to the order of such Seller, for the purchase or a note to that effect.
4. It is agreed that for all purposes under this agreement, time is of the essence.
5. Seller's Representations and Warranties. Seller represents, covenants, and warrants that as of this date and the date of the closing:
  - a. The Company is a corporation duly incorporated and valid existing under the laws of the State of Iowa, and is in good standing in such State; the Company has filed all returns with respect to state and federal income, franchise, and corporation taxes of the Company, which, to the knowledge and belief of Seller, are required to be filed, for and with respect to all previous years since incorporation up to the present and current fiscal year which commenced February 2, 2012; and the Company has fully paid all taxes or has made arrangements to pay all taxes shown to be due on such returns.
  - b. The One Hundred shares of the Company are owned by Seller free and clear of all liens and encumbrances; Seller has the unrestricted and unlimited right and authority to sell, transfer, and deliver such shares; the total outstanding capital of the Company consists of one hundred shares of no

common stock; and all such shares have been fully paid for, duly issued, and are owned by the Seller.

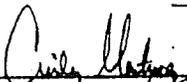
- c. The Company is the owner of the following:
- i. Seller and Purchaser represent that the Company's title is good and marketable and/or insurable, but in the event that the title shall not be found good and marketable and notice to that effect is given to Seller and Buyer within forty-five days from the date of execution of this agreement, then Seller and Buyer agrees to use reasonable diligence to make the said title good and marketable, and shall have a reasonable time to do so, and if after reasonable diligence on Seller's part said title shall not be made good and marketable within a reasonable time, Seller shall return the money this day paid and all moneys that may have been paid under this Agreement, and thereupon Buyer shall be released from all obligations hereunder. Or, upon request of Buyer, Seller shall deliver the title in its existing condition. If no such notice is given within such forty-five days, for purposes of this Agreement the title shall be deemed to be good and marketable.
  - ii. All debts of the Company are or will be paid and satisfied prior to or concurrently with the closing contemplated by this Agreement, except the debts, obligations, and contractual arrangements referred to in Exhibit D attached hereto.
  - iii. There will be no material changes in the assets or liabilities or financial condition of the Company nor shall any contractual arrangement or obligation, other than those in the usual course of business, be undertaken prior to the closing except as may be otherwise listed and provided for in this Agreement; and all wages, salaries, commissions, indebtedness, and obligations of the Company to shareholders, officers, directors, employees, and agents of the Company have been or will be discharged at the closing, except the debts and obligations referred to in Exhibit D attached hereto.
  - iv. No actions, suits, or proceedings are pending, or to the knowledge of Seller are threatened against or affecting the Company or its property, except as listed in Exhibit E attached hereto. The terms specified in Exhibit E are hereby incorporated into this Agreement and made a part hereof.
  - v. The profit and loss statement, balance sheet, and other financial documents supplied (attached hereto as Exhibit B), or to be supplied to Purchaser are true and correct and fairly represent the financial condition of the Company, and were prepared in

accordance with generally accepted accounting principles and practice.

6. Documents at Closing. Seller shall deliver or cause to be delivered to Purchaser at the closing the following:
  - a. A certificate from the Secretary of the Company, certified by Seller, listing all shareholders of the Company and setting forth the number of shares owned by each and likewise setting forth the names of all officers and directors of the Company.
  - b. The original or a copy of the Certificate of Incorporation of the Company, minute books, stock books, and all books, records, and documents pertaining to the Company and its affairs.
  - c. One Hundred Fifty shares of the capital stock of the Company, duly endorsed by Seller to Purchaser.
  - d. The resignation in writing of all of the Seller as officer and director of the Company to be effective as of the date of the closing.
7. Indemnification by Seller. Seller shall fully indemnify, protect, reimburse, and hold harmless Purchaser and the Company and its successors from and against any and all damages, liabilities, and claims that might exist on account of and by reason of failure or default of any of the covenants, agreements, or warranties of Seller hereunder, all known debts of the Company that are not disclosed or set forth in this Agreement, and any and all amounts that might be claimed, asserted, or established for as deficiencies in or with respect to federal or state income taxes, or franchise and other taxes and charges against the Company arising out of or related to the returns herein represented to have been filed, and the operations of the Company for or during all fiscal years of the Company, and all such deficiencies with respect to operations and business of the Company during such current fiscal year up to the date of the closing in excess of any amounts which have otherwise been herein provided for. If any claim for which Seller shall be obligated to Purchaser pursuant to the foregoing provisions shall be asserted against the Company, or Purchaser, or either of them, Seller shall, within ten days after receiving written notice of such claim, notify Purchaser in writing whether Seller has any objection to the payment of such claim. Seller shall not object to the payment of any such claim unless Seller shall at the same time inform Purchaser in writing that Seller disputes such claim, in whole or in part, and shall promptly initiate proper proceedings to contest the same or undertake the appropriate defense thereof at Seller's sole cost and expense in a manner which will be effective fully to protect against any liability and expense in connection therewith. If within such ten-day notice period Seller has no objection to the payment of such claim, Seller shall be obligated to pay such claim within five days after the expiration of the ten-day notice period and shall notify escrowees to pay such claim. The failure of Seller and escrowees to so pay the claim and to obtain a full release of the Company and Purchaser shall constitute full authority to either contest the claim or pay the claim and to obtain a release of the

Company, Purchaser, and Seller. In such event Purchaser shall be entitled to receive from the Escrowees immediately the amount paid, and Seller shall, in such event, have no right to contest the validity of the creditor's claim against the Company or Purchaser, as the case may be. In the event Seller shall, within the above mentioned ten-day period, object in writing to the payment of such claim, Seller shall promptly initiate proper proceedings to contest the same and undertake the appropriate defense thereof. The Purchaser or Escrowees shall not have the authority to pay such claim as hereinabove provided, unless and until the claim, in whole or in part, is finally determined to be due and owing, in which event Purchaser and Seller shall be bound by the foregoing provisions with respect to the payment of claims.

8. Brokerage and Commission. Both Purchaser and Seller agree that there are no broker's fees or commissions, or finder's fees, or otherwise, due as a result of the consummation of this transaction. Purchaser further agrees with Seller that in the event there is any brokerage, finder's fee, or commission due to any other person, firm, or corporation, then, and in the event of any such claim, Purchaser shall defend or pay such claim and hold Seller harmless in connection with any liability or responsibility in connection therewith.
9. Notices. All notices permitted or required to be given hereunder shall be considered to have been properly given if sent United States mail, postage prepaid, certified mail, to Purchaser or Seller, at the addresses hereinafter set forth, as follows:
  - a. Seller: Lindsey Martinez, 1425 Langenberg, Iowa City, IA 52240
  - b. Purchaser: Cindy Martinez, 245 Cayman St, Iowa City, IA 52245
  - c. Such party may change its own address by a notice in writing pursuant hereto.
10. Construction. This Agreement shall be construed in accordance with the laws of the State of Iowa.
11. Thus done and signed by the respective parties hereto in the State of Iowa on 18<sup>th</sup> Day of December, 2012.

  
By: Cindy Martinez, Purchaser

  
By: Lindsey Martinez, Seller

Lindsey Martinez  
1425 Langenberg Avenue  
Iowa City, Iowa 52240

December 18, 2012

Board of Directors  
Fiesta Riviera, Inc.  
245 Cayman St  
Iowa City, Iowa 52245

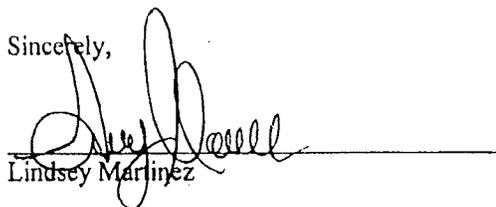
Dear Directors of Fiesta Riviera, Inc.:

With this letter, I hereby submit my resignation as officer and director from Fiesta Riviera, Inc., effective December 18, 2012.

At your convenience, I will be glad to discuss the reassignment of my duties to others.

I wish you good luck and continued success.

Sincerely,



Lindsey Martinez

To: Lindsey Martinez

Fiesta Riviera  
315 E Main Street  
West Brach, IA 52358

**Re: Letter of Intent**

The purpose of this letter of intent is to confirm our understandings and conversations for Cindy Martinez, (hereinafter called "the purchaser" or "the buyer") to acquire all the outstanding shares of Fiesta Riviera, Inc. (herein called "the corporation") owned by Lindsey Martinez (hereinafter called "the seller").

The parties agree that further negotiation will require additional terms which must be agreed upon by the parties, and the preparation and execution of a completed formal agreement to consummate the transaction. The parties execute this letter of intent to evidence the parties intention to proceed in mutual good faith to complete the agreements required to finalize a purchase agreement consistent with the terms satisfactory to the purchaser and seller. The purchase agreement will contain representations, warranties, covenants, conditions, and indemnification provisions customary in transactions of this size and type.

The purchaser will acquire all the outstanding stock of the corporation owned by the seller, which constitutes all the outstanding stock of the corporation.

The purchase price offered is \$1; which will be paid in full at the time of execution of the purchase agreement.

The parties agree that the negotiation be completed and the purchase agreement shall be executed no later than December 31, 2012. The transaction shall take place no later than December 31, 2012 at the office of Tax Mex, Inc., or such other place designated by the parties. It is agreed that time is of the essence at the request of Lindsey Martinez. Seller shall deliver to the buyer, free and clear of any encumbrances, all the required shares with any required transfer stamps attached.

The seller agrees to take such actions and cause the corporation to take such action so as to permit buyer to conduct its due diligence investigation as long as this letter of intent remains effective. Seller agrees to cause the corporation to permit and cooperate with the buyer and its agents and afford reasonable access to all its books, records, financial and operating data as buyer may reasonably request.

The parties agree that the corporation will be operated from the date hereof through the closing date in the ordinary course of its business consistent with normal operations.

The parties agree that during the period that this letter of intent is in effect, the buyer shall have the exclusive right to negotiate with the seller for the purchase of the shares of the corporation.

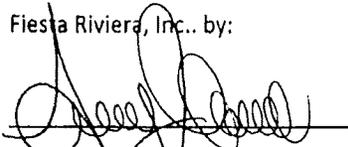
None of the parties shall be under any obligation until a definitive purchase agreement is executed, except for a material breach of any of the terms herein:

This letter of intent may be executed in any number of separate counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

If this letter of intent is acceptable and agreeable to you, please execute a copy of this letter in the place indicated below and return it to Tax Mex, Inc. of 1930 S. Gilbert Street, Iowa City, Iowa 52240.

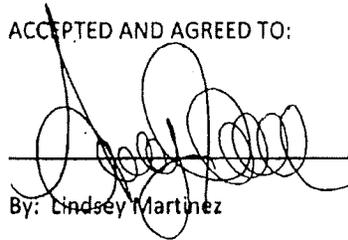
Very truly yours,

Fiesta Riviera, Inc.. by:

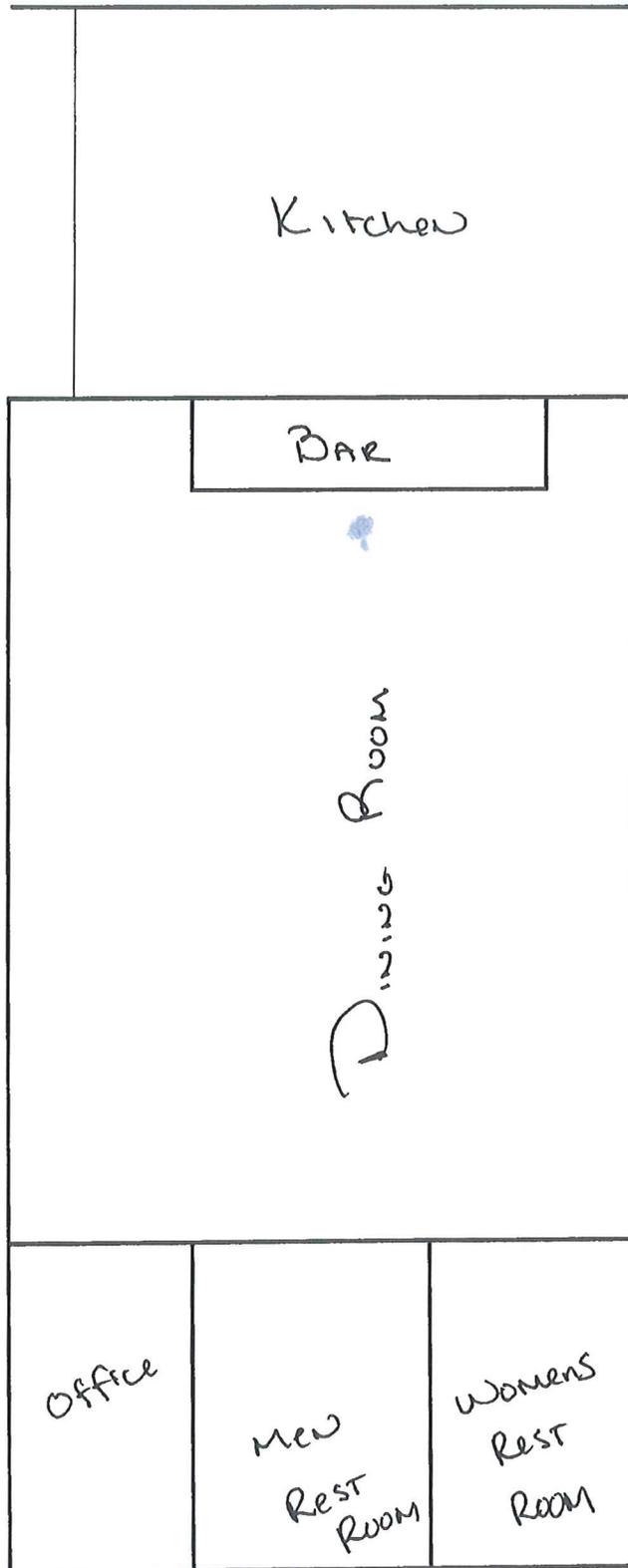
A handwritten signature in black ink, appearing to be 'Lindsey Martinez', written over a horizontal line.

By: Lindsey Martinez

ACCEPTED AND AGREED TO:

A handwritten signature in black ink, appearing to be 'Lindsey Martinez', written over a horizontal line.

By: Lindsey Martinez



FIEST

RIVIERA

**ORDINANCE NO. 706**

AN ORDINANCE AMENDING TITLE CHAPTER 92 "WATER RATES"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 92 "WATER RATES" of the Code of West Branch, Iowa is hereby amended by deleting Section 92.02 in its entirety and inserting in lieu thereof:

**92.02 RATES FOR SERVICE. Water service shall be furnished at the rate of:**

\$4.59 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective June 20, 2006.

\$5.23 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2012.

All consumption over 250,000 gallons per meter per month stays at this rate.

\$5.87 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2013.

\$6.51 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2014.

\$7.15 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2015.

\$7.79 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2016.

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

Passed and approved this 19th day of February, 2013.

First Reading: February 19, 2013

Second Reading:

Third Reading:

\_\_\_\_\_  
Mark Worrell, Councilperson

Attest:

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



## Current Water Bills

Minimum Charge for Water - 1,700 gallons			Average Charge for Water - 4,000 gallons		
		Base Charge			Base Charge
West Branch FY13	\$8.89	\$0.00	Williamsburg	\$15.00	\$15.00
Solon	\$9.81	\$8.96	Wilton FY 13	\$18.43	\$9.52
Wilton FY 13	\$11.56	\$9.52	Solon	\$19.59	\$8.96
West Liberty	\$12.73	\$7.49	Kolona	\$20.36	\$11.20
Tipton	\$14.86	\$10.00	West Branch FY13	\$20.92	\$0.00
Williamsburg	\$15.00	\$15.00	Tipton	\$23.50	\$10.00
Kolona	\$15.09	\$11.20	Tiffin	\$29.00	\$18.00
Tiffin	\$18.00	\$18.00	West Liberty	\$29.96	\$7.49

Minimum Bill: West Branch has the lowest minimum water bill of all comparables, even with the FY13 (first year) increase considered.

Average Bill: West Branch (at \$20.92) has a lower than average bill when compared to comparable cities (\$22.10), even with the FY13 (first year) increase considered.

## Water Bills with Increased Rates

Minimum Charge for Water - 1,700 gallons			Average Charge for Water - 4,000 gallons		
		Base Charge			Base Charge
West Branch FY13	\$8.89	\$0.00	Williamsburg	\$15.00	\$15.00
Solon	\$9.81	\$8.96	Wilton FY 13	\$18.43	\$9.52
West Branch FY 14	\$9.98	\$0.00	Solon	\$19.59	\$8.96
West Branch FY15	\$11.07	\$0.00	Wilton FY 14	\$20.28	\$10.47
Wilton FY 13	\$11.56	\$9.52	Kolona	\$20.36	\$11.20
West Branch FY16	\$12.16	\$0.00	West Branch FY13	\$20.92	\$0.00
West Liberty	\$12.73	\$7.49	Wilton FY 15	\$22.28	\$11.51
Wilton FY 14	\$12.76	\$10.47	West Branch FY 14	\$23.48	\$0.00
West Branch FY17	\$13.24	\$0.00	Tipton	\$23.50	\$10.00
Wilton FY 15	\$14.02	\$11.51	Wilton FY 16	\$24.51	\$12.66
Tipton	\$14.86	\$10.00	West Branch FY15	\$26.04	\$0.00
Williamsburg	\$15.00	\$15.00	West Branch FY16	\$28.60	\$0.00
Kolona	\$15.09	\$11.20	Tiffin	\$29.00	\$18.00
Wilton FY 16	\$15.43	\$12.66	West Liberty	\$29.96	\$7.49
Tiffin	\$18.00	\$18.00	West Branch FY17	\$31.16	\$0.00

Minimum Bill: Even after all of the increases would go through, West Branch minimum water bills would still be lower than Wilton, Tipton, Williamsburg, Kolona and Tiffin. Only Solon and West Liberty would be lower. West Liberty would only be lower by \$0.51.

Average Bill: West Branch would be \$1.20 higher than West Liberty and \$2.16 higher than Tiffin on an average bill in 2017. Wilton would be \$6.65 lower and Tipton would be \$7.66 lower. It is likely that all of the cities except Wilton and West Liberty could consider increases between now and 2017.



**ORDINANCE NO. 707**

AN ORDINANCE AMENDING TITLE CHAPTER 45 "ALCOHOL CONSUMPTION AND INTOXICATION."

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 45 "ALCOHOL CONSUMPTION AND INTOXICATION" of the Code of West Branch, Iowa is hereby amended by deleting Section 45.02.2.(4) in its entirety.
2. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 45 "ALCOHOL CONSUMPTION AND INTOXICATION" of the Code of West Branch, Iowa is hereby amended by inserting a new subsection to Section 45.02.2(4):  
  
**on the grounds of the West Branch Public Library as set forth by Council Resolution; or**
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 19th day of February, 2013.

First Reading: February 4, 2013  
Second Reading: February 19, 2013  
Third Reading:

\_\_\_\_\_  
Mark Worrell, Councilperson

Attest:

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

**RESOLUTION NO. 1078**

A RESOLUTION ADOPTING THE FINAL PROPOSED FISCAL YEAR 2013-2014 ANNUAL BUDGET AND ORDERING A NOTICE OF HEARING FOR MARCH 4, 2013.

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

The final proposed fiscal year 2013-2014 annual budget as set forth in the budget summary and certification of taxes and in the detailed budget in support thereof showing revenue estimates and appropriation expenditures and allocations to programs for said fiscal year is adopted and a public hearing is set for March 4, 2013.

Passed and approved the 19th day of February 2013.

\_\_\_\_\_  
Mark Worrell, Councilperson

ATTEST:

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

RESOLUTION 1079

A RESOLUTION ESTABLISHING THE POLICY FOR CONSUMPTION OF ALCOHOL UPON PUBLIC PROPERTY WITHIN THE CITY OF WEST BRANCH, IOWA.

WHEREAS, the West Branch City Council believes that the allowance of alcoholic beverages at the West Branch Public Library would enhance adult programming opportunities at the Library; and,

WHEREAS, the West Branch City Council would like to ensure a safe and appropriate environment for program participants.

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

SECTION 1. Only beer, wine, or wine coolers shall be permitted upon the premises of the West Branch Public Library.

SECTION 2. Kegged beer or beer requiring air to be dispensed from its container shall not be permitted.

SECTION 3. No alcohol will be sold upon the premises of the West Branch Public Library, rather patrons participating in adult programming activities will be allowed to bring in beer, wine or wine coolers to approved events.

SECTION 4. Approved events will include only adult programs directly sponsored by the West Branch Public Library or Friends of the Library. In the case of Friends of the Library programs, the acting library director shall be notified at least twenty-four hours in advance of the program taking place.

SECTION 5. No alcohol will be allowed upon the premises of the West Branch Public Library during normal operating hours.

SECTION 6. No one under twenty-one years of age will be allowed upon the premises of the West Branch Public Library when alcohol is being consumed.

SECTION 7. This resolution will be effective upon final passage of Ordinance 707.

Passed and approved this 19th day of February 2013.

\_\_\_\_\_  
Mark Worrell, Councilperson

Attest:

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

**RESOLUTION 1082**

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE FROM THE SAFE ROUTES TO SCHOOL PROGRAM, ADMINISTERED BY THE IOWA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of West Branch, Iowa supports the rising international effort to increase safety and promote walking and bicycling to school through the "5Es: engineering, education, enforcement, encouragement, and evaluation," and

WHEREAS, the Council of the City of West Branch proposed to apply for assistance from the Safe Routes to School Program for the purpose of encouraging walking and biking among the children in our community and improve pedestrian conditions on the primary routes to school, and

WHEREAS, the Council of the City of West Branch, Iowa has available the funds to finance the activity until reimbursed by the Safe Routes to School Program, and the financial capability to operate, maintain, and manage the completed project in a safe and attractive manner for public use; and

WHEREAS, the proposed sidewalk routes on Maple Street, Oliphant Street and 4<sup>th</sup> Street and the corresponding project costs were made available for public review at a properly announced meeting of the Council of the City of West Branch;

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

SECTION 1. The City Council authorizes the city administrator to file the application for funding from the Safe Routes to School Program for new sidewalks on Maple Street, Oliphant Street and 4<sup>th</sup> Street.

SECTION 2. The City Council guarantees the availability of funds for sidewalk construction on Maple Street, Oliphant Street and 4<sup>th</sup> Street.

SECTION 3. The City Council agrees to maintain, or cause to be maintained, the completed improvements in a manner acceptable to the IDOT for a period of ten years.

Passed and Approved this 19<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Mark Worrell, Councilperson

ATTEST:

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

**4th Street Sidewalk (5' Wide)**

(4th Street to WB Mobile Home Village)

Item	Length (ft)	Width (ft)	Quantity	Unit	Unit Price	Total Cost
4" PCC Sidewalk 5' Wide	900	5	4,500.00	SF	\$ 4.50	\$ 20,250.00
ADA Detectable Warning			30.00	SF	\$ 100.00	\$ 3,000.00
6" PCC Driveway			432.00	SY	\$ 40.00	\$ 17,280.00
Curb Remove & Replace			40.00	LF	\$ 25.00	\$ 1,000.00
Grading	900	15	750.00	CY	\$ 10.00	\$ 7,500.00
Tree Removal				LS	\$ 500.00	\$ 500.00
Pavement Marking & Sign				LS	\$ 500.00	\$ 500.00
Topsoil & Sod				LS	\$ 4,000.00	\$ 4,000.00
Construction Staking				LS	\$ 3,500.00	\$ 3,500.00
Traffic Control				LS	\$ 3,000.00	\$ 3,000.00
Mobilization/Bonds				LS	\$ 2,000.00	\$ 2,000.00
Easements				LS	3,000	\$ 3,000.00
					Subtotal	\$ 65,530.00
					12% Preliminary Engineering	\$ 7,864.00
					15% Onsite Construction Eng.	\$ 9,830.00
					<b>Total</b>	<b>\$ 83,224.00</b>

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

(Near Water Plant from Orange Street to Middle School)

Item	Length (ft)	Width (ft)	Quantity	Unit	Unit Price	Total Cost
4" PCC Sidewalk 5' Wide	420	5	2,100.00	SF	\$ 4.50	\$ 9,450.00
ADA Detectable Warning			20.00	SF	\$ 100.00	\$ 2,000.00
6" PCC Driveway			35.00	SY	\$ 40.00	\$ 1,400.00
Curb Remove & Replace			345.00	LF	\$ 25.00	\$ 8,625.00
Grading	360	15	300.00	CY	\$ 10.00	\$ 3,000.00
Pavement Removal	310	5	172.00	SY	\$ 15.00	\$ 2,580.00
Tree Removal				LS	\$ 500.00	\$ 500.00
Pavement Marking & Sign				LS	\$ 1,000.00	\$ 1,000.00
Topsoil & Sod				LS	\$ 2,000.00	\$ 2,000.00
Construction Staking				LS	\$ 2,000.00	\$ 2,000.00
Traffic Control				LS	\$ 1,500.00	\$ 1,500.00
Mobilization/Bonds				LS	\$ 1,500.00	\$ 1,500.00
Easements				LS	500	\$ 500.00
					Subtotal	\$ 36,055.00
					12% Preliminary Engineering	\$ 4,327.00
					15% Onsite Construction Eng.	\$ 5,409.00
					<b>Total</b>	<b>\$ 45,791.00</b>

**Oliphant Street Sidewalk (5' Wide)** (Crestview Drive to North Downey)

Item	Length (ft)	Width (ft)	Quantity	Unit	Unit Price	Total Cost
4" PCC Sidewalk 5' Wide	850	5	4,250.00	SF	\$ 4.50	\$ 19,125.00
ADA Detectable Warning			20.00	SF	\$ 100.00	\$ 2,000.00
6" PCC Driveway			310.00	SY	\$ 40.00	\$ 12,400.00
Curb Remove & Replace			20.00	LF	\$ 25.00	\$ 500.00
Grading	850	15	710.00	CY	\$ 10.00	\$ 7,100.00
Tree Removal				LS	\$ 500.00	\$ 500.00
Pavement Marking & Sign				LS	\$ 1,000.00	\$ 1,000.00
Topsoil & Sod				LS	\$ 5,000.00	\$ 5,000.00
Construction Staking				LS	\$ 3,000.00	\$ 3,000.00
Traffic Control				LS	\$ 2,500.00	\$ 2,500.00
Mobilization/Bonds				LS	\$ 2,500.00	\$ 2,500.00
Easements				LS	6,000	\$ 6,000.00
					Subtotal	\$ 61,625.00
					12% Preliminary Engineering	\$ 7,395.00
					15% Onsite Construction Eng.	\$ 9,244.00
					<b>Total</b>	<b>\$ 78,264.00</b>

**Project Total**

Item	Quantity	Unit	Unit Price	Total Cost
4" PCC Sidewalk 5' Wide	10,850.00	SF	\$ 4.50	\$ 48,825.00
ADA Detectable Warning	70.00	SF	\$ 100.00	\$ 7,000.00
6" PCC Driveway	777.00	SY	\$ 40.00	\$ 31,080.00
Curb Remove & Replace	405.00	LF	\$ 25.00	\$ 10,125.00
Grading	1,760.00	CY	\$ 10.00	\$ 17,600.00
Pavement Removal	172.00	SY	\$ 15.00	\$ 2,580.00
Tree Removal		LS	\$ 1,500.00	\$ 1,500.00
Pavement Marking & Sign		LS	\$ 2,500.00	\$ 2,500.00
Topsoil & Sod		LS	\$ 11,000.00	\$ 11,000.00
Construction Staking		LS	\$ 8,500.00	\$ 8,500.00
Traffic Control		LS	\$ 7,000.00	\$ 7,000.00
Mobilization/Bonds		LS	\$ 6,000.00	\$ 6,000.00
Easements		LS	\$ 9,500.00	\$ 9,500.00
			Subtotal	\$ 163,210.00
			12% Preliminary Engineering	\$ 19,586.00
			15% Onsite Construction Eng.	\$ 24,483.00
			<b>Total</b>	<b>\$ 207,279.00</b>

# Iowa Safe Routes to School Infrastructure Project Cost Estimate

*(Local funds and in-kind donations are not required.)*

Item	Quantity	Unit	Unit Price	Requested SRTS Funds +	Committed Local Funds +	Value of Donated Goods or Services (in-kind) =	Total Cost
<b>Preliminary Engineering</b>							
Design	1	LS	21545	21545			19586
<b>Construction Engineering</b>							
On Site Construction Engineering	1	LS	26930	26930			24483
<b>Project Construction</b>							
4" PCC Sidewalk 5' Wide	10850	SF	4.50	48,825			48,825
ADA Detectable Warning	70	SF	100	7,000			7,000
6"PCC Driveway	777	SY	40	31,080			31,080
Curb Remove & Replace	405	LF	25	10,125			10,125
Grading	1760	CY	10	17600			17,600
Pavement Removal	172	SY	15	2,580			2,580
Tree Removal		LS	1500	1,500			1,500
Pavement Marking & Sign		LS	2500	2,500			2,500
Topsoil & Sod		LS	11000	11,000			11,000
Construction Staking		LS	8500	8,500			8,500
Traffic Control		LS	7000	7,000			7,000
Mobilization/Bonds		LS	6000	6,000			6,000
<b>Land Acquisitions</b>							
Easements		LS	9500	9,500			9,500
<b>Education/Encouragement/Enforcement Expenses</b>							

<b>TOTALS</b>				211,685	0	0	207,279

Indirect costs (overhead) will not be reimbursed. Indirect costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular project, but contribute to the ability of the applicant to support the program. Examples of indirect costs include, but are not limited to, depreciation and use allowances, general administration and general overhead, project administration expenses, operation and maintenance expenses, etc.

**Allowances for contingency funding are not eligible.** Any cost overruns are the responsibility of the applicant.

Guidelines for Itemized breakdown of total project costs.

Construction Costs – these may be based on historical averages for entire projects of similar size and scope (paying predetermined wage rates). Examples include:

- Typical cost / lineal foot of sidewalk
- Typical cost / square foot of pedestrian bridge deck

Design / Inspection Costs – these may be estimated based on the following typical percentages of construction costs:

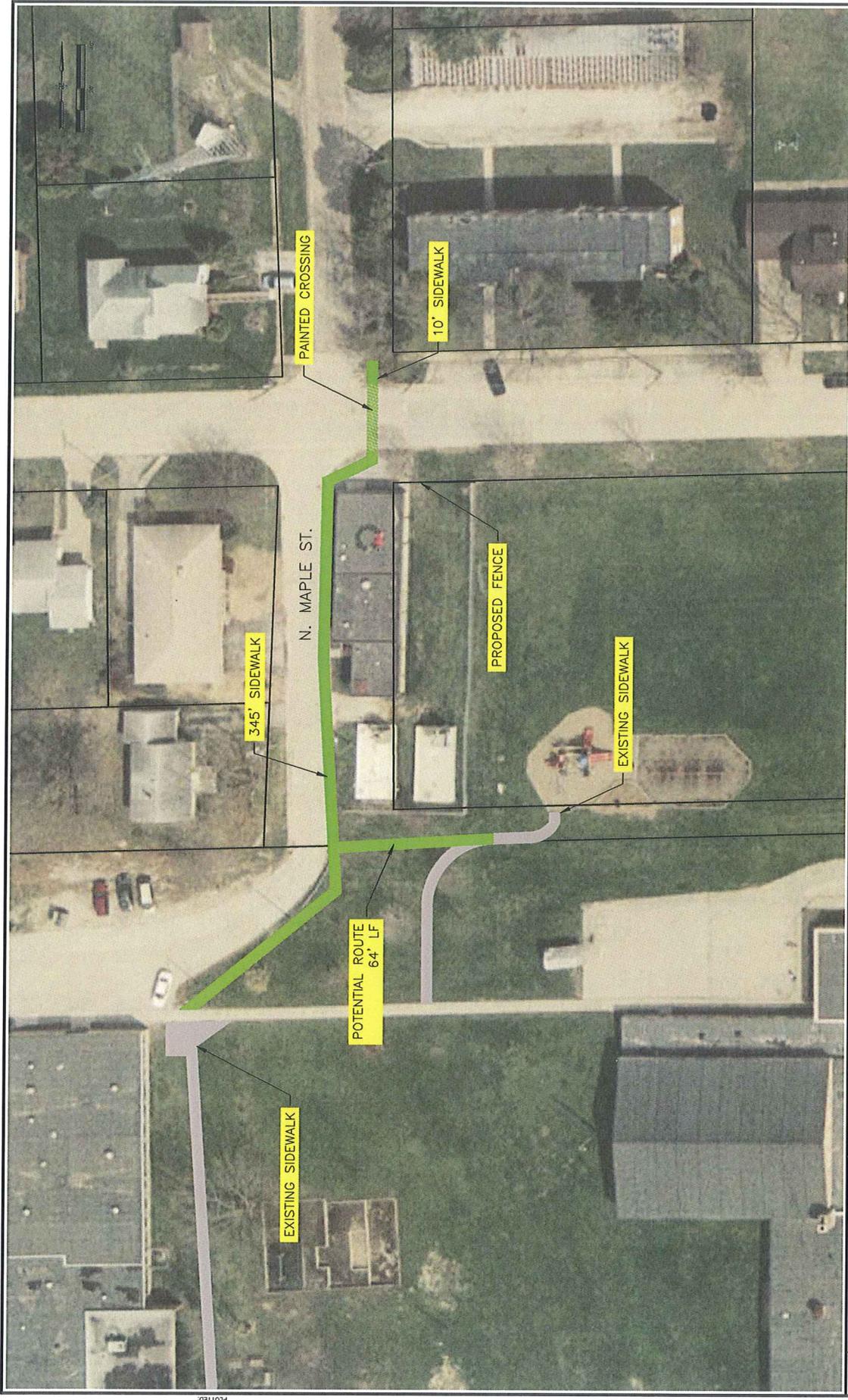
- 8-10% for preliminary up through final design and letting activities
- 12-15% for construction inspection activities

Right-of-way Acquisition Costs – these may be estimated based on the following:

- Impact and description of impact
- Typical cost / square foot for permanent right-of-way
- Typical cost / square foot for temporary easements

Utility and Railroad Costs – these may be estimated based on the following:

- Impact and description of impact
- Typical cost / linear foot of relocated or reconstructed facility (track, pipe, electrical lines, etc.)
- Typical cost / installation (RR switches, utility poles, transformers, control boxes, etc.)

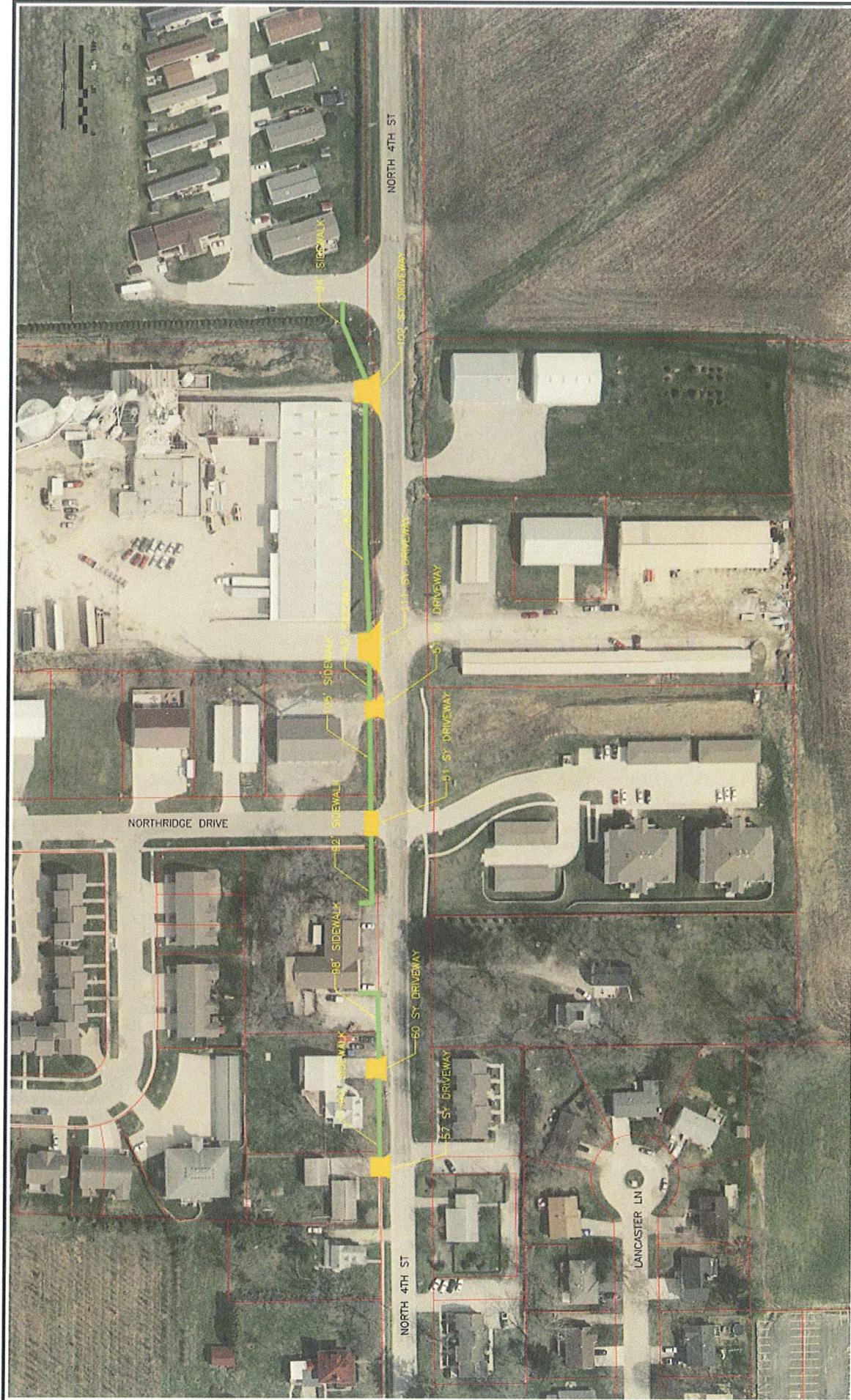


PLOTTED

DATE		REVISED		SCALE		DRAWN		CHECKED		APPROVED		DATE		ISSUED FOR	
<p>VERIFY SCALE          SHALL BE ON FIELD OR          ORIGINAL DRAWING          IF NOT ON FIELD OR          ORIGINAL DRAWING          SCALE SHALL BE AS SHOWN          ON DRAWING</p>															
<p>VEENSTRA &amp; KIMM, INC.          860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565          319-662-1000 • 319-662-1000FAX • 888-241-8001(VK173)</p>															
<p>West Branch          Iowa</p>															
<p>NORTH MAPLE STREET SIDEWALK</p>															
<p>DWG. NO. 1</p>															
<p>PROJECT</p>															

XREFS  
 FILE PATH





DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE
				SEE TO ONE END OR
				TO OTHER END OR
				TO CENTER LINE
				TO CORNER, ADJACENT
				SCALE ACCORDINGLY.

DATE	APPROVED	DATE	APPROVED

VEENSTRA & KIMM, INC.	West Branch Iowa	DWG. NO.	1
860 2nd Avenue • Suite J • Grackville, Iowa 52541-1453 319-462-1000 • 319-462-1000 FAX • 888-521-4801 (TATS)		PROJECT	

PLOTTED

PAGE 1 OF 1

RESOLUTION NO. 1083

A RESOLUTION ACCEPTING THE \$5,100 ALLIANT ENERGY BRANCHING OUT GRANT AND APPROVING THE 2013 BRANCHING OUT PROGRAM AGREEMENT

WHEREAS, *Branching Out* is a nationally-recognized grant program where Alliant Energy, Trees Forever and local communities work together to fund and implement community tree planting projects; and

WHEREAS, the program is designed to encourage energy efficiency, environmental awareness and community stewardship in Iowa; and

WHEREAS, *Branching Out* is offered exclusively to Iowa communities where Alliant Energy provides electric and gas service; and

WHEREAS, the West Branch Park and Recreation Department made application for the grant and was notified that West Branch has been awarded \$5,100; and

WHEREAS, West Branch Park and Recreation and Public Works Departments are poised to organize a community planting event to include students and staff of the West Branch Community School District and other community members.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council accepts the *Branching Out* Grant and approves the *Branching Out* Program Agreement.

Passed and approved this 19th day of February, 2013.

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Mark Worrell, Councilperson

ATTEST:

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Matt Muckler, City Administrator/Clerk

# Branching Out



A community grant program to plant trees and improve energy efficiency in Iowa

## Trees make a community beautiful Apply for a *Branching Out* grant today!

*Branching Out* is a nationally-recognized grant program where Alliant Energy, Trees Forever and your community work together to fund and implement community tree planting projects. The program is designed to encourage energy efficiency, environmental awareness and community stewardship in Iowa.

*Branching Out* is offered exclusively to Iowa communities where Alliant Energy provides electric and/or natural gas service. The utility provides grants of \$1,000 to \$10,000 for community-based tree planting projects including streets, schools, public buildings, trails, parks, entrance ways, cemeteries, and more. Trees Forever administers and facilitates the program, providing educational and planning support.

**To apply for a *Branching Out* grant**, you must complete the attached application form and submit a site plan and proposal letter that addresses nine key areas (see proposal letter guidelines). The application process is competitive and preference is given to applicants that meet all guidelines.

**Grants are awarded two times per year**, to coincide with the spring and fall planting seasons. Applications are accepted on an ongoing basis throughout the year, but are considered only in the next grant-making cycle (spring or fall). Your community may apply and receive funding for multiple projects in a single grant cycle.

Grant Cycle	Application Deadline	Grants Announced	Funding Awarded
Spring	November 1	January 15	March 1-31
Fall	June 1	August 15	September 1-30

**Email completed applications and supporting documents** to [droman@treesforever.org](mailto:droman@treesforever.org) or mail to Trees Forever, c/o *Branching Out*, 770 7th Avenue, Marion, Iowa, 52302. The Trees Forever staff is available to help you complete applications, develop a planting project, and plan a planting event. If you have questions, please call 1-800-369-1269, ext. 110.

**Apply today! We look forward to working with you. Together, we can make Iowa communities more energy efficient and beautiful.**

## Application requirements

We encourage you to email your completed application and supporting documents to [droman@treesforever.org](mailto:droman@treesforever.org). Or, you can mail your documents to:

Trees Forever, c/o *Branching Out*  
770 7th Ave., Marion, IA 52302

To be considered for funding, all applications must be submitted containing:

- Completed application form
- Proposal letter addressing all nine program guidelines
- Site plan sketch, not to exceed 8.5" x 11" in size
- Other support materials (letters of support from community leaders, verification of other funding, photos, etc.)
- Detailed budget including number of trees, species, size, cost per tree and total amount of project cost. (*Branching Out* funds are exclusively for trees.)

Application submissions must be complete to receive funding consideration.

For additional information, visit [alliantenergy.com/branchingout](http://alliantenergy.com/branchingout), [treesforever.org](http://treesforever.org) or call 1-800-369-1269, ext. 110





## 2013 *Branching Out* Program Agreement

As a recipient of a *Branching Out* matching grant, please read the responsibilities of the three program partners and share with your committee. After reading the responsibilities, please sign in the space provided on the last page. Keep this first page (front and back) for your future reference. Make a copy of the signature page for your records and **return the original to the Trees Forever office by February 16, 2013**. We are asking you to send this partnership agreement to us before your grant check is issued.

### A. Alliant Energy

- Provides grant funds and delivers the checks to awarded communities.
- Funds Trees Forever to coordinate and support community tree-planting program.
- Promotes energy efficiency.
- Participates in community planting event or local meeting as available.

### B. Trees Forever:

- Provides a Field Coordinator (a Trees Forever staff person assigned to work with project committee by telephone and periodic community visits) to assist with planning, implementing and maintaining the planting project. Including as needed:
  - Coordinating technical assistance
  - Providing educational and training materials
  - Assisting with volunteer coordination
  - Reviewing the site plan or species list (particularly if any changes have been made)
  - Attending planning meeting or planting event
- Provides a Field Coordinator to assist in planning and/or to participate in the planting event. Including as needed:
  - Providing materials for the media, sample brochures and logos
  - Assisting with volunteer coordination
  - Helping with event promotion
- Provides annual report form.
- Acts as a liaison with Alliant Energy and provides them with an annual report of all projects.
- Promotes energy efficiency and the planting of trees.

### **C. Local Organization/Project Committee**

- Coordinates community planting event with Alliant Energy & Trees Forever to promote the benefits of trees.
  - Sets date ideally 60 days before event and notifies Trees Forever
  - Invites local elected officials and local supporters
  - Works directly with Trees Forever to plan event, including agenda, speakers, media releases or invites
  - Uses Trees Forever and Alliant Energy logos on handouts, agenda, etc.
  
- Educates the public to increase their awareness about the benefits of trees throughout the year (Trees Forever can help with information)
  
- Involves a diverse group of volunteers that represent the whole community; involve local schools if possible.
  
- Assures that the right tree is planted in the right place. Discuss with Trees Forever Field Coordinator any changes made to the plan presented in the application.
  
- Gets bids from several nurseries and purchases quality trees with ample root stock.
  
- Assures that all trees are properly planted (not too deep), watered and mulched.
  
- Spends all grant dollars on trees in this program year; if extenuating circumstances prevent you from completing your project, communicate and get approval from your Field Coordinator to carry over funds.
  
- Follows care and maintenance plan as stated in your application or develops appropriate plan with field coordinator.
  
- Completes a Program Project Report and sends to the Trees Forever office by November 1, 2013, including updated contact information of all participating volunteers.

**COMPLETE THIS PAGE AND RETURN TO TREES FOREVER OFFICE**

I understand the responsibilities stated in the *Branching Out* Program Agreement, including those of Alliant Energy, Trees Forever, and our project committee. I understand that Trees Forever has been contracted by Alliant Energy to facilitate its tree program. We agree to work cooperatively with Trees Forever and will fulfill the project committee responsibilities, and to make any necessary changes to our project, as noted above.

Date: 2/1/13

City/Community Name: West Branch Parks & Recreation

Applying Committee Name: Melissa Russell - Parks & Recreation Director

Primary Contact Person: Melissa Russell  
(Print please)

Primary Contact Person: M Russell  
(Signature)

*Send this signed page to: Trees Forever, 770 7<sup>th</sup> Ave. Marion, Iowa 52302, by February 16, 2013.*



## West Branch Cable Access

### PEGvault-SD



### Background

The city is looking towards purchasing a Leightronix PEGvault-SD which will manage the recording of all selected meetings occurring in the city council chambers. This will be an upgrade to the current DVD recording system in place. A demonstration unit has been provided and was used to record the Planning and Zoning commission meeting on January 29<sup>th</sup> and the city council meeting on February 4<sup>th</sup>. No problems were encountered during the recording of either meeting.

### About

The Pegvault-SD is the basic digital video recorder made by Leightronix, the company who manufactures and supports the current cable access server and system controller (it runs the whole of the channel for the most part). It records the meetings while in progress and converts them directly into a digital media file for show on the channel. It uses a simple website interface which will be run from the computer stationed in the cable access room. The PEGvault automatically transfers the video file to the system controller for use on the channel.

### Purpose

The purchase of this machine serves several purposes

- Decrease processing steps
  - Current procedure requires that meetings be recorded onto a DVD then converted into a digital video file to be played on the channel. The PEGvault would eliminate the cost of use, maintenance, and care of the DVD discs, array of DVD players, and DVD recorder. It also eliminates the staff time required to record the programs to the channel.
  - The reduction in staff time required also improves turn-around time, allowing for recordings to be added the evening of the meeting rather than 2-3 days later.
  - This also promotes the use of electronic distribution - either by download or online streaming - of meetings allowing members of the community to access the meetings at their own choosing.
- Reduce playback errors
  - With increasing frequency, the DVD players either do not play the DVDs or run into an error during the recording of programs. This is typically seen as the "DVD player" screen saver being shown on the channel rather than the program. As no DVD players will be used, errors in such playback will not be a factor.