

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, July 8, 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 24, 2013 City Council Meeting.
 - b. Approve claims.
 - c. Approve purchase of replacement police sedan for the 2006 Dodge Charger.
 - d. Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
 - e. Approve transfer of \$29,542.00 from Emergency Fund to General Fund.
 - f. Approve revised Fire Department payroll for July 1, 2013, in the amount of \$31,855.00.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell – Recognition of Chassis Engineering
 - b. West Branch Preservation Commission & Main Street West Branch Recommendations for Town Hall Renovations
 - c. First Reading of Ordinance 713, amending Chapter 65 “Stop or Yield Required.”/Move to action.
 - d. Resolution 1128, fixing a date for a public hearing on proposal to enter into a General Obligation Property Acquisition Loan Agreement and borrow money in a principal amount not to exceed \$400,000./Move to action.
8. City Staff Reports
 - a. Library Director Nick Shimmin – Summer Reading Program
9. Comments from Mayor and Council Members
 - a. Mayor Mark Worrell – Discussion of Resolution 1129, approving a purchase agreement with PV Properties LLC for approximately twenty-two acres of land in the amount of \$375,000.
10. Adjournment

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

(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 24, 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, Deputy City Clerk Dawn Brandt, Police Chief Mike Horihan, Fire Chief Kevin Stoolman, Library Director Nick Shimmin, Park & Recreation Director Melissa Russell and Public Works Director Matt Goodale.

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

APPROVE AGENDA/CONSENT AGENDA

- 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.

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

DATE 6-24-13	City Of West Branch	
	Claims Register Report	
Aero Rental Inc	Library - Snow Cone Machine	88.86
Air Cooled Engine	Cemetery - Parts	131.44
Alliant Energy	Various Depts - Utilities	7,952.81
Amazon	Library - Books	685.36
At Technology Group	Police-Srv To Install Server	3,320.00
Awe Digital Learning	Library - Literacy Station	2,728.00
Baker & Taylor Inc.	Library - Books	800.70
Barron Motor Supply	Water - Supplies	178.99
Best Buy	Police - Camera/Bag	669.98
Blank Park Zoo	Library - Library Program	144.70
Blue Cross Blue Shield	Insurance	9,241.53
Bound Tree Medical	Fire - Supplies	141.89
BP Amoco	Sewer/Police/Fire - Fuel	2,205.50
Business Radio Sales	Fire - Service/Supplies	147.00
CDW Government Inc.	Police - Computer Supplies	2,122.64
Cedar County Assessor	Police - WB Map	10.00
Cedar County Recorder	Legal - Recording Fees	41.00
Cedar Rapids Photo Copy	Library - Toner	102.15
Chauncey Butler Post 514	Water - Flag	20.00
Clemens, Jodi	Park & Rec - Refund Swim Bus	30.00
Community State Bank	Fire Dept Expansion Loan Pmt	8,364.57
Computer Projects Of Il	Police-OpenFox Annual License	312.00
Creative Software Services	Admin - Computer Consulting	150.65
Croell Redi-Mix	Sewer/P&R/Streets - Concrete	7,065.77
Culligan Water	Fire - Water Cond Rental	32.95
Dave's Welding & Repair	Sewer - Supplies	75.24
Davidson Titles Inc.	Library - Books	1,848.20

Dearborn National Insurance	Life Insurance	56.95
Deli-Cioso	Refund ABD Fees	463.13
Deluxe Corporation	Admin - Bank Deposit Slips	44.00
Demco	Library - Supplies	54.59
Deweys Jack & Jill	Sewer/Lib/P&R - Supplies	81.73
Ed.M.Feld Equipment	Fire - Boots/Gear	3,521.00
EFTPS	Federal Withholdings	10,576.43
ETS Corporation	Water/Sewer - Credit Card Fees	24.18
F&B Communications	Water/Sewer/Admin - Computers	14,428.73
FEH Associates	Library - Prefunding Phase Srv	12,090.84
Galls -- An Aramark Co	Police - Boots	192.98
General Pest Control	Library - Service	70.00
Gierke-Robinson	Sewer - Supplies	351.00
Greatamerica Leasing	Admin - Copier Lease	252.06
Grout Museum District	Library - Program	266.30
Hansen, Trent	Police/Fire - Firewall/Router	1,594.23
Hawkins Inc	Water - Azone	1,301.25
Hewlett-Packard Company	Police - Computer Switch/Server	2,655.84
Hy-Vee	Park & Rec - Supplies	111.84
ICAD Group	Econ Dev - Fy13 Contribution	2,750.00
Iliowa Investment Inc	Streets - 280th & Downey Project	80,173.39
Iowa Assn. Mun. Utilities	Water - Eiasso June - Aug	538.62
Iowa DNR	Water- Oper Cert Renewals	360.00
Iowa Department Of Revenue	Payroll Expense	873.55
Iowa Finance Authority	Water Sinking-SRF Rev Bond Pmt	54,512.50
Iowa League Of Cities	Admin - IMPI Training Classes	658.00
Iowa One Call	Water/Sewer - Service	117.00
Ipers	Ipers	7,259.75
John Deere Financial	Water - Supplies	488.67
Johnson County Refuse	Solid Waste - Recycling/Tags/Cleanup	5,132.30
Kevin D Olson	Legal Services For June 2013	1,500.00
Kingdom Graphics	Police - Uniform Shirts	45.96
L. L. Pelling Co. Inc	Streets - Premix	157.50
Lease Consultants	Library - Copier Lease	59.00
Lenoch & Cilek	Park & Rec - Striping Paint	47.19
Liberty Communications	Various Depts - Phone Service	1,071.27
Linn County R.E.C.	Streets - Utilities	120.00
Lynch's Excavating Inc	Sewer/Streets/Water - Service Repairs	21,323.50
Lynch's Plumbing Inc	Park & Rec - Service At Park	145.00
Mediacom	Admin - Service	81.80
Menards	Sewer/Library - Supplies	1,620.25
Midwest Janitorial Service	Lib/TH/Police/Admin - Cleaning	637.00
Municipal Supply Inc.	Water - GPS Card & Links	1,098.72
Nolan, Karla	Park & Rec - Swim Bus Refund	10.00
Overdrive Inc	Library - Ebooks	157.75
Payroll Expense	Payroll Expense - June	48,294.51
Physio-Control Inc	Fire - Battery/Supplies	2,243.00
Pitney Bowes	Admin - Postage Machine Lease	444.03
Play It Again Sports	Park & Rec - T-Balls	89.97
Plumbers Supply	Water - Supplies	166.86
Plunkett's Pest Control	Admin/Town Hall - Pest Control	91.52
Port 'O' Jonny	Park & Rec/Cemetery - Service	166.00
Postmaster	Admin - Po Box Renewal Fee	38.00
Pyramid Services Inc.	Sewer - Supplies	162.31
Qc Analytical Services	Sewer - Testing	3,658.00
Quality Engraved Signs	Admin - Nameplate	14.62
Quill Corp	Various Depts. - Supplies	1,045.61
Racom Corporation	Police/Fire - Equipment/Supplies	9,115.27
Ricklefs Excavating Ltd	Wastewater - Lift Station	184,959.30
River Products Company Inc	Sewer/Water - Roadstone	684.48
Russell, Melissa	Park & Rec - Reimbursement	92.00

Sandry Fire Supply Llc	Fire - Vehicle Wash	810.00
Schimberg Co	Water - Supplies	2,008.22
Secretary Of State	Admin - Brandt Notary Renewal	30.00
Sexton, Michael	Park & Rec - Refund Volleyball	25.00
Shanelle M Peden	Cable - Videotaping	150.00
Shimmin, Nick	Library - Postage Reimb.	23.21
Shive Hattery Inc	P&R -WB Comm Center Site Study	1,843.80
Sprint	Police - Service	179.97
State Hygienic Lab	Water - Testing	22.00
Thomas, Mark	Sewer - Reimbursement	205.40
Treasurer State Of Iowa	Iowa Sales/W/H Tax May 2013	4,273.09
Trugreen	Park & Rec - Lawncare	365.00
Tyler Technologies	Admin - Mag Stripe Reader	85.00
UPS	Sewer - Shipping	97.76
Upstart	Library - Supplies	6.50
US Cellular	Various Depts. - Phone Service	539.49
Veenstra & Kimm Inc.	Sewer/Streets-Engineering	3,220.86
Wageworks	Flex - Hcfsa & Dcfsa	796.43
Walmart	Library - Supplies	189.48
Water Solutions	Water - Chemicals	2,442.00
Wersinger, Nicole	Park & Rec - Refund Bus	30.00
West Branch Comm. Schools	Library - Ad	65.00
West Branch Family Practice	Fire - Phillip Physical	75.00
West Branch Ford	Police -13 Explorer Oil Change	33.94
West Branch Repairs	Police/Fire - Service	681.12
West Branch Times	Legal - Publications	456.30
Wex Bank	Police - Fuel	572.73
Windstar Lines Inc	Park & Rec - Fun City Trip	830.00
Woody's Heating & Air Cond.	Admin - Service Air Cond.	118.00
Yoder Roofing & Const.	Admin - City Office Roof	8,403.00
	TOTAL	557,531.51

Fund Totals	
001 General Fund	154,974.15
022 Civic Center	604.63
031 Library	29,025.19
110 Road Use Tax	29,784.98
112 Trust And Agency	11,638.79
226 Go Debt Service	8,364.57
600 Water Fund	29,615.05
603 Water Sinking Fund	54,512.50
610 Sewer Fund	53,255.92
614 Wastewater Lift Station	184,959.30
950 BC/BS Flexible Benefit	796.43
Grand Total	557,531.51

COMMUNICATIONS/OPEN FORUM

Muckler stated that Cedar County Engineer Rob Fangmann contacted city staff and would like the council to consider renumbering addresses on Fawcett Drive. Currently there are buildings with a 300 address and a 600 address. Semis are experiencing difficulties finding the Procter & Gamble facility via GPS and some trucks have become stuck on Cedar County roads. Muckler suggested using all 100 addresses on Fawcett Drive for all properties between Baker Avenue and Charles Avenue on Fawcett Drive.

Mackenzie Krob, Main Street Program Director, announced that Thursday, June 27, 2013 will be the last concert on the Village Green. The band Feralings will be playing. Main Street has kicked off a fundraising campaign with a portion of the proceeds going to the West Branch Fire & Rescue. Tickets are \$100 with a \$10,000 grand prize.

Jim Thompson, with Main Street Iowa, will be in town July 10 to do a business consult with all business owners.

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

Accept the resignation of Jennifer Harden./Move to action.

Muckler said that Harden has decided to pursue other opportunities. He thanked her for her service and said that she will be missed. Her last day will be July 12, 2013.

Motion by Miller to accept resignation of Jennifer Harden, second by Ellyson. AYES: Miller, Ellyson, Oaks. NAYS: Stoolman. Absent: Stevenson. Motion carried.

Resolution 1124, hiring Shanelle Peden as an administrative assistant and setting the salary for the position for fiscal year 2013-2014./Move to action.

Muckler said that Peden's start date would be July 1, 2013. Peden was the top choice of applicants that applied last October. Her salary will be the same as the current administrative assistant with the July 1 pay increase.

Motion by Stoolman to approve Resolution 1124, second by Miller. AYES: Stoolman, Miller, Ellyson, Oaks. Absent: Stevenson. Motion carried.

Resolution 1125, approving a block time computer support agreement with F&B Communications, Inc. in the amount of \$3,125./Move to action.

Muckler said that this support agreement would provide a block time of fifty hours of technical support services for the City's IT services. Hourly rate is \$62.50 an hour and that there was no time limit in using the 50 hours.

Motion by Miller to approve Resolution 1125, second by Ellyson. AYES: Miller, Ellyson, Oaks, Stoolman. Absent: Stevenson. Motion carried.

Resolution 1126, approving a payment for services agreement with TAC 10, Inc. in the amount of \$3,500./Move to action.

Horihan stated that approval of Resolution 1126 would provide the Police Department with an upgraded Customer Records management system to their existing TAC 10 software. This will not be transferred over until November and will be paid in the FY14 budget. Muckler said that TAC 10 is located close to West Branch and that the Police Department negotiated a discounted price for this service. The annual fee will not be affected by the upgrade.

Motion by Miller to approve Resolution 1126, second by Ellyson. AYES: Miller, Ellyson, Oaks, Stoolman. Absent: Stevenson. Motion carried.

Resolution 1127, accepting public improvements in Pedersen Valley, Part V./Move to action.

Muckler said that developer has completed the construction of municipal improvements, except for the sidewalks to be constructed on each lot. The City Engineer has reviewed the improvements and they meet the City standards.

Motion by Stoolman to approve Resolution 1127, second by Miller. AYES: Stoolman, Miller, Ellyson, Oaks. Absent: Stevenson. Motion carried.

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

Motion by Ellyson to approve Appointments/Reappointments, second by Miller. AYES: Ellyson, Miller, Oaks, Stoolman. Absent: Stevenson. Motion carried.

CITY STAFF REPORTS

City Administrator Matt Muckler – Fiscal Year 2013-2014 Roads & Street Budget

Muckler discussed possibly using the FY14 budgeted amount designated for the Safe Routes contingency for the Maple Street sidewalk or a capital improvements plan. The Maple Street sidewalk from Orange Street into the middle school was in the shared priorities of the Council and the School Board. Worrell asked if the school would be participating in the cost of the project. Muckler said that the City would pay for the sidewalk located on City property and that the School would fund the portion of the project located on the Middle School campus.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Stoolman asked about the detour for 6th and Main Street project. Goodale said that Main Street would be closed Monday, evening June 25 until Friday evening June 28. Council discussed removing trees in the boulevard to provide emergency access through until the project is completed.

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 Miller to adjourn to executive session at 7:41 p.m. and second by Ellyson. AYES: Miller, Ellyson, Oaks, Stoolman. Absent: Stevenson. Motion carried.

Motion by Miller to adjourn from the executive session at 8:32 p.m. and second by Stoolman. Motion carried on a voice vote.

ADJOURNMENT

Motion to adjourn meeting by Miller, second by Stoolman. Motion carried on a voice vote. City Council meeting adjourned at 8:33 p.m.

Mark Worrell, Mayor

ATTEST: _____
Dawn Brandt, Deputy City Clerk

**City of West Branch
RECORDS DESTRUCTION FORM**

Page 1 of 1

CAUTION: A state record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. Any record subject to federal audit must be retained until the expiration of the audit period or the period specified in the City of West Branch Records Retention manual, whichever is later.

Departmental Destruction		<input checked="" type="checkbox"/> I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Records Retention Schedule and that all audit and administrative requirements have been satisfied. <input checked="" type="checkbox"/> I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and all administrative requirements have been satisfied.
Date of Records Destruction: July 23, 2013		
Department Name: Administration – City Office		
Destruction Method:		
Shredding _____ Discard _____ Outside Vendor <u> X </u>	Document Destruction & Recycling Services	
Destruction Witness:		
Destruction certificate		

Description of Records The contents of each box should be listed separately	Inclusive Dates	Retention Period	Record Type
Water/Sewer/Recycling – Monthly utility billing & usage journals	8/1/2006 to 8/1/2007	5 years	Water/sewer utility records - Paper
Investment Bank Statements	7/1/2007 to 6/2008	5 years	Financial records – Revenue - Paper
US Bank checking account bank statements	7/1/2006 to 6/2008	5 years	Financial records – Banking - Paper
Accounts payable, invoices, bills, check stubs	7/1/2004 to 6/30/2005	5 years	Financial records – Account payable - Paper
Accounts payable, invoices, bills, check stubs	7/1/2006 to 6/2007	5 years	Financial records – Account payable - Paper

INSTRUCTIONS FOR FILLING OUT THE RECORDS DESTRUCTION FORM

1. Fill in the department name and date.
2. Locate a description of your records in the Records Retention Schedule and record.
3. Enter the description of the records in the “Description of Records” column.
4. Fill in the “Inclusive Dates” of the records. Please include month and year.
5. Fill in the “Retention Period” listed for the records in the Records Retention Schedule.
6. Fill in the “Record Type” of the records (for example, P= Paper, E=Electronic, etc.).
7. The completed *original* Records Destruction form must be maintained as a permanent record at the City Office.

Year	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	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						

Agx

CITY OF WEST BRANCH
COUNCIL ACTION REPORT

MEETING DATE: July 8, 2013

AGENDA ITEM: 7b

DATE PREPARED: July 3, 2013

STAFF LIAISON: City Administrator Matt Muckler

TITLE: West Branch Preservation Commission & Main Street West Branch Recommendations for Town Hall Renovations

WORKSHOP CONSENT NON-CONSENT REPORTS PUBLIC HEARING

PROJECT DESCRIPTION:

At the January 10, 2013 City Council Budget Work Session, a discussion of potential renovations to the Town Hall building were discussed. At the January 22, 2013 Council Meeting, additional Council discussion took place on the potential renovations. There have been four main objectives identified by staff that could be accomplished by a renovation of Town Hall, while maintaining the building's primary focus as a public meeting and gathering space:

- 1) Make the building accessible. This is important not only for voting, but also for allowing access to the building for all of our community members for all events held in the Town Hall.
- 2) Provide modern his and hers restroom facilities on the main floor of the building (in the vicinity of the current Park & Rec Office).
- 3) Convert the two-car garage space into more usable space, which could include stairs, an elevator or lift to allow people access to the main floor, an office (for park & rec), a conference room and a lobby area.
- 4) Restrict access to the basement and provide a space for Police Department evidence storage (in an area of the basement that is secure) and general Police Department and Park and Recreation storage.

At the January 22, 2013 City Council Meeting, Main Street West Branch offered the services of Main Street Iowa Design Specialist Tim Reinders. Mr Reinders recently visited West Branch and discussed the facility renovation needs with the West Branch Preservation Commission. The Commission has reviewed the conceptual drawings provided by Mr. Reinders and have developed several recommendations for the City Council as they consider potential renovations to the Town Hall. The West Branch Preservation Commission believes that the lower version of Sheet Number 1 of 2 would be the preferred plan of action for interior renovations. Their main recommendations include:

- 1) Do not decrease size of events/community/main room but if space is needed, reduce the size of the kitchen,
- 2) It would be best to have the bathrooms on the same level as the main room,
- 3) The old garage should have two rooms,
- 4) Exterior modifications should be harmonious with the structure,
- 5) Preserve the Veteran's memorial in the main room.
- 6) Additional concerns include a) keeping the coat racks close to the main room, b) water fountains, c) the proposed lift enclosure should be sympathetic to the interior architecture, and d) there is an exterior door in the kitchen that needs to be factored into the project.

ATTACHMENTS:

Pages 1-2: Proposed Façade Renovation prepared by Main Street Iowa, June 20, 2007.
Pages 3-4: Proposed Interior Renovation prepared by Main Street Iowa, June 4, 2013.
Page 5: Examples of Wheelchair Platform Lift Enclosures



Existing

Main Street Iowa Proposed Facade Renovation Town Hall Building West Branch, Iowa



IOWA
life | changing

Notes:

- >With the newly renovated space for City offices, the need to incorporate council chambers and city staff has been met. Therefore, this structure will remain predominately a public meeting/gathering space.
- >The main space needs to be handicapped accessible. The insertion of an elevator inside the structure is the ideal solution and should be pursued. This drawing shows an exterior ramp leading to the side entrance. The ramp is screened by a solid masonry wall. The wall is enhanced with a historic mural. The mural can be ceramic tile or it can be three dimensional brick.
- >This view shows how the ramp can still allow light to enter the lower level and how the ramp meets the corner.
- >The existing landing must be large enough to meet ADA standards to allow users to access the entrance.
- >The ramp does not improve access to the lower level. An elevator is the best solution for total access.
- >The door must be switched to allow easier access from the ramp area.





Existing

Main Street Iowa Proposed Facade Renovation Town Hall Building West Branch, Iowa

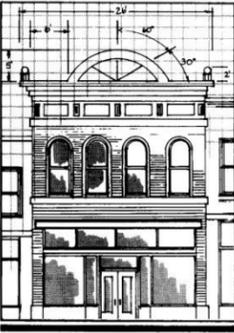


IOWA
life | changing

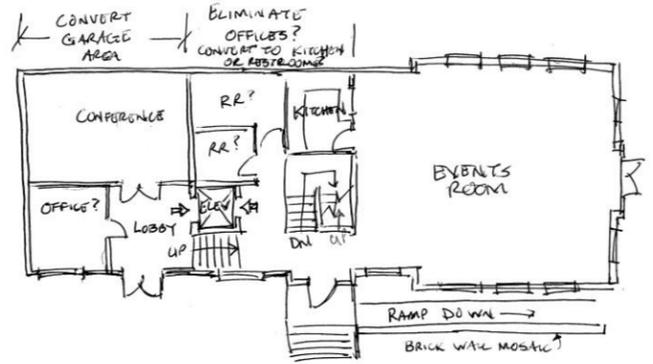
Notes:

- >With the newly renovated space for City offices, the need to incorporate council chambers and city staff has been met. Therefore, this structure will remain predominately a public meeting/gathering space.
- >The current garage area should be converted to a usable space. This area can be directly accessible from grade by converting the overhead doors into windows and a door system as shown. Alternative layouts are shown on the separate diagrams.
- >The main space needs to be handicapped accessible. The insertion of an elevator inside the structure is the ideal solution and should be pursued. This drawing shows an exterior ramp leading to the side entrance. The ramp is screened by a solid masonry wall. The wall is enhanced with a historic mural. The mural can be ceramic tile or it can be three dimensional brick.
- >The existing landing must be large enough to meet ADA standards to allow users to access the entrance.
- >The ramp does not improve access to the lower level. An elevator is the best solution for total access.
- >The door must be switched to allow easier access from the ramp area



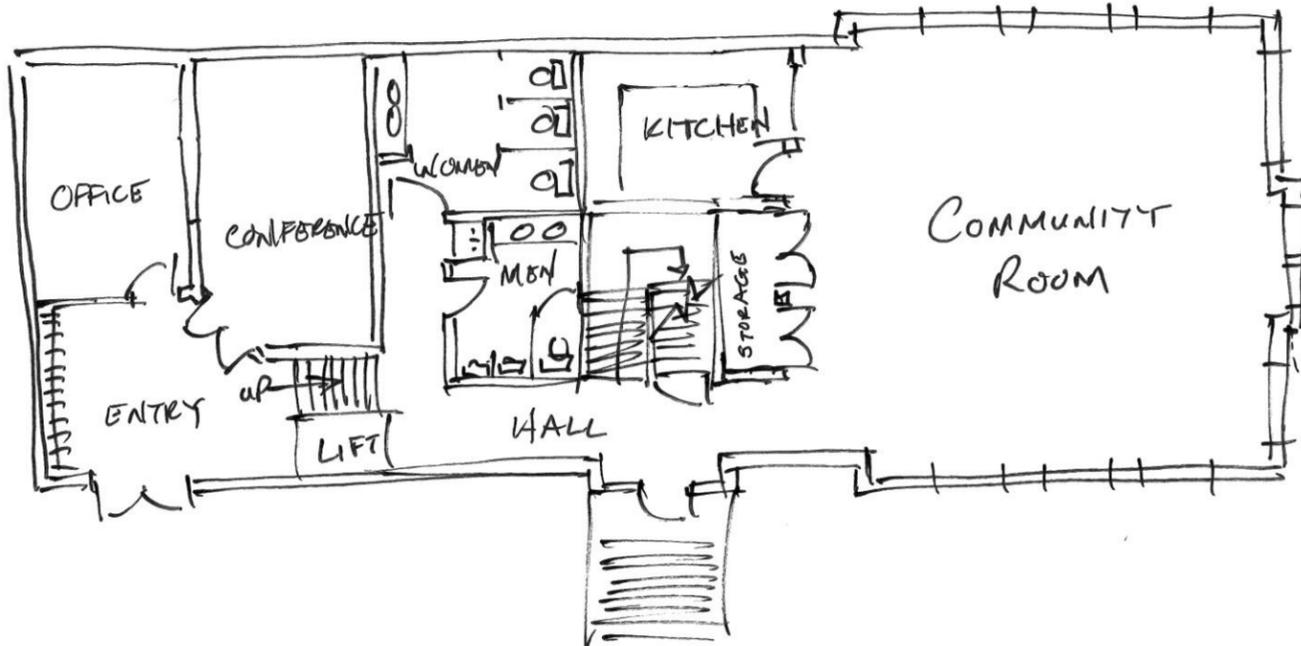
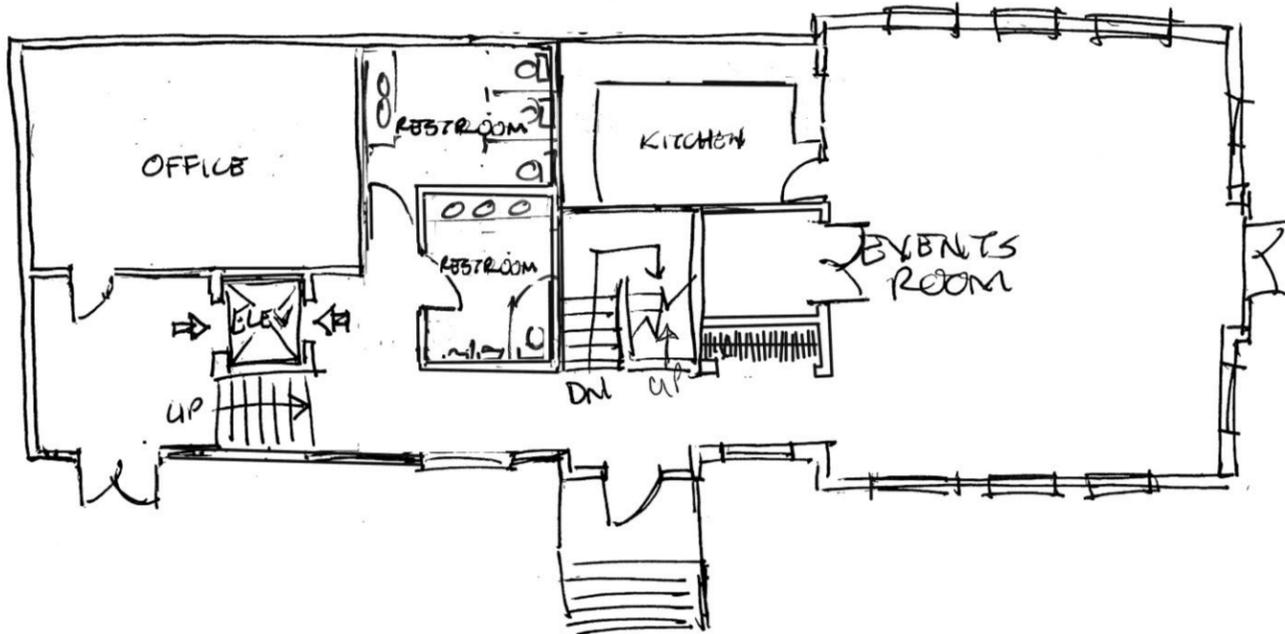


**Main Street Iowa
Proposed Interior Renovation
Town Hall
West Branch, Iowa
Project #04613
June 4, 2013**



Original Proposal

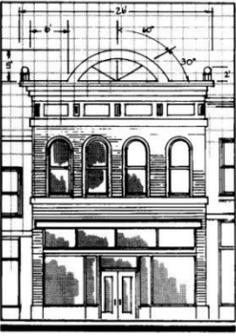
Proposed



NOTES:

- >These two designs are variations of the proposal from 2007 (Shown in top right corner) The basic concept remains – convert the existing garage space into finished space with a new at grade handicapped accessible entrance, new restrooms, some offices and an interior lift/elevator to improve accessibility. One change from 2007 is that the lower level/basement is no longer intended for public accommodation which provides alternatives to location and type of accessibility improvements.
- >By omitting the lower level, the stairs and a wheelchair lift are recommended for the garage space. This will save costs because the existing structure of the main floor will not have to be modified to accommodate stairs or an elevator shaft. Exact location of the stairs and lift (or small more enclosed elevator) are slightly different in each option. The top option shows a more traditional elevator (or enclosed lift) located further away from the existing floor of the main space. This location creates a larger landing/lobby/hall area on the main (upper) level.
- >Both options remove the existing office and also take space from the existing kitchen to provide space for new restrooms on the main floor. The short corridor to the rear (women’s) restroom is now recommended on the north side to open the upper landing area and provide easier access to the stairs, elevator/lift and restrooms for all users.
- >The location of the stairs/elevator/lift on the top drawing makes access to the office/conference room more limited. Therefore the top option recommends an office only – no conference room. (Using a small traditional elevator instead of a lift will take up more room and be more costly. A lift should be sufficient and it could be installed in such a way to look integral to the building and not simply a piece of equipment set on the floor. See additional example sheet of ways to integrate into the architecture of the building.)
- >Expanding the kitchen to the south is also recommended to recapture some of the lost space taken for the restrooms. This also creates an opportunity to provide some storage for tables and chairs. Each option takes a slightly different approach. The top option extends the kitchen and storage the most (slightly reducing available space in the main room).
- >A coat rack is also provided in each option, but in slightly different ways. The top option locates it adjacent to the main room and the bottom option includes it in the new entry lobby in the current garage space.

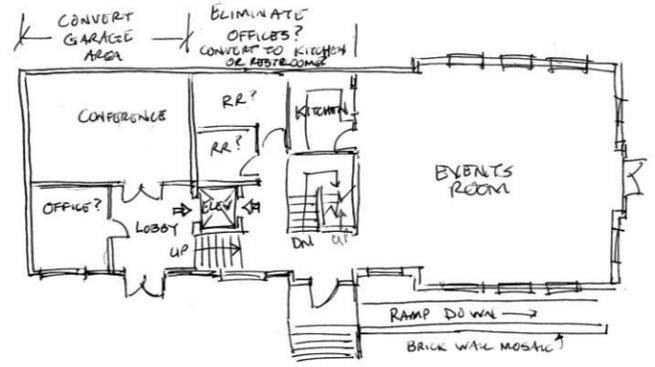
MAIN STREET
I O W A



IOWA

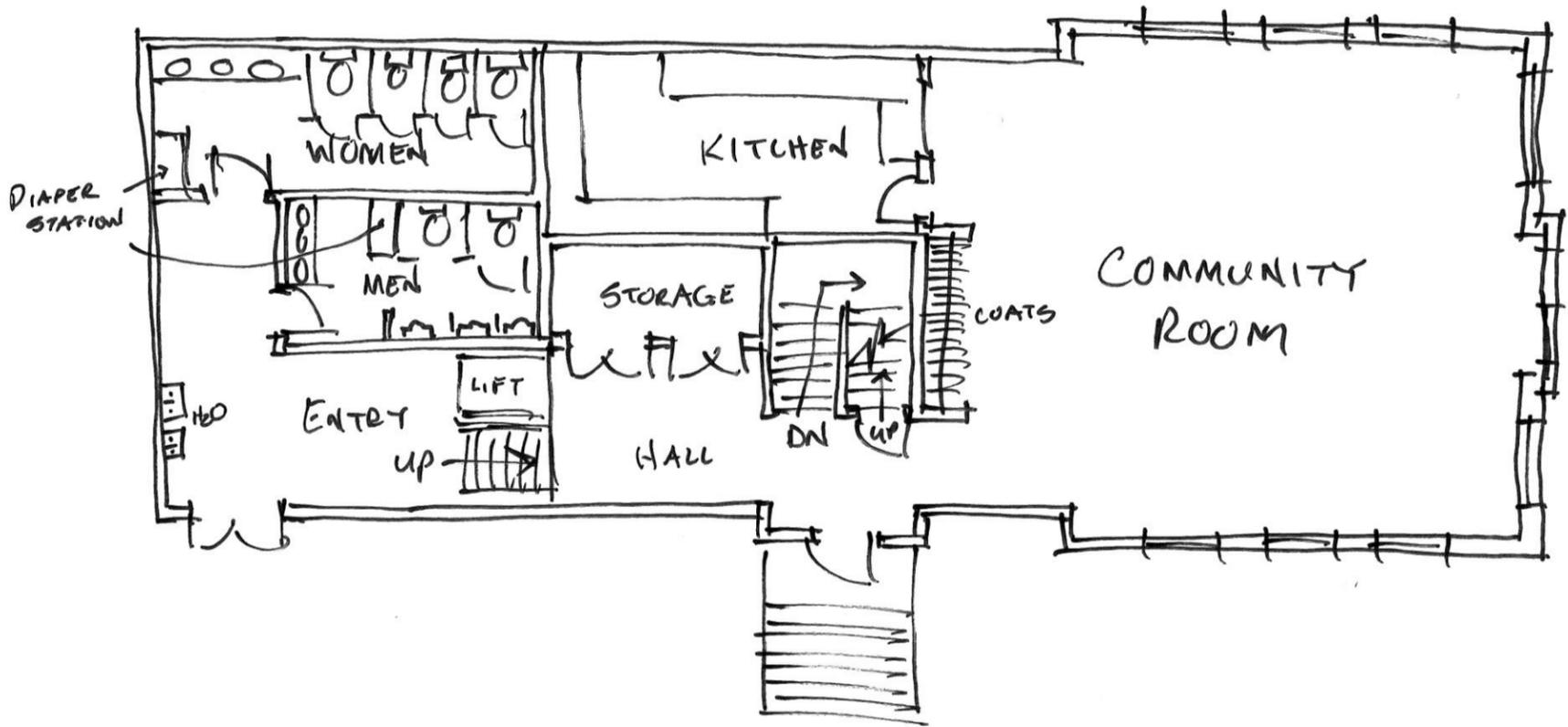
economic development

Main Street Iowa
Proposed Interior Renovation
Town Hall
West Branch, Iowa
Project #04613
June 4, 2013



Original Proposal

Proposed



NOTES:

- >This option utilizes a different strategy to enhance the use and function of the building. The existing garage is dedicated to new restroom facilities and the office space is no longer accommodated on site.
- >The benefits of this idea include retaining the large existing kitchen, no reduction in seating capacity in the Community Room space, good storage for tables, chairs and other banquet equipment, and two large handicapped accessible restrooms.
- >Locating the new restrooms in the existing garage also provides some additional benefits. The restroom facilities can be larger (accommodate more people) and they can be easily separated/secured from the remainder of the facility. This can allow the restrooms to be accessible during community events without necessarily allowing access to the remainder of the building. (A partition/security gate would be needed to isolate the stair and wheelchair lift in the entry area.) A drawback is installing drains and plumbing will be more difficult because the floor will need to be removed.
- >This design makes Town Hall a dedicated community center building without any on site staff. This can create additional management challenges. Finding a location for the parks and rec office will be needed in order for this option to be feasible.
- >This option provides the most “breathing room” for all the functions of the community center – kitchen, storage for tables/chairs, public restrooms.
- >The location of the stairs/elevator/lift can be moved further north (like the top option on Drawing #1) to create more space at the top of the stair. The lift should be installed in such a way to look integral to the building and not simply a piece of equipment set on the floor. See additional example sheet of ways to integrate into the architecture of the building.)

Examples of Wheelchair Platform Lift Enclosures



A few of the many websites for more information:
http://www.paclifts.com/vertical_platform_lifts.php
<http://www.lift-u.com/products/vertical-platform-lifts/>
<http://www.ameriglide.com/Commercial-Vertical-Platform-Lifts.htm>
<http://www.wheelchairlift.com/>
<http://www.tkaccess.com/US/wheelchair-lifts/wheelchairLifts.aspx>

ORDINANCE NO. 713

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

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

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of West Branch, Cedar County, Iowa:

Section 1. Amendment. The Code of Ordinances is hereby amended by the City Council of West Branch, Iowa by adding the following language to Title, "TRAFFIC AND VEHICLES", Chapter 65, "STOP OR YIELD REQUIRED", Section 65.02, STOP REQUIRED.

56. Main Street on both the east and west approach to its intersection with Oliphant Street.

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved this 8th day of July, 2013.

First Reading: July 8, 2013
Second Reading:
Third Reading:

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1128

Resolution to fix a date for a public hearing on proposal to enter into a General Obligation Property Acquisition Loan Agreement and borrow money in a principal amount not to exceed \$400,000

WHEREAS, the City of West Branch (the "City"), in the Counties of Cedar and Johnson, State of Iowa, proposes to enter into a General Obligation Property Acquisition Loan Agreement (the "Loan Agreement") and borrow money in a principal amount not to exceed \$400,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of acquiring real property, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Branch, as follows:

Section 1. The City Council shall meet on the 22nd day of July, 2013, at the City of West Branch Offices, 110 N. Poplar Street, West Branch, Iowa, at 7:00 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreements.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the General Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO
A LOAN AGREEMENT AND BORROW MONEY IN A PRINCIPAL AMOUNT NOT TO
EXCEED \$400,000

(GENERAL OBLIGATION)

The City Council of the City of West Branch, Iowa, will meet on the 22nd day of July, 2013, at the City of West Branch Offices, 110 N. Poplar Street, West Branch, Iowa, at 7:00 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and borrow money in a principal amount not to exceed \$400,000 for the purpose of paying the cost, to that extent, of acquiring real property.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 7% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa.

By order of the City Council of the City of West Branch, Iowa.

Matt Muckler
City Clerk

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 8, 2013.

Mayor, Mark Worrell

Attest:

City Administrator/Clerk, Matt Muckler

REAL ESTATE OFFER AND ACCEPTANCE

TO: PV Properties, LLC, an Iowa limited liability company (hereafter referred to as “PVP”)

The undersigned Buyers, the City of West Branch, Iowa (hereafter referred to as “City”), hereby offer to buy, and PVP, by its acceptance, hereby agrees to sell certain real property situated in Cedar County, Iowa, said real estate being two separate parcels, the first parcel being approximately 18 acres and the second parcel being approximately 4 acres (hereafter collectively the “Property”), said Property being depicted on the drawings attached hereto as Exhibit “A” and Exhibit “B” by this reference, being incorporated into this Agreement. The first parcel (Exhibit A) includes the 19.74 acre parcel except that portion marked as A, which is approximately 170 feet by 291 feet. The exact legal description to be taken from the abstract of title to be provided to the City by PVP and any surveys required pursuant to paragraph 16 below.

- 1. Purchase Price.** City shall pay to PVP the sum of \$375,000.00 for the Property, being paid as follows: \$5,000 earnest money with this offer to be kept in trust by PVP, and the remaining balance, less allowable deductions described in Paragraph 9 below, shall be paid at the closing.
- 2. Real Estate Taxes.** PVP shall pay the real estate taxes on the Property for Fiscal Year 2012 (due and payable in September, 2013 and March, 2014) and a pro rate share of the real estate taxes for Fiscal Year 2013 (payable in 2014 and 2015) to the date of closing. In addition, PVP shall also pay any other real estate taxes or assessments that are past due on the Property.
- 3. Time of Acceptance.** This Offer to PVP shall be accepted no later than 5:00 p.m. on July 15, 2013, and if not, this Offer becomes null and void.
- 4. Risk of Loss and Insurance.** PVP shall bear the risk of loss or damage to the Property prior to the date of possession and closing. PVP agrees to maintain its existing insurance on the Property and the City, at its option, may purchase additional insurance.
- 5. Possession and Closing.** If the City timely performs all of its obligations under this Agreement, possession of the Property shall be conveyed to the City on July 31, 2013.
- 6. Condition of the Property.** PVP shall maintain the Property in relatively the same condition as it exists on the date of this Agreement and in accordance with all applicable laws and regulations.
- 7. Abstract and Title.** PVP, at its sole expense, shall promptly obtain an abstract(s) of title for the Property continued through the date of acceptance of this Agreement and deliver it to the City. The abstract(s) shall show marketable title in PVP in conformity with this Agreement, Iowa law and the title standards of the Iowa State Bar Association. PVP shall make every

reasonable effort to promptly perfect title. If the closing is delayed because of PVP's inability to provide marketable title, this Agreement shall remain in full force and effect unless the City rescinds the Agreement after giving 10 days written notice to PVP of the City's intent to rescind. The abstract shall become of the property of the City after PVP has been paid in full. PVP shall pay the costs of any additional title work or abstracting because of the act or omission of PVP. The abstract shall be obtained from a qualified abstractor of the Title Guaranty Division of the Iowa Housing Finance Authority. City, at its sole expense and cost, may prior to closing, obtain a continuation of the abstract to determine whether marketable title remains in PVP. Both parties agree that the closing shall not occur unless marketable title is shown in PVP.

8. **Environmental matters.** PVP warrants, to the best of its knowledge and belief that there exist no abandoned wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks on the Property. PVP also warrants that PVP has done nothing to contaminate the Property with hazardous wastes and materials. PVP also warrants that the Property, or any portion thereof, is not subject to any local, state or federal judicial or administrative action, litigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks. In the event that there exist any of the following conditions described above on the Property, PVP shall be required to remediate, at its own cost, the environmental condition in compliance with applicable law. In the event that requires spending \$25,000 or more, PVP may cancel this Agreement.
9. **Conveyance via Warranty Deed.** Upon payment of the Purchase price by the City to PVP, PVP shall convey the Property to the City free from liens, restrictions and encumbrances except as allowed by this Agreement. General warranties of title shall extend to the time of delivery to the City.
10. **Use of Purchase Price.** At the time of settlement and closing, funds from the Purchase Price may be used to pay taxes and other liens, satisfy judgments and acquire any other interests, if any, convey marketable title to the City.
11. **Remedies of the parties.**
 - A. If the City fails to timely perform under this Agreement, PVP may forfeit this Agreement as outlined in Iowa Code Chapter 656, and all payments made by the City to PVP shall be forfeited, or at PVP's option, upon thirty days' written notice of intention to accelerate the entire balance because of the City's default (during which 30 days the default is not corrected), PVP may declare the entire balance immediately due and payable. Thereafter, this Agreement may be foreclosed in equity and the Court may appoint a receiver.
 - B. If PVP fails to timely perform under this Agreement, the City has the right to file suit to demand specific performance under this Agreement.

C. PVP and the City are also entitled to utilize any and all remedies or actions at law or in equity to them, and the prevailing party shall be entitled to obtain judgment for reasonable attorneys' fees and cost.

12. **Notices.** Any notices under this Agreement shall be in writing and deemed to be served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the following addresses:

To the City:

City Administrator
110 N. Poplar Street
West Branch, Iowa 52358

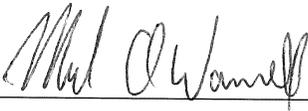
To PVP:

PV Properties, LLC
c/o Thomas Lawrence
203 Windflower Lane
Solon, Iowa 52333

13. **General Provisions.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interests of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement among the parties and shall not be amended except by a written instrument duly executed by the City and PVP. Paragraphs and headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases shall be construed in the singular or plural number, and as masculine, feminine or neuter gender according to the context.
14. **No Real Estate Agent or Broker.** Each party expressly states that it has not used the service of a real estate agent or broker in connection with this transaction.
15. **Inspection/Access to the Property.** During the term of this Agreement, the City may have access to the Property for the purposes of inspection or testing or other similar actions upon written notice to PVP. Said inspections shall not cause any damage to the existing farm tenant on the Property.
16. **Existing tenants.** PVP shall ensure that all existing leases have been terminated in strict compliance with applicable law prior to conveyance of the Property to the City.

17. **Surveying.** If it is necessary to obtain survey(s) of the Property in order to complete a valid conveyance of the Property to the City, PVP shall cause said surveys to be completed at its sole expense.
18. **City Council approval required.** Both parties agree that this Agreement is not enforceable against the City until review and approval by the West Branch City Council as required by law. If this Agreement is not approved by August 31, 2013, this Agreement shall become null and void, and PVP agrees to return the earnest money to the City.

This offer is presented to PVP on this 28th day of June, 2013.

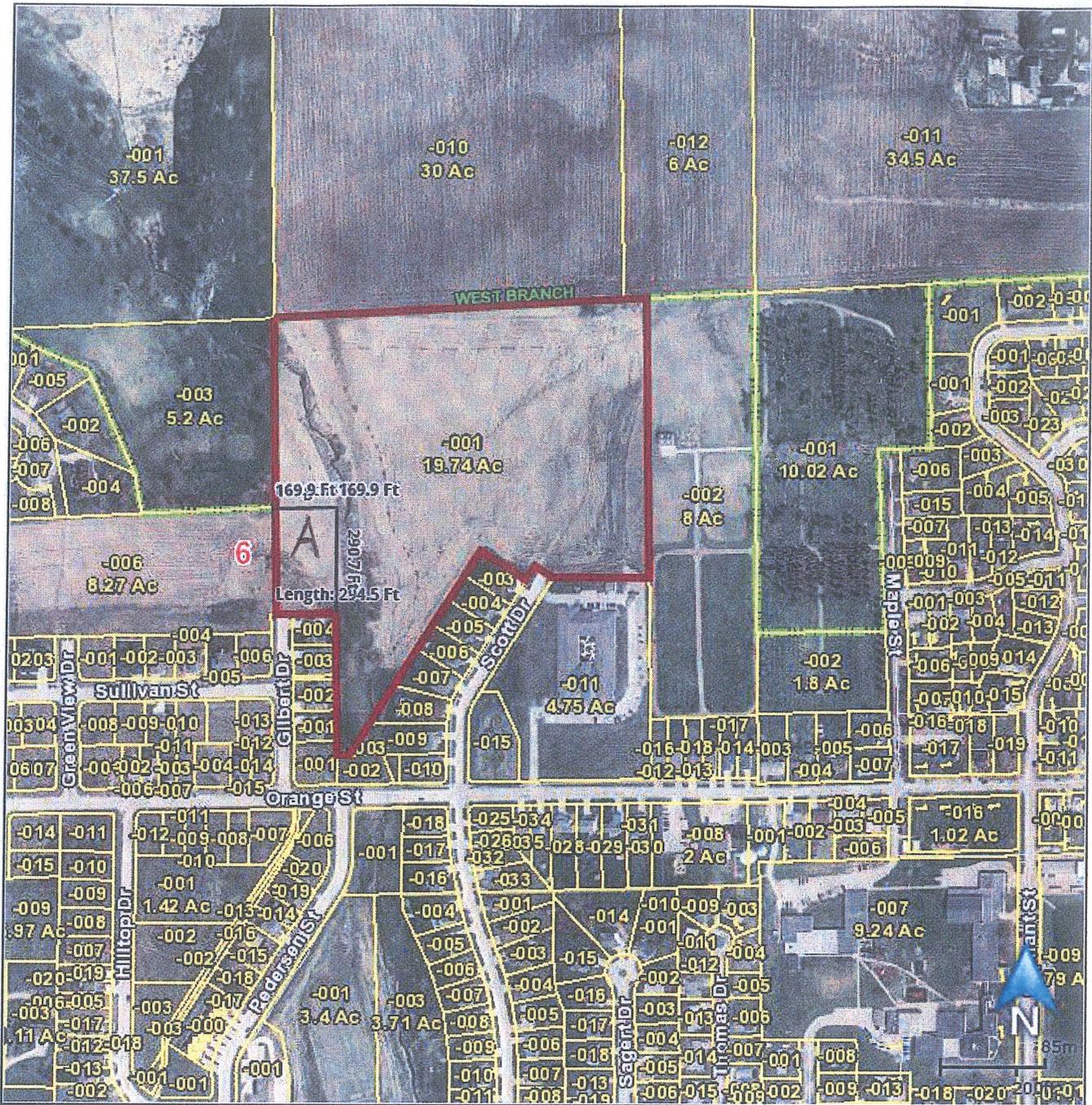
By:  _____

Mark Worrell, Mayor

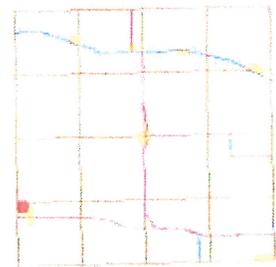
This offer is accepted on this 28th day of June, 2013.

By:  _____
Jerry Strawn, Vice President, PV Properties, LLC

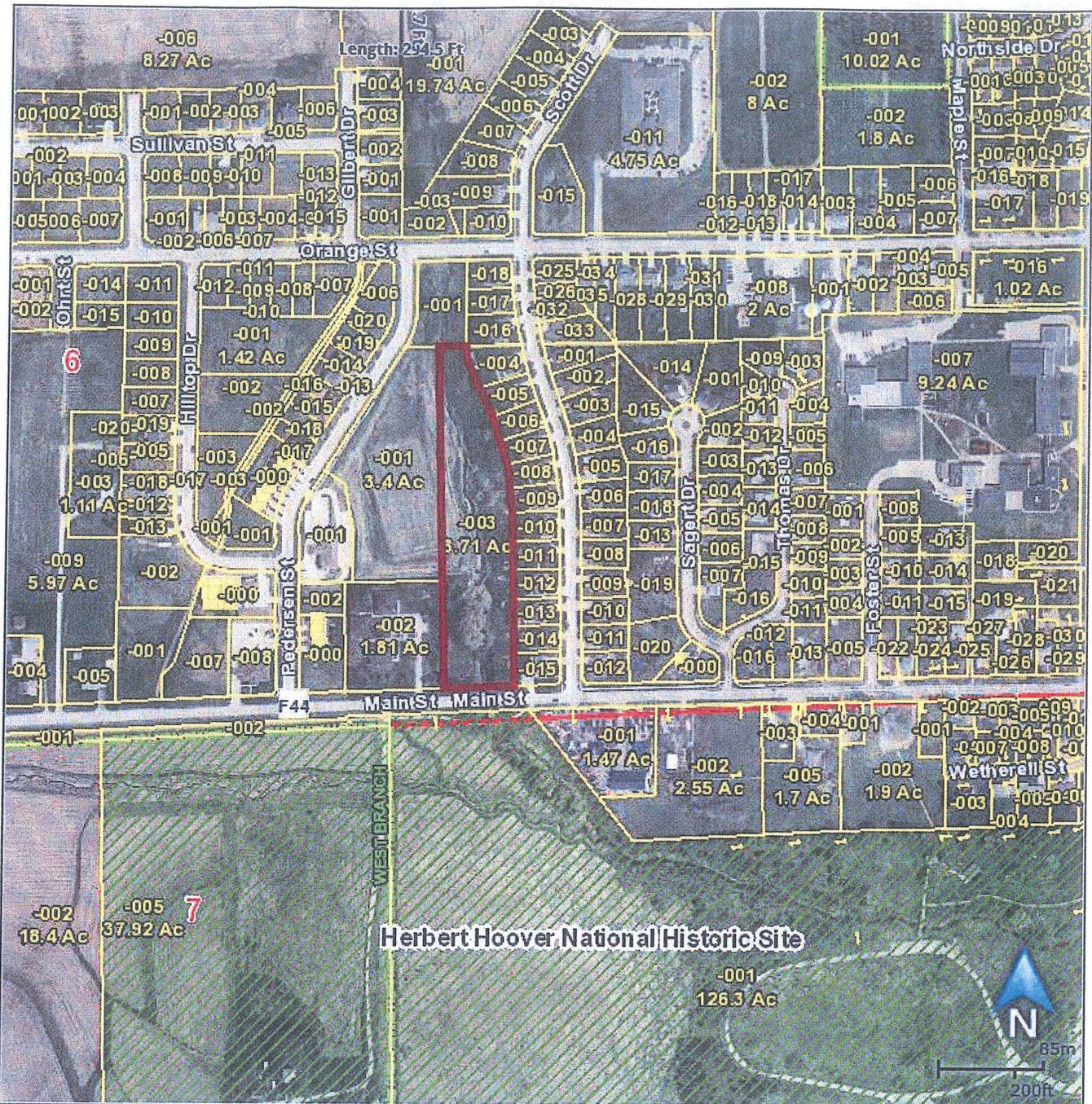
Cedar County, IA



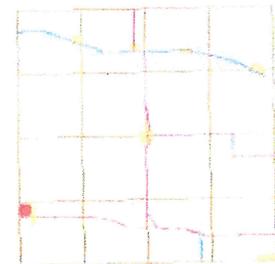
DISCLAIMER - Data contained within this web site was created from record research provided by the county and/or city. Cedar County does not guarantee any accuracies to the data or attribute information displayed, queried, or printed from this web site. The data contained within this web site is for information only and shall not be used for any other purpose.



Cedar County, IA

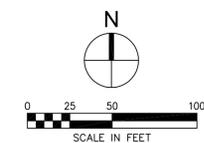


DISCLAIMER - Data contained within this web site was created from record research provided by the county and/or city. Cedar County does not guarantee any accuracies to the data or attribute information displayed, queried, or printed from this web site. The data contained within this web site is for information only and shall not be used for any other purpose.





ZONING:	R-1
<u>AREA:</u>	
TOTAL AREA (GREEN):	11.8 ACRES
<u>AREA BUILDING:</u>	
FIRST FLOOR -	25,640 SF
SECOND FLOOR -	11,689 SF
TOTAL AREA -	37,329 SF
<u>REQUIRED PARKING:</u>	
FOR COMMUNITY CENTER:	
10 SPACES + 1 SPACE/300 SF IN EXCESS OF 2000 SF	
37,329 - 2000 = 35,329 SF	
(1 SPACE/300 SF) * (35,329 SF) = 118 SPACES	
(50 ADDITIONAL SPACES REQUIRED FOR FUTURE BUILDING ADDITIONS)	
FOR BASEBALL FIELDS:	
1 SPACE PER 4 SEATS OF BLEACHER CAPACITY	
(ALLOWED BLEACHER CAPACITY: 248)	
TOTAL PARKING PROVIDED = 180 SPACES	



SITE PLAN
PEDERSON VALLEY DEVELOPMENT SITE