

City of West Branch

~ A Heritage for Success ~

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
Monday, June 24, 2013 • 7:00 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action
 - a. Approve minutes from the June 10, 2013 City Council Meeting.
 - b. Approve claims.
 - c. Approve Fire Department payroll for July 1, 2013, in the amount of \$31,284.00.
 - d. Approve Fire Department officers for fiscal year 2013-2014.
 - e. Approve amendment to Fire Department By-Laws.
 - f. Approve e-mail hosting agreement with F&B Communications, Inc. in an amount of \$399.40.
 - g. Approve FY14 Cigarette Permit renewals for: Kum & Go; Dewey's Jack & Jill; Herb n' Lou's; Casey's General Store #2424; and BP Amoco.
 - h. Approve street closure of 2nd Street from Main Street to the Water Street Parking Lot from 5:00 p.m. on Friday August 2, 2013 to 12:00 a.m. on Sunday August 4, 2013 and on Main Street from Parkside to 2nd Street from 12:00 a.m. on Saturday August 3, 2013 to 12:00 a.m. on Sunday August 4, 2013 for activities associated with Hoover's Hometown Days.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Accept the resignation of Jennifer Harden./Move to action.
 - b. Resolution 1124, hiring Shanelle Peden as an administrative assistant and setting the salary for the position for fiscal year 2013-2014./Move to action.
 - c. Resolution 1125, approving a block time computer support agreement with F&B Communications, Inc. in the amount of \$3,125./Move to action.
 - d. Resolution 1126, approving a payment for services agreement with TAC 10, Inc. in the amount of \$3,500./Move to action.
 - e. Resolution 1127, accepting public improvements in Pedersen Valley, Part V./Move to action.

Mayor: Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Jim Oaks, Mary Beth Stevenson, Dick Stoolman
City Administrator/Clerk: Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin
Parks & Rec Director: Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

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CITY COUNCIL MEETING AGENDA
Monday, June 24, 2013 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- f. Mayor Mark Worrell - Appointments/Reappointments/Move to action.
 - i. Michael Schlitz – Library Board of Trustees, June 30, 2016
 - ii. Laura Gongora – Library Board of Trustees, June 30, 2016
- 8. City Staff Reports
 - a. City Administrator Matt Muckler – Fiscal Year 2013-2014 Roads & Street Budget
- 9. Comments from Mayor and Council Members
- 10. Motion to adjourn to executive session to discuss the purchase of particular real estate only where premature disclosure could reasonably be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa./Move to action.
- 11. Adjournment

(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

**June 10, 2013
7:00 p.m.**

Mayor Worrell opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Police Chief Mike Horihan, Library Director Nick Shimmin and Park & Recreation Director Melissa Russell.

Council members: Jordan Ellyson, Colton Miller, Jim Oaks, Mary Beth Stevenson and Dick Stoolman.

APPROVE AGENDA/CONSENT AGENDA

- a) Approve minutes from the May 20, 2013 City Council Meeting.
- b) Approve claims.

Motion by Miller to approve the agenda and consent agenda items a-b, second by Ellyson. AYES: Miller, Ellyson, Oaks, Stoolman, Stevenson. Motion carried.

Date 6-10-13	City Of West Branch	
	Claims Register Report	
Blue Cross Blue Shield	GF/Trust/Water/Sewer	9,298.48
EFTPS	Federal Withholdings	5,388.72
ETS Corporation	Credit Card Processing	0.22
Iowa Dept. of Revenue	Withholding	858.12
IPERS	GF/Library/RUT/Trust/Water/Sewer	7,358.79
Treasurer State Of Iowa	Iowa Sales Tax Pmt May	1,930.00
Wageworks	Flex Benefit	483.32
Payroll Expenses	GF/Library/RUT/Water/Sewer	<u>24,590.89</u>
		49,908.54
Fund Totals		
001 General Fund		21,017.79
031 Library		4,545.34
110 Road Use Tax		825.49
112 Trust And Agency		10,429.62
600 Water Fund		6,303.47
610 Sewer Fund		6,303.51
950 BC/BS Flexible Benefit		<u>483.32</u>
Grand Total		49,908.54

COMMUNICATIONS/OPEN FORUM

Shimmin introduced Michael Schlitz, candidate for the Library Board of Trustees. Shimmin stated that Mr. Schlitz is a teacher/librarian at Horace Mann Elementary School and well suited for serving on the Board.

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

Mayor Mark Worrell – Recognition of Chassis Engineering.

This item was postponed to a future meeting.

Resolution 1117, approving the development of the West Branch Dog Park./Move to action.

Animal Control Commission Chair, Dr. Alan Beyer, stated that grass is currently being planted. Fundraising efforts and construction activities are the next steps. Dr. Beyer stated that there is a ten-foot buffer planned to ensure dog waste does not enter the creek.

Motion by Stevenson to approve Resolution 1117 and second by Ellyson. AYES: Stevenson, Ellyson, Oaks, Stoolman, and Miller. Motion carried.

Resolution 1118, setting salaries for appointed officers and employees of the City of West Branch, Iowa for the fiscal year 2013-2014./Move to action.

Motion by Ellyson to approve Resolution 1118 and second by Miller. AYES: Ellyson, Miller, Stevenson, Stoolman, Oaks. Motion carried.

Resolution 1119, setting the salary for an appointed officer of the City of West Branch, Iowa for the fiscal year 2013-2014./Move to action.

Motion by Ellyson to approve Resolution 1119 and second by Miller. AYES: Ellyson, Miller, Stoolman, Oaks and Stevenson. Motion carried.

Resolution 1120, approving a surveying agreement with VJ Engineering in the amount of \$3,200 for Lot A of Block 1 of Lot B, I.W. Haines Subdivision./Move to action.

Worrell stated that this survey would establish the boundaries of the roadway connecting Beranek Park to Second Street. Oaks stated his support of the resolution and stated that the survey should be recorded after completion.

Motion by Oaks to approve Resolution 1120 and second by Miller. AYES: Oaks, Miller, Stoolman, Stevenson and Ellyson. Motion carried.

Resolution 1121, amending Rule 15 of the Council Rules of Procedure to include the Pledge of Allegiance./Move to action.

Motion by Miller to approve Resolution 1121 and second by Ellyson. AYES: Miller, Ellyson, Oaks, Stevenson and Stoolman. Motion carried.

Mayor Mark Worrell – Appointments/Reappointments/Move to action.

Dick Stoolman – Cedar County E-911 Service Board

Dick Stoolman – Cedar County Emergency Management Commission

Worrell stated that Stoolman has a vast amount of experience in this area and felt that he would represent the City of West Branch well on the Board and Commission.

Motion by Miller to approve appointment and second by Ellyson. AYES: Miller, Ellyson, Stevenson and Oaks. Stoolman abstained. Motion carried.

CITY STAFF REPORTS

City Attorney Kevin Olson – Discussion of Local Option Sales Tax (LOST)

Olson stated that the current LOST would pay off the Fire Department Expansion project ahead of schedule, prior to its current expiration on June 30, 2015. West Branch and Wilton are the only two communities in Cedar County that have sunset provisions on their LOST. Two approvals from the voters were discussed: one for a change of purpose to use the LOST through its current expiration and another vote to extend the LOST. Oaks asked what the purpose might be. Muckler recommended future LOST revenues could be used for road and street maintenance. Miller suggested that projects completed with the current LOST could build trust and confidence in voters when they considered an extension of LOST. Ellyson stated that she feels taxpayers have more confidence in the city government after seeing a large amount of projects completed in recent years. Stoolman stated that much of the LOST raised would come from Casey's after they open their new store. Muckler stated that future reductions in property tax by the state legislature should be considered in the Council's deliberations on this matter.

Park & Recreation Director – Summer Program Update

Russell stated that all summer programs are currently underway. There are fifteen adult volleyball teams. T-Ball numbers are strong this year. There is still time to sign up for swim lessons in Tipton. Day camp registrations are now being accepted. A teen trip to Maquoketa Caves is planned. Local businesses have stepped forward to provide lunches for the Lunch Bunch Program.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Stoolman asked about the lift station project. Muckler stated that Ricklefs Excavating, Ltd. has requested an extension and that a Council report was forthcoming. Council discussed the necessity for the fill on site to settle before the control building is located on the site. Ellyson complemented Boy Scout Troop 156 on their installation of the new sign at Wapsi Creek Park.

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

Motion by Ellyson to adjourn to executive session at 7:43 p.m. and second by Stevenson. AYES: Ellyson, Stevenson, Miller, Stoolman and Oaks. Motion carried.

Motion by Miller to adjourn from the executive session at 8:58 p.m. and second by Ellyson. Motion carried on a voice vote.

ADJOURNMENT

Motion to adjourn meeting by Miller, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 8:59 p.m.

Mark Worrell, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

Year															Total	Total			Sub-Total	Minus	Total
	Month	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Calls	Dollar	Meeting	Officer	Payroll	ISFA Dues	Payroll	
1	Dick Stoolman	2	5	13	7	6	11	1	3	4	5	6	5	68	\$340.00	\$115.00	\$1,200.00	\$1,655.00	\$20.00	\$1,635.00	
2	Kevin Stoolman	37	38	31	23	24	37	26	29	17	24	30	23	339	\$1,695.00	\$115.00	\$2,400.00	\$4,210.00	\$20.00	\$4,190.00	
3	Gerry Brick	5	5	6	4	7	8	1	0	0	0	0	0	36	\$180.00	\$20.00		\$200.00	\$20.00	\$180.00	
4	Kurt Johnson	0	0	5	1	1	0	0	1	0	0	0	0	8	\$40.00	\$90.00		\$130.00	\$20.00	\$110.00	
5	Jodee Stoolman	10	11	22	5	5	13	5	9	3	3	1	1	88	\$440.00	\$60.00		\$500.00	\$20.00	\$480.00	
6	Gary Milder	2	5	10	3	4	4	3	8	5	4	5	2	55	\$275.00	\$85.00	\$180.00	\$540.00	\$20.00	\$520.00	
7	Craig Cochran	1	7	10	5	2	7	5	3	8	8	3	6	65	\$325.00	\$105.00	\$480.00	\$910.00	\$20.00	\$890.00	
8	Rae Ann Hosier	8	3	13	3	0	2	0	3	2	1	5	5	45	\$225.00	\$85.00	\$1,500.00	\$1,810.00	\$20.00	\$1,790.00	
9	Mike Kusick	10	9	14	11	8	13	9	10	5	9	7	9	114	\$570.00	\$105.00	\$600.00	\$1,275.00	\$20.00	\$1,255.00	
10	David Hosier	21	14	27	11	14	12	5	17	14	7	20	15	177	\$885.00	\$105.00	\$600.00	\$1,590.00	\$20.00	\$1,570.00	
11	Matt Hills	25	15	9	7	13	14	5	12	9	12	22	12	155	\$775.00	\$55.00		\$830.00	\$20.00	\$810.00	
12	Matt Tisinger	19	25	20	13	8	24	18	16	13	16	18	15	205	\$1,025.00	\$105.00	\$180.00	\$1,310.00	\$20.00	\$1,290.00	
13	Andy Hosier	21	8	17	6	7	11	17	6	5	8	16	12	134	\$670.00	\$115.00	\$240.00	\$1,025.00	\$20.00	\$1,005.00	
14	Jim Friis	11	9	11	3	1	4	8	7	1	4	12	5	76	\$380.00	\$45.00		\$425.00	\$20.00	\$405.00	
15	Sandy Heick	11	12	14	10	11	14	9	8	14	8	8	10	129	\$645.00	\$105.00	\$1,800.00	\$2,550.00	\$11.00	\$2,539.00	
16	Tanya Havlik	17	12	13	8	3	8	8	5	7	1	3	5	90	\$450.00	\$100.00	\$600.00	\$1,150.00	\$20.00	\$1,130.00	
17	Kory Hanna	11	8	7	5	7	11	4	6	3	4	7	5	78	\$390.00	\$90.00	\$180.00	\$660.00	\$20.00	\$640.00	
18	Chad Schutte	4	7	9	7	9	12	7	7	8	13	6	6	95	\$475.00	\$80.00		\$555.00	\$20.00	\$535.00	
19	Mike Fair	21	14	20	6	13	21	12	13	12	8	16	16	172	\$860.00	\$85.00		\$945.00	\$20.00	\$925.00	
20	Zach Thomas	8	12	5	0	0	10	12	2	4	4	26	14	97	\$485.00	\$85.00	\$160.00	\$730.00	\$20.00	\$710.00	
21	Adam Fair	20	18	19	13	5	22	15	17	18	18	22	21	208	\$1,040.00	\$95.00	\$360.00	\$1,495.00	\$20.00	\$1,475.00	
22	Trent Tisinger	12	7	12	6	5	13	9	6	0	7	1	2	80	\$400.00	\$95.00	\$300.00	\$795.00	\$20.00	\$775.00	
23	Josh Worrell	15	23	21	8	2	16	18	18	13	14	14	20	182	\$910.00	\$100.00	\$80.00	\$1,090.00	\$20.00	\$1,070.00	
24	Ryan Jennings	10	17	14	1	6	12	7	12	6	16	9	12	122	\$610.00	\$80.00		\$690.00	\$20.00	\$670.00	
25	Trent Hansen	16	7	16	8	3	17	12	12	8	18	13	15	145	\$725.00	\$100.00	\$240.00	\$1,065.00	\$20.00	\$1,045.00	
26	Neil Gerot	9	7	8	3	7	0	7	1	2	2	3	5	54	\$270.00	\$55.00		\$325.00	\$20.00	\$305.00	
27	Dane Petersen	14	14	17	4	0	1	1	0	2	2	0	3	58	\$290.00	\$85.00	\$360.00	\$735.00	\$20.00	\$715.00	
28	Logan Cilek	13	5	14	7	4	18	14	19	10	14	6	14	138	\$690.00	\$115.00	\$360.00	\$1,165.00	\$20.00	\$1,145.00	
29	Austin Finnegan	12	9	18	6	10	10	9	11	13	12	8	15	133	\$665.00	\$75.00	\$360.00	\$1,100.00	\$20.00	\$1,080.00	
30	Rick Hansen	0	0	0	0	0	0	0	0	0	0	2	3	5	\$25.00	\$15.00		\$40.00	\$0.00	\$40.00	
31	Dan Heick	0	0	0	0	0	0	0	0	0	0	29	26	55	\$275.00	\$5.00		\$280.00	\$0.00	\$280.00	
32	Phil Brezina	0	0	0	0	0	0	0	0	0	0	0	13	13	\$65.00	\$10.00		\$75.00	\$0.00	\$75.00	
33														0	\$0.00			\$0.00	\$0.00	\$0.00	
34														0	\$0.00			\$0.00		\$0.00	
35														0	\$0.00			\$0.00		\$0.00	
36														0	\$0.00			\$0.00		\$0.00	
	Totals	49	44	45	31	30	42	33	33	34	32	39	42	454	\$17,095.00	\$2,580.00	\$12,180.00	\$31,855.00	\$571.00	\$31,284.00	
	Fire	10	14	12	7	2	8	10	1	5	8	7	11	95							
	Mutual Aid	0	2	2	1	0	1	2	5	0	1	3	2	19							
	Medical	38	27	30	19	27	31	20	23	27	21	29	25	317							
	Other	1	1	1	4	1	2	1	4	2	2	0	4	23							

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WEST BRANCH FIRE & RESCUE

P.O. Box 218 105 S. Second Street West Branch, IA 52358
Phone 319-643-2110 Fax 319-643-3293
Emergencies Dial 911

2013-2014 Officers

Chief- Kevin Stoolman

1st Assistant-Mike Kusick

2nd Assistant- David Hosier

President- Trent Tisinger

Secretary- Rae Ann Hosier

Treasurer- Jodee Stoolman

Trustee 1st Year- Josh Worrell

Trustee 2nd Year- Matt Tisinger

Trustee 3rd Year- Kory Hanna

Medical Officer- Sandy Heick

Assistant Medical Officer- Tanya Havlik

Training Officer- Joey Wendt

191- Captains- Austin Finnegan/ Adam Fair

192 Captain- Logan Cilek

195- Captain / Cub Cadet- Andy Hosier

196- Captain – Ryan Jennings

197- Captain – Zach Thomas

199- Captain – Craig Cochran

West Branch Volunteer Fire and Rescue Constitution and Bylaws

Be it resolved, that we solemnly pledge ourselves to sustain the officers in their performances of their duties, and hold ourselves bound in honor to conform to and abide by, in every respect, the following constitution and bylaws.

ARTICLE I

Name and Purpose

Section 1. This organization shall be known as the West Branch Volunteer Fire and Rescue Department.

Section 2. Its purpose shall be to preserve life and property in the West Branch fire district in cases of fire and/or other emergency and to promote through fire safety education the prevention of fire and/or other emergencies.

ARTICLE II

Membership

Section 1. The membership of this organization shall be composed of probationary, active, honorary members, and cadets.

Section 2. Any citizen in sound mind and body and who has attained the age of 18, and who is in good repute in this organization shall be eligible for membership.

Section 3. The applicants will be referred to the board of directors whose duty it will be to investigate the character of said applicant and report at the next regular meeting. After the report, an oral vote will be taken, when if one third or more negative votes appear and have been openly discussed, the applicant shall be declared rejected. If on the first ballot the applicant is rejected, the President may order a second vote. The second vote will be final and conclusive except, if after a period of six months has elapsed and if the candidate so desires he/she may file a new application. The same procedure of balloting shall prevail. All applications for membership shall be in writing, stating candidate's full name and age and signed by two proposing members who are in good standings. All new members will be accepted on January 1st of each year. Once approved through the department, the applicant shall be examined by a licensed physician, have updated immunizations, and must be in good health at which time the applicant will become a probationary member if there is a vacancy.

Section 4. After a period of six months a probationary member shall become an active member, providing all essential training requirements are fulfilled, and has demonstrated competencies to the training officer or their designee and may be elected on rolls to an office.

Section 5. Any member who has served twenty years of faithful service may become an honorary member, or any member who has rendered distinguished service to this organization may by a three-fourths vote of eligible voters present become an honorary member.

Section 6. Any Member may request a leave of absence of up to three months at which time the leave may be extended after a meeting with the trustees. The member is expected not to attend calls during this period but may resume active duty after written notification is received by the department.

Section 7. The number of active firefighters shall not exceed 35. This includes medical personnel but not cadets.

Section 8. Any member may be expelled from this department for cause, by a two-thirds vote of the active members present at any regular meeting. He/she must have been notified in writing, signed by the President, that charges will be preferred against him/her at this said meeting. This section shall not apply to special reasons for automatic discharge from the department, that are part of the bylaws, except where the reference is made to this section of the constitution.

Section 9. All active members shall live within a 5-mile radius of the city, or be employed within the city limits.

Section 10. All new members are subject to approval by the City Council.

Section 11. Firefighter Cadet Program

Purpose:

This program will provide the Operational Guidelines and the skills needed for any high school student to prepare them to become a regular firefighter in any volunteer or career fire department. This program will allow up to 5 applicants at least sixteen (16) years of age to the maximum age of legal majority (in most states 18 years of age).

Requirements:

Each applicant must meet the following criteria:

1. Be between age 16 years of age and the maximum age of legal majority (in most states 18 years of age).
2. Be in good health
3. Must complete the membership application and the Parental Consent Authorization Form
4. Must provide character references from each of 2 teachers.
5. Must be physically able to perform the duties of a Fire Cadet.
6. Must be able to follow strict orders.
7. Must provide proof the Fire Cadet maintains a C average or better while attending school.

Allowable duties of the Fire Cadet:

Each Fire Cadet will be allowed to do the following Fire Department functions:

1. All Fire Cadets will be eligible to attend all regular meetings, in house training sessions and any Fire Department Activity.
2. All Fire Cadets will be required to attend Cadet training classes and membership meetings.
3. All Fire Cadets will be allowed to respond to emergency incident scenes, except those listed in the Non-Allowable Section of these guidelines, under the following conditions:
 1. When permitted to respond to the emergency incident scene the Fire Cadet responsibility will be of the support nature only.
 2. The Fire Cadet is prohibited to respond directly to any incident scene. All Fire Cadets shall report (non-emergency) to their assigned station first. Only upon request of the Incident Commander, Chief Officer or Station Officer) and directly supervision), shall the Fire Cadet respond to any scene.
 3. The Fire Cadet's response may be in a department vehicle or department apparatus provided the department vehicle or apparatus is not considered to be the first initial attack vehicle or apparatus arriving on the incident scene.
 4. The Fire Cadet will be allowed to assist the firefighters with regular maintenance of the station facilities, equipment and apparatus.
 5. The Fire Cadet may operate (i.e. pump apparatus, set up equipment, ect) the Fire Department's apparatus during a supervised (non-incident) alarm training session.
 6. Fire Cadets will be utilized as support personnel on scenes as long as they operate outside a minimum safety zone area during incidents.
 7. Complete reading and homework assignments for training activities.

Non- Allowable Duties:

The following Non Allowable Duties shall be prohibited to all Fire Cadets:

1. No Fire Cadet shall be allowed to respond directly to any incident scene.
2. No Fire Cadet shall be allowed to be actively or directly involved in any of the following incidents:
 - A. Participate on any entry team while at the scene of a working structure fire or while conducting a live fire burn training exercise.
 - B. Participate on any entry team at a vehicle fire.
 - C. Participate in any offensive fire attack at natural ground cover fires.
 - D. Participate at any hazardous material or pollution spill accident.
 - E. Participate at any emergency rescues or emergency medical incident.
 - F. No Fire Cadet will be allowed to operate any emergency vehicle owned or used by the fire department on any public thoroughfare.
 - G. No Fire Cadet shall be authorized to have or install any emergency light or siren on their personal vehicle.
 - H. No Fire Cadet shall leave school during class time unless they have PART and have no classes after such time.

Course Training Subjects:

As a guideline, the following course outline shall be the first step of the training levels as established by this department and as recommended by the National Fire Protection Association.

- | | |
|----------------------|--------------------------------|
| 1. Orientation | 10. Automatic Sprinklers |
| 2. Fire Behavior | 11. Salvage and Overhaul |
| 3. Communications | 12. Breathing Apparatus |
| 4. Ropes and Knots | 13. Fire Hose |
| 5. Rescue Operations | 14. Fire Streams |
| 6. First Aid | 15. Fire Ground Ladders |
| 7. Forcible Entry | 16. Natural Ground Cover Fires |
| 8. Ventilation | 17. Hazard Materials |
| 9. Fire Inspections | 18. Vehicle Rescue |

Disciplinary Clause:

All Fire Cadets shall be required to operate under the accepted operating guidelines of this department. Failure to accept or adhere to any guidelines as established shall be just cause for disciplinary action in the form of suspension or termination as a member of this Fire Cadet Program.

The Fire Cadet may become a candidate for full membership in the department after their 18th birthday provided an opening exists.

The cadets shall be supervised by the Trustees.

Notification Letter and Parental/Guardian Consent Form

West Branch Fire and Rescue Fire Cadet Program

To: Parent/Guardian of Fire Cadet Applications
From: West Branch Fire and Rescue
Re: Son/Daughter's Application to become a Fire Cadet

Dear Parents/ Guardian:

Your Son/Daughter has requested an application indicating their interest in becoming a Fire Cadet with this Fire Department. Please review the attached Operating Guidelines and the attached Parental Consent Form. If you grant permission for their membership with this Fire Department, please complete the consent form and return it to the Fire Department.

Parental/Guardian Consent Form

We have reviewed the application and operating guidelines relating to the Fire Cadet Program and understand the requirements of being a Fire Cadet. We also understand my son/daughter's performance responsibilities and duties as a Fire Cadet with the West Branch Fire and Rescue.

We hereby give _____ our consent to become a Fire Cadet with the West Branch Fire and Rescue.

Parents or Guardians: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Signature of Parents: _____

Date: _____

ARTICLE III Officers

Section 1. The officers of this organization shall consist of a President, Secretary, Treasurer, Chief, Assistant Chief, Second Assistant Chief, Truck Captains, Medical Officer, Assistant Medical Officer Training Officer, , and three Trustees.

Section 2. This organization shall have a board of directors consisting of the President, Secretary, Treasurer, Chief, Assistant Chief, Second Assistant Chief, Medical Officer, Assistant Medical Officer, Training Officer, and the three Trustees.

ARTICLE IV Election of Officers

Section 1. The election of officers of this organization shall be annually. They shall assume their office on the first meeting night of July. The election shall be by ballot. It shall be held at the first meeting in June.

Section 2. All active members in good standing shall be eligible voters with the exception of the Chief. The Chief will vote only in the instance of a tie vote.

Section 3. All officers shall be elected by a majority vote of the members present.

ARTICLE V Responsibility

Section 1. Any member bringing any person into the fire station shall be held responsible for any act that person may commit.

ARTICLE VI Copies of the Bylaws

Section 1. Every member of the department shall be provided with a copy of the constitution and bylaws, every member shall also receive a copy and sign a certificate stating he/she has read and will adhere to these bylaws.

ARTICLE VII

Rules and Regulations

In order that this department may function efficiently, the following rules and regulations shall be observed and it shall be the duty of all active members to know them:

1. It shall be the first duty of all members to give strict obedience to the lawful orders of the elected and appointed officers.
2. Any member being disorderly toward another member while on duty at an emergency scene, shall be disciplined or expelled. The board of directors may direct the department in accordance with Article II Section 8 of the constitution.
3. All work at the fires or drills shall be done in a quick, orderly, and quiet manner.
4. In order to assure that there will always be an officer in command at fires the following shall be the chain of command: Chief, Assistant Chief, Second Assistant Chief, or most senior members with understanding of Incident Management System.
5. The officer in charge at the fire call shall fill out a report of the call in a book provided for this purpose immediately after returning to the station.
6. Primary Care giver during the rescue call is responsible for filling out medical paperwork immediately following the call.
7. The Fire Department shall report to the township trustees once a year.
- 8 The officer in charge shall remain in command until he/she is relieved by a higher ranking officer.
9. Command will be run under Incident Management System.

ARTICLE VIII

Meeting Times

This Fire Department Board of Directors shall meet regularly on the first Wednesday of each month at 6:30 p.m.

This Fire Department shall meet regularly on the first Wednesday of each month at 7:00 p.m.

This Fire Department shall meet regularly on the second Wednesday of each month at 6:30 p.m. for training.

ARTICLE VIII

Attendance

Section 1. All members shall be required to attend all meetings unless they have a reasonable excuse and have contacted an officer. Reasonable excuses are defined by the department as: sickness of the member, sickness of his/her immediate family, working, or out of town.

Section 2. Under order of business, "hearing of excuses or delinquents," each member as his/her name is called, shall give an excuse or be subject to penalty. Any member having been absent from regular meetings, or practice two times unexcused in succession will be contacted by a member of the trustees. After a third time unexcused, or without notifying the officer in charge either personally or by letter as to cause of said absence, the member shall be automatically dropped and in no case shall be considered a member of the said company.

Section 3. Any member off work on workman's compensation shall not participate in any training, or report to any calls in anyway. This notice should be given to the officers for approval of a leave of absence. A doctor's release will also be needed to return to active duty.

Section 4. Any member appearing at a call or drill under the influence of alcohol or drugs shall be disciplined or expelled. 1st offense will result in a 30-day suspension, 2nd offense will result in expulsion. The board of directors shall direct the department in accordance with Article II Section 8 of the constitution.

ARTICLE X

Training

Section 1. All current firefighters will be required to be trained Firefighter 1 level and/or Driver Operator Level. This will be shown with documentation of either a certification of the Firefighter 1 Class, Driver Operator Class, or a copy of completion certificate of the training.

Section 2. All firefighters will have to fulfill a mandatory 24 hours of continuing education training per year.

Section 3. All new firefighters of the department will be required to be trained Firefighter 1 level and/or Driver Operator level within 12 months of becoming members of the department.

Section 4. All new members of the department will be required to be trained Hazmat Operations level within 6 months of becoming a member of the department.

ARTICLE XI

Duties of the Officers

Section 1. The President shall preside at all regular and special meeting of this department. He/she shall preserve order and shall conduct all meetings in conformity with this constitution and bylaws. He/she shall order all disbursement of funds held in the hands of the Treasurer by countersigning all checks. He/she shall be in charge of all social activities and appoint committees and perform all other duties commonly belonging to the President. The President is also responsible for setting up all meals for regular meeting. It is the President's responsibility to page for any meeting.

Section 2. The Secretary shall keep a true and accurate account of the proceeding of every meeting in a book provided for that purpose. This shall be open to inspection by every member. He/she shall assist in the examination and auditing of all books and accounts belonging to the department. When the Secretary cannot attend a meeting he/she shall send the book of minutes in time for said meeting and deliver them to his/her successor. He/she shall call roll at meetings and drills. He/she shall attend to the department correspondence and perform all other duties commonly belonging to the office of secretary. The secretary will submit all State Fire Reports and Grass Fire Reports to the State of Iowa. He/She will also keep records of all Fire Training provided by the West Branch Fire Department. He She will be responsible for the annual trustee reporting each year.

Section 3. The Treasurer shall keep a book containing a correct amount of alt money received and expended, subject to inspection at any time, and give an account of all money on hand at each meeting. Under Inc. bylaws he/she shall pay no bill that has not been approved by the department, and signed by the President.

Section 4. The Chief shall have full charge of all apparatus and equipment and the building in which such apparatus is housed. He/she, or the highest-ranking officer, shall be in sole charge of this department at fires or rescue calls. The chief shall appoint people as he/she may deem advisable, for the efficient operation of the department at fires, drills or training sessions. The chief shall have the authority to take a part of his/her apparatus and department and respond to a call from another town or community. It shall be the duty of the Chief to make arrangements or provisions for suitable temporary protection and investigation. He/She will prepare monthly reports for meeting and shall establish committees as necessary for equipment purchases. The Chief shall work with the Assistant Chief's to prepare the Fire Department budget and attend all county meetings. He/She shall have the authority, subject to the approval by resolution of the City Council, to make mutual aid agreements with other departments in surrounding communities, and assist the Township Trustees. Additionally, the Fire Chief will work with the Mayor, City Council and City Administrator on the capital improvements plan, comprehensive plan and provide technical assistance regarding fire safety and sign all burn permits. The Fire Chief answers directly to the City Administrator. This is a 4 year term.

Section 5. The Assistant Chief shall report to the Chief at fires or drills and shall provide assistance to him/her in his/her duties. In the absence of the Chief he/she shall be in charge at fires and drills, and if the office of Chief has been declared vacant he/she shall be Chief for the remainder of the current term or until the successor of the Chief is elected and qualified. With the assistance of the Fire Chief and 2nd Assistant Chief, he/she shall prepare and propose the Fire Department budget and attend all county meetings.

Section 6. The Second Assistant Chief shall report to the Chief or Assistant Chief at fires or drills, and shall assist them in their duties. In the absence of both the Chief and the Assistant Chief he/she shall assume the duties of the Chief. With the assistance of the Fire Chief and the 1st Assistant Chief, he/she shall prepare and propose the Fire Department budget and attend all county meetings.

Section 7. Truck Captains shall be responsible for keeping trucks clean, do monthly logs on all equipment and make sure proper order is maintained. They shall notify the Chief and Second Assistant Chief of any work being done on a truck. Truck Captains shall be able to operate pump and train others on the operations of the truck. They shall make sure the proper repairs are made to maintain proper operation of the truck, and log all repairs in the log book. They shall check trucks weekly for the following: fuel, oil, batteries, tires, running lights, emergency lights, siren and radio. Truck Captains will need to have log books ready for inspection on officer's meeting night by the Chief and Assistants. Truck Captains must attend officers meetings.

Section 8. The Medical Officer shall be in charge of maintaining medical inventory, and working condition of all medical and rescue equipment. The medical log book will need to be ready for inspection on officer's meeting night by the Chief and Assistants. He/she shall provide a place in the station for every member to maintain a place and a means for their own training.

Section 9. Assistant Medical Officer shall assist the Medical Officer with maintaining medical inventory, and working condition of all medical and rescue equipment. The medical log book will need to be ready for inspection on officer's meeting night by the Chief and Assistants. He/she shall provide a place in the station for every member to maintain a place and a means for their own training

Section 10. The Trustees shall have three members each serving a three year term with no two trustees being voted on in any single year. They shall be responsible for handling personnel problems and conflicts; they shall screen new applicants, audit books of the firefighter's accounts.

Section 11. The Training Officer(s) shall coordinate training for regular meetings as well as any special training they deem necessary. They shall assist the secretary with maintaining records of said training. They shall assure the proper training of all probationary members and check the competency prior to active status. They must attend county meetings.

West Branch Volunteer Fire and Rescue Department Constitution and Bylaws

Updated and Reinstated on 7/1/2013

Fire Chief: _____

Secretary: _____

FBCom.net Web and E-mail Hosting Services Agreement

CLIENT INFORMATION *(the name of the company or organization that is requesting Web Hosting Services)*

Organization/Name: **City of West Branch**
Address: **110 N. Poplar St.**
City, State, Zip Code: **West Branch, IA 52358**

ADMINISTRATIVE INFORMATION *(the name of the person responsible for administration of the Web site)*

Name: **Matt Muckler**
Organization: **City of West Branch**
Address: **110 N. Poplar St.**
City, State, Zip Code: **West Branch, IA 52358**
Telephone Number: **319-643-5888**
E-mail Address: **matt@westbranchiowa.org**

BILLING INFORMATION *(if different)*

Name: **Matt Muckler**
Organization: **City of West Branch**
Address: **P.O. Box 218**
City, State, Zip Code: **West Branch, IA 52358**
Telephone Number: **319-643-5888**

ACCOUNT CONFIGURATION

Domain Name: **westbranchiowa.org**

I would like FBCom.net to register my new domain name: Yes: _____ No: X
(Payment and maintenance of your domain name with the selected registrar is your sole responsibility).

Web Hosting Package: (please choose one)

- ☐ Personal Web Plus (\$9.95/mo., \$20 setup charge)
☐ Standard Web (\$16.95/mo., \$25 setup charge)
☒ Premium Web (\$29.95/mo., \$40 setup charge)
☐ Corporate Web (\$39.95/mo., \$50 setup charge)

Your signature indicates acceptance of the “FBCom.net Web and E-mail Hosting Terms of Service” and “FBCom.net Acceptable Use Policy” (see below).

Signature: _____ Date: _____

FBCOM.NET Web and E-mail Hosting Terms of Service

1. **AGREEMENT.** This is an agreement between F&B Communications ("F&B") and you to provide Web Hosting services ("the Service"). By establishing an account or using the Service or equipment, you agree to be bound by this Agreement and to use the Service in compliance with F&B's Acceptable Use Policy, which is available by going to www.fbcom.net.

2. **TERM.** The term of this Agreement is for an initial term of twelve (12) months. This Agreement will automatically renew on a month-to-month basis after the end of the initial term unless you notify F&B, in writing, at least thirty (30) days in advance of the expiration of your then current term that you intend to cancel the Service. F&B reserves the right to change the price of the Service at any time with 30 days notice. Prices for other F&B services may change at any time upon 30 days notice and will be posted on the F&B homepage: www.fbcom.net. Current rates may also be obtained by calling (563) 374-1236.

3. **CANCELLATION.** If you are dissatisfied with the Service or any related terms, conditions, rules, policies guidelines, or practices, your sole remedy is to discontinue using the Service, cancel your account, and pay any cancellation fees that apply. Termination of the service does not release you from liability for charges due under this Agreement. To cancel the Service you must call (563) 374-1236 or write to F&B at 103 Main St. N., P.O. Box 309, Wheatland, IA 52777-0309. Cancellation will be effective at the end of the current billing period in which notice of cancellation is received. Upon cancellation, email service will be terminated and all data and files stored on F&B servers will be deleted. F&B may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if F&B, in its sole discretion, believes you have violated the Agreement or if you fail to pay any charges when due. Termination notice will be by email or U.S. Mail to the address you provided for the Service. All notices to you shall be deemed effective on the first (1st) day following the date of the email or on fourth (4th) day following the date of the mailing. Sections 1, 3, 4, 6, 7, 8 and 9 of this Agreement shall survive termination of this Agreement.

4. **PAYMENT.** Payment is due as specified on the monthly invoice. Any failure to pay when due may result in suspension or disconnection of service. A service fee of \$15 is required to re-establish suspended service. You are responsible for any charges to your account. Questions regarding charges to an account should be directed to the F&B Customer Service Department at (563) 374-1236. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old. Payment is due in full on delinquent date printed on monthly statement.

5. **INTERRUPTIONS OR FAILURES IN SERVICE.** F&B will make every effort to keep its network of servers running. However, Client understands and acknowledges that the servers will, from time-to-time, be disconnected due to routine maintenance, upgrades and other required events. Also, incidents outside of F&B's control may cause the servers to be disconnected from time-to-time. F&B will make its best effort to keep all the information on its servers backed-up, however, the Client should maintain a separate back-up of any of Client's information posted to the servers. A service fee of \$50.00 is required for the initial restoration of a Client's Web site from F&B's back-up files. A service fee of \$100.00 is required for each subsequent restoration. F&B is not responsible for lost material or information. Likewise, F&B is not liable for any loss of business or lost profits associated with an interruption or failure in service whether or not such damages are foreseeable.

6. **MONITORING THE SERVICES.** F&B has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if F&B, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or to protect itself and its subscribers. F&B may immediately remove your material or information from F&B's servers, in whole or in part, which F&B, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

7. **SECURITY.** F&B will make its best effort to maintain security on its network of servers. The Client, however, acknowledges and understands that the nature of the Web and the Internet is not secure by default. The Client assumes all responsibility for the appropriate use of hypertext based security scripts and directories. F&B is not liable for any loss of business, lost profits, lost data, failure of security or any and all damages whether or not such damages are foreseeable.

8. **INTELLECTUAL PROPERTY.** The Client assumes full responsibility for all content posted to F&B's servers on Client's behalf, including any trademark, copyright, patent or other intellectual property submitted to F&B for either creative services and/or straight posting to its servers. F&B reserves the right to remove any material which, in its sole opinion, may result in a violation of intellectual property rights of others or any other Federal, State, Common, International laws or regulations.

9. **ACCEPTABLE USE.** F&B reserves the right to suspend or cancel a Client's access to any or all services provided when F&B, in its sole opinion, decides that the account has been inappropriately used or has violated F&B's Acceptable Use Policy.

10. **PRIVACY.** It is F&B's policy to respect the privacy of our users. Our Privacy Policy is set forth in its entirety on our Web site available at www.fbcom.net.

11. **DISCLAIMER.** THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. F&B DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. F&B MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH F&B OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY F&B OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. F&B AND ITS EMPLOYEES, OFFICERS AND DIRECTORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING BUT NOT LIMITED TO ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. F&B IS NOT LIABLE FOR ANY LOSS OF BUSINESS, LOST PROFITS, LOST DATA, FAILURE OF SECURITY OR ANY AND ALL DAMAGES WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

12. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless F&B Communications, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or our Acceptable Use Policy by you. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf. Client agrees to indemnify, defend and hold harmless F&B against liabilities including but not limited to: 1) any injury to person or property caused by any products sole or otherwise distributed in connection with F&B's servers; 2) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; 3) copyright, trademark or patent infringement; and 4) any defective products sold to Client's customers from F&B's servers.

13. **JURISDICTION.** This Agreement is governed by and interpreted in accordance with the laws of the State of Iowa and any applicable Federal laws. The courts of the Judicial District of Clinton County, Iowa, shall have exclusive jurisdiction with respect to any proceeding in connection with this Agreement.

14. **MISCELLANEOUS.** This Agreement, the Acceptable Use Policy, and F&B's other agreements and policies posted on F&B's Web site constitute the entire agreement between you and F&B with respect to your use of the Service. F&B may revise, amend or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on F&B's Web site www.fbcom.net and/or by email and/or our various publications and mailings to you. Any revisions, amendments or modifications must be made in writing and authorized by F&B's General Manager. No changes to our Agreements and policies may be made without written and signed authorization from F&B's General Manager. Your use of our Service constitutes your continued acceptance of our Agreements and policies. If any provision of our Agreements and policies are found to be unenforceable or invalid, the remaining provisions shall be enforceable and valid to the greatest extent permitted by law.

Acceptable Use Policy

This Acceptable Use Policy ("**AUP**") governs high speed Internet service provided to you by **F&B Communications, Inc.** (together with any subsidiaries or affiliates providing your service, hereafter "**F&B**" "**we**" "**us**" or "**Company**") and includes the following terms and provisions as the same may be amended or modified from time to time as provided herein. The terms and provisions of this AUP are without limitation of any rights to suspend or terminate service that Company otherwise possesses under your Agreement or applicable law.

1. Applicability. This AUP applies to you as a customer and to any other person, authorized or abusive, using your service (each such person, a "**User**"). For purposes of this AUP, your use includes, and you are responsible for, the use of all Users who access service through your account. It is your responsibility to take precautions to limit access to service to approved Users.

2. Compliance Required. Pursuant to your Agreement, all customers have agreed to and must comply with this AUP. Company reserves the right to terminate or suspend service immediately or to otherwise disconnect, remove, block, filter or restrict your use of service if Company determines, in its sole discretion, that such use is illegal or violates this AUP. Company will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. If Company believes that you have used service for an unlawful or abusive purpose, Company may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to Company's forwarding of any such communications and information to these authorities. In addition, Company may provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or others. Company also reserves the right to take action on abuse which is not specifically named in this AUP at the sole discretion of Company. Use of the Company's systems and network constitutes understanding and agreement of this policy.

3. Prohibited Uses and Activities. This AUP identifies certain uses and activities that Company considers to be unlawful or abusive and therefore strictly prohibited. The examples listed herein are non-exclusive and are provided solely for guidance to customers. Company, at its sole discretion, reserves the right to discontinue service for any unlawful use. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other illegal or abusive uses or activities, the following constitute violations of this AUP:

a. Unlawful Use: Using service in any manner that violates local, state or federal law, including without limitation using service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.

b. Copyright or Trademark Infringement: Using service to transmit any material (by e-mail, file sharing software, direct download, FTP sites or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of Company or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, the digitization and distribution of copyrighted video or music, and the unauthorized transmittal of copyrighted software.

c. Violation of the Digital Millennium Copyright Act (DMCA): Using service to circumvent any technological measures used by copyright owners to protect their works or using service to produce or disseminate technology primarily designed or produced to circumvent DMCA protections, that have only limited commercially significant purpose or use other than to circumvent; or that are marketed for use in circumventing DMCA protections.

d. Harm to Minors: Using service to harm, or attempt to harm, minors in any way; including but not limited to activities involving child pornography or the sexual exploitation of children.

e. Threats: Using service to transmit any material (by e-mail or otherwise) that illegally threatens or encourages bodily harm or destruction of property.

f. Harassment and Cyberbullying: Using service to transmit any material (by e-mail or otherwise) that unlawfully harasses another.

g. Fraudulent Activity: Using service to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."

h. Forgery or Impersonation: Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.

i. Unsolicited Commercial E-mail/Unsolicited Bulk E-mail: Using service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.

j. Intentional Network Disruptions and Abusive Activity: Using service for any activity that adversely affects the ability of other people or systems to use service or third party Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. The transmission of viruses, malware, or engaging in "mail bombing," "chat flooding," cybersquatting, and similar unlawful behavior is also prohibited. Attempting to circumvent user authentication or security of any host, network, or account on Company's systems or the Internet at large ("cracking"). This includes scanning or probing ports without the consent of the owner of the machine being scanned.

k. Unauthorized Access: Using service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Company's or a third party's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.

l. Collection of Personal Data: Using service to collect, or attempt to collect, personal information about third parties without their knowledge or consent in violation of applicable state or federal law.

4. Network Management Practices. Service is available for individual customer use only and not for resale. Reselling service without Company's written authorization will be considered a violation of your Agreement and will result in termination of service. Pricing is based on contemplated usage not exceeding commercially reasonable limitations. Unlimited plans and features offered as part of any service may **ONLY** be used for normal residential or business use. During certain peak usage times, Company may limit data transfer speeds in a non-discriminatory fashion, which may slow the rate of streaming video or download speeds. Company will not unreasonably discriminate in the transmission of lawful network traffic, and will provide a reasonable description of network performance characteristics on our website. Company will not block access to lawful content or websites, applications, services, or non-harmful devices. Company will keep accurate records of your service location(s), quantities, and usage under your Agreement. Company reserves the right to immediately disconnect or modify your service if Company determines, in its sole and absolute discretion, that your use of service is, or at any time was, inconsistent with normal residential or business usage patterns or is otherwise in violation of this AUP. In the event your usage exceeds applicable usage limitations and as an alternative to disconnection of service, Company may offer you a revised Agreement including higher rates for usage of service that is deemed to be inconsistent with normal residential or business use. Company reserves the right to protect its network from harm, which may impact legitimate data flows. Company reserves the right to limit throughput or amount of data transferred, and to deny or discontinue service, without notice, to anyone it believes is using an unlimited data plan or feature in any manner prohibited herein or whose usage adversely impacts Company's network or service levels. Specific management practices and service descriptions and disclosure of service pricing can be obtained by contacting the company that you get your high speed internet bill from. You can access F&B's website at: <http://www.fbc.com.net> or <http://www.fbc-tele.com>. Current specific management practices and service descriptions of F&B Communications, Inc.'s Network Service can be found at: <http://www.fbc.com.net/networkmanagement.htm>. Disclosure of our service pricing can be found at: <http://www.fbc-tele.com/products/internet/>. F&B also offers a speed test site to any user or customer. It can be accessed at: <http://speedtest.fbc.com.net>.

5. Content. You will be liable for any and all liability that may arise out of the content transmitted by you. You shall assure that your use of service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. Company reserves the right to disconnect or suspend your service and remove your content from service if Company determines, in its sole and absolute discretion, that such use or content does not conform with any applicable law, the requirements set forth in this AUP or interferes with Company's ability to provide service to you or others. Company's action or inaction under this Section will not constitute any review, waiver or approval of your usage or content.

6. Service Monitoring. Company is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of service. However, Company may monitor the usage, bandwidth, transmissions and content of service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate service properly or to protect itself, its network and its customers and subscribers. Company reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to service.

7. Domain Name Service. Keeping registry information updated and accurate is the responsibility of the domain holder and not Company. Acceptable use of the domain name service does NOT include falsifying or omitting valid domain contact information, including the administrative, technical, zone, and billing contacts. Such usage will result in termination of service.

8. Remote PC Support. F&B offers a Remote Support Service for our customers whereby customers may request on-line assistance in resolving problems with their personal computers. In order to provide this service, F&B must be able to log into the customer's personal computer to diagnose the problem, perform such actions as F&B believes are necessary to correct the problem, and/or recommend corrective actions to be performed by the customer or by third parties. By requesting Remote PC Support Services from F&B customer agrees to the following:

a. F&B shall be authorized to log in to the customer's personal computer in order to perform such actions as it deems necessary to diagnose the cause and extent of the problem; perform such actions as it believes are necessary to correct the problem; and/or recommend corrective actions to be performed by the customer or by third parties.

b. Only qualified F&B employees will be assigned to perform Remote PC Support Services for customers.

c. Remote PC Support Services may only be provided with the customer's explicit permission and the remote session will be terminated permanently once the support issue is resolved to the customer's satisfaction.

d. Company shall not be liable to customers or third parties for any loss, costs, or damage to customer's personal computer or the contents thereof caused by or resulting from F&B's performance of Remote PC Support Services for customer, and customer shall indemnify and hold F&B harmless therefor.

9. Dial-up Access. Dial-up connections that are idle for 20 minutes or longer, or connected for more than 24 hours continuously, will be disconnected. Idle time is defined as a period during which no input or output is sent or received across the modem connection. Multiple simultaneous logins to a single dial-up account are prohibited.

10. Web/FTP Sites. Acceptable use of Company's web/FTP space does NOT include: Distribution of illegal pornographic or otherwise indecent or offending materials, distribution of restricted software or materials in violation of copyrights or distribution licenses, or any other illegal activity prohibited under Paragraph 3, above.

11. Theft of Service. You must notify Company immediately if you become aware at any time that your service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you provide such notification, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent or abusive use of service. Failure to do so in a timely manner may result in the disconnection of your service, additional charges to you, and civil or criminal liability. Until such time as Company receives notice of the theft, fraudulent use or abusive use, you will be liable for all stolen, fraudulent or abusive use of service. Company reserves all of its rights at law and equity to proceed against anyone who uses service illegally or improperly.

12. Indemnification. By activating or using service, you agree to use service only for authorized, lawful purposes in accordance with this AUP and your Agreement. In addition to being subject to other remedies, liabilities and obligations under law or applicable agreements, you shall defend, indemnify, and hold Company harmless from any claims, damages, losses, or expenses (including without limitation attorneys' fees and legal costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from the breach by you or your Users of any provision of this AUP. Company shall not be liable to customers or third parties for any loss, costs, or damage to customer's personal computer or the contents thereof caused by or resulting from Company's performance of Remote PC Support Services for customer, and customer shall indemnify and hold Company harmless therefor.

13. Termination of Service. Company has the right to terminate access to or use of this service as provided in this AUP and your Agreement. Access to and use of service is subject to strict compliance with law and applicable agreements.

14. Modifications. Company may modify the terms and conditions of this AUP in a commercially reasonable manner from time to time and shall provide you notice of such changes by publication **on our website**, bill message or other commercially reasonable notice. Your use of service following such notice constitutes your agreement to the modified terms and conditions.

15. Survival. The provisions of this AUP that by their sense and context are intended to survive the discontinuance or disconnection of your use of service shall survive such discontinuance or disconnection.

16. Governing Law. This AUP and the relationship between you and Company shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflict of law.

17. No Waiver of Rights. Company's failure to exercise or enforce any right under or provision of this AUP shall not constitute a waiver of such right or provision.

18. Severability. If any part or provision of this AUP is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this AUP.

19. Applicability to Attached Sites. Sites directly attached to Company backbone are expected to adhere to Company acceptable use policies. The individual who signed the contract is responsible for educating site users on acceptable use policies. Violations of the AUP by directly attached sites will be referred to the account owner for resolution. The account owner will be held responsible for any violations of the AUP.

20. Important Customer Information. In addition to the terms and conditions set forth in this AUP, service is subject to your Agreement, which you should read carefully before activating or using service. For additional terms and conditions of service, refer to your Agreement, or speak with a customer service representative.

IMPORTANT: By signing The SERVICE AGREEMENT AND/OR ACTIVATING OR USING SERVICE, you agree to comply with all of the APPLICABLE terms, conditions and provisions contained IN THE SERVICE APPLICATION, SERVICE AGREEMENT AND ANY APPLICABLE SERVICE TARIFFS, this ACCEPTABLE USE POLICY, THE TERMS AND CONDITIONS OF SERVICE, AND YOUR SELECTED SERVICE PLAN OR SERVICE PACKAGE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF SERVICE, PLEASE NOTIFY US PRIOR TO INSTALLATION AND WE WILL CANCEL YOUR SERVICE.

F&B Communications, Inc.
103 Main St. N.
Wheatland, IA 52777-0309
<http://www.fbcom.net>

You can find a copy of this acceptable use policy at: <http://www.fbcom.net/acceptableusepolicy.htm>

Members of West Branch City Council
City of West Branch
110 N. Poplar St.
West Branch, IA 52358

June 17, 2013

Members of West Branch City Council,

This letter is to inform you of my resignation, effective July 12, 2013, from my position as Administrative Assistant for the City of West Branch.

I have enjoyed working for the City of West Branch and with the City staff over the past eight months. I have decided to pursue other employment opportunities.

Sincerely,

Jennifer Harden

RESOLUTION 1124

A RESOLUTION HIRING SHANELLE PEDEN AS ADMINISTRATIVE ASSISTANT FOR THE CITY OF WEST BRANCH, IOWA, SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2013-2014.

WHEREAS, the City of West Branch is interested in hiring Shanelle Peden as an administrative assistant.

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

Section 1. That the City of West Branch, Iowa will hire Shanelle Peden as administrative assistant.

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
Administrative Assistant	Shanelle Peden	\$15.29/hour	40/week

SECTION 3. The above-named employee is subject to the City of West Branch, IA Employee Handbook applicable to their department.

SECTION 4. This resolution will be effective upon final passage of the City Council.

SECTION 5. The hourly wage established in this resolution shall be effective upon final passage of the City Council.

Passed and Approved this 24th day of June, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1125

RESOLUTION APPROVING A BLOCK TIME COMPUTER SUPPORT AGREEMENT
WITH F&B COMMUNICATIONS IN THE AMOUNT OF \$3,125.

WHEREAS, the City of West Branch is in need of contracting services with a company to provide telephone, remote and on-site technical support services for the City's information technology; and

WHEREAS, F&B Communications, Inc. has provided an agreement for City Council review that would provide a block time of fifty hours; and

WHEREAS, the agreement requires the approval of the West Branch City Council.

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

* * * * *

Passed and approved this 24th day of June, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



TECHNOLOGY SOLUTIONS: AN F&B COMMUNICATIONS SERVICE
BLOCK-TIME COMPUTER SUPPORT AGREEMENT

This Block-Time Computer Support Agreement (hereinafter "Agreement") is made and entered into this 17th day of June, 2013, by and between Technology Solutions: An F&B Communications Service (hereinafter "F&B") and City of West Branch (hereinafter "Client").

WITNESSETH: WHEREAS, Client desires to engage F&B to provide Computer Support services as defined herein. NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SUPPORT OF CLIENT SERVICES

1.1. Responsibility for Support. In consideration of the compensation payable to F&B pursuant to Section 2 hereof, F&B shall provide a predetermined number of telephone, remote and on-site technical support hours for computer and peripheral hardware and software related issues for the equipment installed and in operation as listed in Appendix A.

A. During the Term of this Agreement, F&B shall:

- a. Initial Callback. Provide an initial callback to Client from a qualified technician within thirty (30) minutes of request for support during normal business hours of 8:00 am to 5:00 pm, Monday through Friday, excluding holidays.
- b. Service Level. Provide Client with technical assistance via telephone or remote support, when applicable, or on-site for support issues within four (4) business hours (excluding travel time) from time of dispatch during normal business hours of 8:00 am to 5:00 pm, Monday through Friday, excluding holidays.
- c. Accrual of Time. Telephone or remote support accrues in fifteen (15) minute increments. On-site support accrues with a one (1) hour minimum per visit and then in thirty (30) minute increments. An additional allowance up to one (1) hour per visit shall accrue for travel time when on-site support services are utilized.

1.2. Services Covered. Specific responsibilities of F&B and the Client are detailed herein. F&B offers computer service, maintenance and repair service (hereinafter "Service") in a "best effort" approach. The installation, use, inspection, maintenance, repair or removal of the Service(s) could result in service outage or potential damage to Client's hardware, software, files, data, peripherals, commercial building, home or other property. Client is solely responsible for backing up all computer files. The following services, while not an exhaustive list, are covered under the general scope of this Agreement.

- a. Computers and Servers. Provide Microsoft Windows server and desktop operating system installation, maintenance and troubleshooting.
- b. Peripherals. Provide peripheral installation, maintenance and troubleshooting.

- c. Software. Provide software installation and troubleshooting. In order to offer the most efficient troubleshooting, F&B shall rely upon Client's vendor-specific software support agreements for business-critical or line-of-business applications.
- d. Networking. Provide network equipment and cabling installation, maintenance and troubleshooting.
- e. Security. Provide firewall and security hardware and software installation, maintenance and troubleshooting.
- f. Proactive Maintenance. Provide proactive maintenance services to identify and address potential issues that can lead to downtime or data loss.

1.3. Exclusions. Specific responsibilities of F&B and the Client are detailed herein. The following exclusions are outside F&B's service liability under this Agreement.

- a. Hardware, Equipment or Consumables. This agreement does not cover the purchase of new or replacement hardware, equipment or consumables. Equipment lost, stolen, or damaged due to negligence, tampering, misuse, accident, or resulting from any act of nature, or resulting from electrical storms, lightning from violent weather, power outages, failure to maintain proper equipment environment or other Acts of God is not covered under this Agreement.
- b. Software. This Agreement does not include the actual cost of software or software upgrades for new features and enhancements. Software upgrades may be installed through the course of maintenance provisions in order to rectify software related problems that may arise. If a software upgrade is installed, Client will have to purchase rights to use new enhancements and features if they wish to benefit from these. Client is also responsible for the on-going costs of any recommended vendor-specific software support agreements or extended warranties.
- c. Physical Exclusion. F&B is not responsible for adjusting or moving any equipment in any way or the failure of any equipment that has been moved with or without F&B guidance and will not be liable for injury, damage, or claim to person and or properties that may arise through the maintenance of the system and or failure thereof.

2. COMPENSATION

- 2.1. Compensation.** In consideration for the Service provided to Client pursuant to Section 1 hereof, Client agrees to pay F&B a predetermined amount as outlined in Appendix A.
- 2.2. Medium of Payment.** All compensation is payable in U.S. Dollars.
- 2.3. Payment of Compensation.** Payment will be due in full upon execution of this agreement.
- 2.4. Refund of Payment.** Unless there is a breach of this Agreement, payment is non-refundable.

3. TERM AND TERMINATION

- 3.1. Term.** The term of this Agreement is for twelve (12) calendar months or until the predetermined number of hours has been depleted.
- 3.2. Termination.** In the event of a breach or failure to perform obligation under the Agreement, written notice shall be provided and the party responsible for the failure shall be given 30 days to cure the default. Failure to cure would provide the other party the right to terminate. In any case either party has the right to terminate with thirty (30) days advance notification.

NOTICES

- 3.3.** Notices shall be in writing and except where the context otherwise requires, shall be mailed by prepaid U.S. Certified Mail, Return Receipt Requested, addresses to:

TECHNOLOGY SOLUTIONS:
An F&B Communications Service
108 Jefferson St. E.
P.O. Box 309
Wheatland, IA 52777

CITY OF WEST BRANCH
110 N. Poplar St.
P.O. Box 218
West Branch, IA 52358

Or at such other addresses as the respective parties may from time to time in writing designate. Except where the context otherwise requires, all such notices shall be deemed to have been given on the day received.

4. MISCELLANEOUS

- 4.1. Software.** It is the Client's responsibility to provide valid, licensed copies of the operating system or other software application installed on the Client's system(s). F&B shall have no liability for the violation of any copyright, trademark or other proprietary rights of any third party. If licensed software is not provided, F&B may be unable to thoroughly troubleshoot or repair the system(s).
- 4.2. Limitation of Liability.** F&B and its officers, directors, employees, contractors and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of Client's hardware, software, files, data, peripherals, commercial building, home or other property. Client assumes all responsibility for impacts to or loss of any warranty associated with the opening of Client's computer for installation, maintenance, repair or removal of the Service. F&B shall not be liable for failure to perform due to circumstances beyond such party's control. Such circumstances shall include, but not limited to, civil disturbances, rules or regulations, changes in law, or Acts of God beyond F&B's control.
- 4.3. Representations.** F&B will make its best effort to provide the Service(s) but due to the complex nature of certain Service(s), it may not be possible to provide Service(s) to Client in all instances. In its sole discretion, F&B may cancel the Service process and refund any money that Client has paid. F&B shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or maintenance or provide the Service. F&B does not represent, warrant, or covenant that installation or maintenance will enable Client to successfully access, operate or use the Service(s). F&B MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES ARE F&B AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND REPRESENTATIVES LIABLE FOR THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD-PARTY CLAIMS AGAINST CLIENT FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, CLIENT'S HARDWARE, SOFTWARE, FILES, DATA, COMMERCIAL BUILDING, HOME OR OTHER PROPERTY; 3) ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS; 5)

4.4. Indemnification. Client agrees to indemnify, defend and hold harmless, F&B and its officers, directors, employees and contractors from any and all claims, demands, lawsuits or actions, which may arise as a result of a breach of this agreement, including reasonable attorneys' fees.

4.5. Agreement. It is agreed to and understood that this agreement constitutes the entire agreement between the parties, and supersedes and replaces all other prior understanding or agreements relating the equipment and services covered by this agreement. This agreement may not be changed, modified or varied except by the specific written and signed approval by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties here to have entered into this Agreement in Wheatland, Iowa, upon the date first written above.

Technology Solutions:

An F&B Communications Service:

Client:

By: _____

Date: _____

By: _____

Date: _____

Appendix A
SYSTEM DESCRIPTIONS

Location 1: 110 N. Poplar St., West Branch, IA 52358

Block-Time: 50 hours

Rate: \$3,125.00 (tax exempt)

RESOLUTION 1126

RESOLUTION APPROVING A PAYMENT FOR SERVICES AGREEMENT WITH TAC 10, INC. IN THE AMOUNT OF \$3,500.

WHEREAS, the City of West Branch Police Department is in need of upgrading their Customer Records Management System to their existing TAC 10 software product; and

WHEREAS, TAC-10 has provided a payment for services agreement for City Council review; and

WHEREAS, the agreement requires the approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement with TAC-10 be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

* * * * *

Passed and approved this 24th day of June, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



Payment for Services Agreement

Since TAC 10, Inc. ("TAC 10") and West Branch, Iowa Police Department ("Customer") have entered into a Service Level Agreement ("SLA") on the 7th day of June 2011; now

TAC 10 and Customer agree to the following payment terms for services ("Agreement") rendered under the SLA.

Additional Services:

In conjunction with Section 7 of the SLA (Additional Services) Customer desires that TAC 10 upgrade Customer's Records Management System (RMS) to TAC 10's .Net software product ("Project"). The parties have agreed in advance that the fee for this upgrade will be \$3,500. This fee is discounted substantially from TAC 10's normal cost for performing .Net software upgrades of this type because of Customer's close proximity to the location TAC 10's headquarters, because of the smaller-than-average size of the agency, and also because of Customer's willingness to be flexible with the timing of the upgrade to fit into TAC 10's project schedule.

Comments and Conditions:

Customer is responsible for upgrading its own computer server(s), workstations, and computer network to match the requirements of the TAC 10 .Net platform. Customer is also responsible for ongoing maintenance and support of its computer network on which the TAC 10 software will operate, as outlined in the SLA.

If a project delay occurs, which is not the fault of TAC 10 or is not caused by TAC 10, Customer will still be obligated to the payment terms and dates contained in this Agreement. TAC 10 may not be able to reschedule the delayed portion of the project in a timely manner, although TAC 10 will make its best effort to do so at minimal additional inconvenience or expense to Customer.

During the course of the Project, Customer must be current on all payments due to TAC 10 – including Project milestone payments and annual software maintenance fees – before proceeding to the next milestone event.

TAC 10 will require access to at least one Customer Super User for RMS who will become an Advocate for Change Management within the agency. TAC 10 will work with Customer's Advocates (at least 1 person, preferably 2 or more) during system preparation and setup prior to user training and system Go Live. TAC 10 will work with these Advocates to help them understand the system at an advanced level so they can conduct a thorough evaluation of the staging environment for the agency. This is a key role necessary for a successful project implementation.

No RMS product customizations are included in this process. If, as a result of the upgrade process, software modifications are requested and agreed upon by TAC 10, whether billable or not, such modifications will not alter or delay scheduled milestone payments or the Training and Go Live

schedules. TAC 10 will be able to include many previously customized RMS forms (which are currently in use in Customer's existing RMS) in the new system, but it will not be possible to include all of these in the new .Net RMS platform. For the forms and business processes which are not transferrable to the new platform, Customer will continue to use its existing "fat client" RMS for these business functions. TAC 10 will make its best effort to support the old system for this purpose for as long as possible at no additional charge beyond Customer's annual maintenance payments on the new system.

Project schedule:

The project plan will be conducted over a 4 month period of time – currently scheduled to begin in November 2013 with a March 2014 Go Live. TAC 10 will complete the project sooner if its upgrade calendar allows, but TAC 10 assures Customer of a Go Live date no later than March 2014.

Milestone Payment terms:

\$3,500 due with this signed Payment for Services Agreement

TAC 10 Guarantee:

Since Customer is paying TAC 10 in full for all services associated with this project prior to project Go Live, TAC 10 guarantees that the project will be fully implemented as follows:

If TAC 10 is unable to complete all the steps contained in the Project Plan (see below) within a 9-month timeframe, Customer, at its discretion, will be granted a full refund of the entire amount paid to TAC 10. If the request is made after agency users have been trained on the new platform, Customer will be given a 50% refund. No refund is warranted nor will it be given after the agency is live on the new software platform.

TAC 10 will provide a staging system that will be deployed on Customer's computer server before training is conducted. This staging system will be reviewed by Customer's staff before training is scheduled. This guarantee provides Customer the protection needed in assuring that TAC 10 follows the project plan in a timely manner and Customer verifies the value in what TAC 10 is offering before any portion of this guarantee would lapse. If Customer cancels the agreement and at a later date decides to move to the TAC 10 .Net platform, a new agreement would then be required.

Project Plan:

TAC 10 will create a project plan with Customer's input prior to the project launch. Each party will appoint a Project Manager through which communication for this Project will flow and Project progress will be monitored. Regular Project conference calls will be held to ensure timely progress of the project. The Project plan will contain more details related to the following summary description:

Once the Project Managers are determined, the Parties will hold a project launch conference call to gather information to construct the Project plan.

Customer will appoint Super Users for the Project. These Super Users will play key roles during the Upgrade Preparation and Staging System portion of the Project.

The training will be conducted in two steps. Once customer's staging system is installed, TAC 10 will review the Project plan with the Super Users and train them remotely on the new software.

At least one Super User must be in attendance for each training session when the staff is being trained.

IN WITNESS WHEREOF, TAC 10 and Customer have executed this Payment for Services Agreement on this _____ day of _____ 2013.

TAC 10, Inc.

CUSTOMER

By: _____

By: _____

Mark M. DeGroote
President

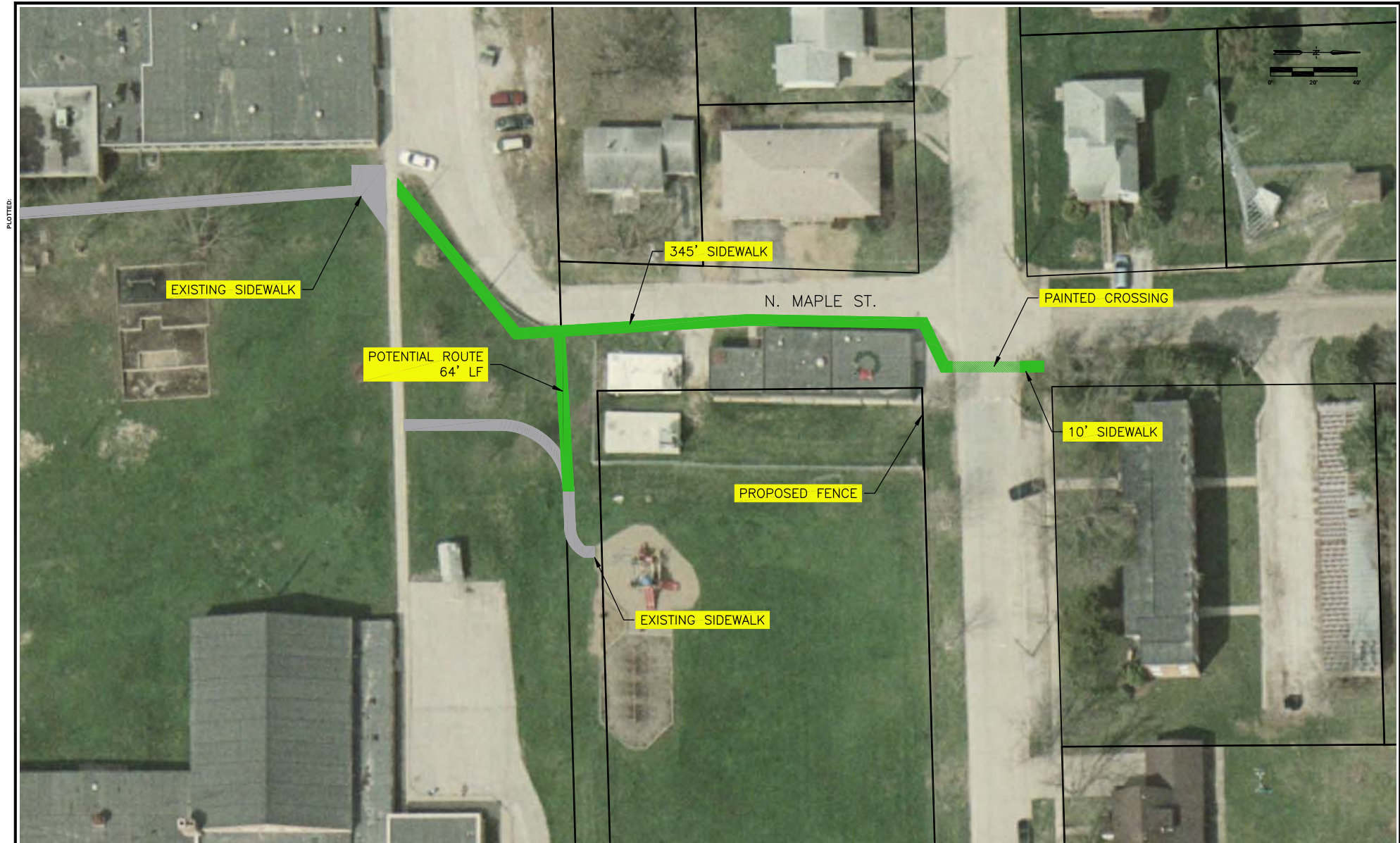
Mark Worrell
Mayor


TAC 10, Inc.
1005 Technology Parkway
Cedar Falls, IA 50613-6951

City of West Branch
110 North Poplar Street
West Branch, Iowa 52358

319.433.7500

319.643.5888



DATE	REVISIONS		SCALE	AS NOTED	VERIFY SCALE	 VEENSTRA & KIMM, INC. 860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)	West Branch Iowa	NORTH MAPLE STREET SIDEWALK	DWG. NO.
			DRAWN	EDG	BAR IS ONE INCH ON ORIGINAL DRAWING.				1
			CHECKED	DRS	0 1"				
			APPROVED	DRS	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.				
			DATE	8-16-12					
			ISSUED FOR	ESTIMATE	PROJECT				

PLOTTED:

DATE PLOT:

6761 Capital Improvement Streets – Public Works has listed below projects and the estimated completion cost for each project. A large portion of projects will be done in house. This will allow the City to save on some projects and allow for some projects that would not otherwise be possible.

1. Removal and expansion of the existing parking lot at Beranek Park. This will also include revamping the existing landscaping as the expansion of the parking will remove a good portion of it. – In house . Scheduled for 2013 . Paid for (\$25,000) in Park & Rec Budget.	\$0 GF
2. Addition of a concrete parking lot at Wapsi Creek Park. – In house . Scheduled for 2014 . Park & Rec \$8,672 for parking lot. + \$16,328 for street = \$25,000 total project cost.	\$16,328 RUT
3. Sidewalk repairs. – In house .	\$5,000 GF
4. Pour concrete in the cold side of the shop. This is our storage area. It has a gravel floor. Pouring this would finish off the interior of the shop, allow us to put up shelving that we already own and store supplies up off the floor. – In house	\$8,000 RUT
5. Removal and placement of the section of South Downey Street that runs from Wetherell to Main Street along Heritage Square. Completion of this would finish off our work in Heritage Square for the most part and give the area a finished look. – In house	\$4,000 RUT
6. Street patches in various places around town, mainly concrete streets. – In house	\$5,000 RUT
7. Main Street Sidewalk Payment	\$9,332 GF
8. Approximately 300 ton of ¾ inch road stone for use on resurfacing of 300 th Street east of where pavement ends near the city brush pile. This is per an agreement with the County.	\$3,000 RUT
9. Poplar Street overlay project. This was budgeted for last year. Several factors played into making us hold off on this. We would like to budget it in this year and get it done.	\$35,000 RUT
10. Replacement of one block of Green Street. This would be the block from Fourth Street to Fifth Street. At the moment it is sealcoat, we would like to replace it with curb and gutter and asphalt. All major utilities under this are relatively new or will be replaced prior to any work being done on this street reconstruction.	\$50,000 RUT
11. Repairs to alleys. We have a never ending job of cleaning up gravel off of roads after rain storms. We would like to do a combination of sealcoat and concrete work to the problem alleys in town to alleviate our workload and provide us with a better street surface to maintain.	\$20,000 GF
Subtotal for improvements	\$155,660
12. Safe Road to School Contingency/Maple Street Sidewalk/Capital Improvement Plan	\$47,611
13. Pedestrian Bridge – Hoover Trail to West Branch Village – Engineering	\$25,000 All GF
Total RUT of \$121,328 + Total GF of \$101,038 = Grand Total of \$222,366	\$228,271

City of West Branch, IA FY 14 Capital Improvement Projects

Projects by Funding Source

General Fund-Roads & Streets

Sidewalk Repairs *	\$5,000	
Main Street Sidewalk Payment	\$9,332	
Alley Repairs *	\$20,000	
SRTS Contingency/Maple St/CIP	\$47,611	
Pedestrian Bridge Engineering	<u>\$25,000</u>	
GF – Roads & Streets Total		\$106,943

General Fund-Park & Rec

Wapsi Creek Park (Green St) *	\$8,672	
Beranek Park – Parking Lot *	<u>\$24,000</u>	
GF – Park & Rec Total		\$32,672

Road Use Tax

Wapsi Creek Park (Green St) *	\$16,328	
Public Works Building Concrete *	\$8,000	
South Downey Street *	\$4,000	
Street Patching *	\$5,000	
300 th Street Rock	\$3,000	
Poplar Street Overlay	\$35,000	
Green Street (4 th -5 th)	<u>\$50,000</u>	
RUT Total		<u>\$121,328</u>

Grand Total \$260,943

001-5-2-210-6761	GF – Roads and Streets	\$106,943
110-5-2-210-6761	RUT – Roads and Streets	\$121,328
001-5-4-430-6792	GF – Park & Rec	<u>\$ 32,672</u>
Total		\$260,943

Projects by Completion Date

December 31, 2013 (\$69,332)

Beranek Parking Lot *
Public Works Building Concrete *
300th Street Rock
Pedestrian Bridge Engineering
Main Street Sidewalk Payment

June 30, 2014 (\$114,000)

Wapsi Creek Park *
South Downey Street *
Green Street Overlay
Poplar Street Overlay

Year Round (\$77,611)

Street Patching *
Sidewalk Repairs
SRTS/Maple St/CIP Plan
Alley Repairs

* Denotes In-House Project