

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 WORK SESSION
Tuesday, September 3, 2013 • 6:00 p.m.
City Council Chambers, 110 North Poplar Street

1. Call to order
2. Roll call
3. Council Goal Setting Session
4. Adjourn

CITY COUNCIL MEETING AGENDA
Tuesday, September 3, 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 August 19, 2013 City Council Meeting.
 - b. Approve claims.
 - c. Approve interfund transfer of \$34,614.59 from general fund to Fire Apparatus Reserve Fund.
 - d. Approve interfund transfer of \$17,900.08 from general fund to Police Reserve Fund.
 - e. Approve Class C liquor license with Sunday sales for Herb n' Lou's.
 - f. Approve street closure for the 200 Block of 5th Street on Saturday September 14, 2013 from 4:30 p.m.-8:00 p.m. for a block party.
 - g. Approve street closures along parade route for the West Branch High School Homecoming Parade on Wednesday October 2, 2013 from 6:15 p.m.-7:15 p.m.
 - h. Approve street closure of Green Street from Downey to First Street on Wednesday October 9, 2013 from 4:00 p.m.-8:00 p.m. for the Methodist Church Annual Tailgate Event.
 - i. Approve Street Closure of Oliphant Street from Northside Dr. to Orange Street on Saturday October 19, 2013 from noon-midnight for a block party.

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
Tuesday, September 3, 2013 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell – Recognition of West Branch Animal Clinic
 - b. Third Reading of Ordinance 714, amending Chapter 24 “Park and Recreation Commission.”/Move to action.
 - c. Mayor Mark Worrell - Appointments/Reappointments/Move to action.
 - i. Cory Nalan – Park & Recreation Commission, June 30, 2015
 - d. Third Reading of Ordinance 712, amending Title Chapter 160 Flood Plain Regulations./Move to action.
 - e. Second Reading of Ordinance 716, adopting Storm Water Regulations for the City of West Branch, Iowa./Move to action.
 - f. Resolution 1122, approving the installation of two street lights on Pedersen Street in the amount of \$5,571.17 and the monthly tariff cost of \$12.02 with Alliant Energy./Move to action.
 - g. Resolution 1140, accepting the 280th/N. Downey Resurfacing Project as complete./Move to action.
 - h. Resolution 1141, approving membership in the Iowa Storm Water Education Program./Move to action.
8. City Staff Reports
 - a. Deputy City Clerk Dawn Brandt – Cemetery Software Upgrade
9. Comments from Mayor and Council Members
 - a. Mayor Mark Worrell – Retaining Wall Discussion
10. Adjournment

GOAL SETTING SESSION RESULTS: 2010-2012

The City Council adopted the following set of goals at their October 9, 2012 Goal Setting Session:

1. Make repairs to wastewater infrastructure identified in I & I Study (27)
2. Continue I&I work (21)
3. New lift station (12)
4. Develop comp plan and CIP plan (11)
5. Acquire automated water meter reading equipment (10)
6. Two pedestrian bridges across the Wapsi Creek - WB Village to Hoover Trail and Beranek Park to the proposed dog park (10)
7. Street Upkeep (10)
8. Plan for future community center site acquisition and/or purchase (9)
9. Creek clean up (8)
10. Work with School District to increase safety of children going to and from the elementary/middle school complex (7)
11. Adopt plan for Wapsi Creek Park based on recommendations from the Park & Rec Commission (6)
12. Work with Animal Control Commission and community organizations to construct a dog park (5)
13. Update City's Zoning Map (3)

The City Council adopted the following set of goals at their September 19, 2011 Goal Setting Session:

1. Offer for sale the Cookson Center Property and plan for future community center site acquisition and/or purchase. (10 votes)
2. Parking on Main Street between Parkside Dr and Second Street. (9 votes)
3. Creek clean up. (8 votes)
4. Create stormwater utility. (7 votes)
5. Adopt plan for park space (Wapsi View Trailer Court) based on recommendations from the Park & Rec Commission. (7 votes)
6. Continue I&I work (7 votes)
7. Develop comp plan and CIP plan. (7 votes)
8. Adopt financial and purchasing policies including spending limits and debt limits. (7 votes)
9. Increase funding for Hoover's Hometown Days, including band for fireworks and larger fireworks display. (6 votes)
10. Make repairs to wastewater infrastructure identified in I & I Study. (6 votes)
11. New lift station (6 votes)
12. Provide raises for employees in FY 11 & 12 (6 votes)
13. Update resolution and ordinance books (5 votes)
13. Clear site of Wapsi View Trailer Court and plant grass. (4 votes)

September 19, 2011 Goal Setting Session Results (continued):

14. Continue second year of funding of the three-year plan to bring up salaries at Library. (4 votes)
15. Work with School District to increase safety of children going to and from the elementary/middle school complex. (4 votes)
16. Increase partnership and level of support for West Branch Main Street. (4 votes)

The City Council adopted the following set of goals at their September 1, 2010 Goal Setting Session:

1. Consolidate City offices (19 votes)
2. Provide raises for employees in FY 2011/2012 (17 votes)
3. New lift station (15 votes)
4. Continue I&I work (15 votes)
5. Plan for Park and Rec building – Cookson. (15 votes)
6. Look at consolidating cleaning services (10 votes)
7. Adopt a PTO plan. Comp to be used as time off only (9 votes)
8. Contract with independent financial advisor (7 votes)
9. Have a teen program for summer (7 votes)
10. Library expansion (7 votes)
11. Acciona to build wind turbine to power City buildings. &/or whole town. (7 votes)
12. Make administrative assistant full time position. (6 votes)
13. Develop comp plan and CIP plan (6 votes)
14. Update resolution and ordinance books (6 votes)
15. Sidewalk plan - repair current sidewalks. Build new sidewalks. (4 votes)
16. Growing population. Need more police officers. (4 votes)
17. Repaint water tower (3 votes)
18. Annex the interstate (3 votes)
19. Conduct an annexation study. (1 vote)
20. Increase revenue for the City (1 vote)

2013 Annual Goal Setting Analysis

Staff is recommending the removal of eight items of the thirteen 2012 Annual Goals because they have been completed or are ongoing projects. We are recommending that five (or some portion of these items) be considered again in the coming year:

- 1) Continue I & I work
- 2) CIP Plan
- 3) Park Planning Process
- 4) Creek Clean Up
- 5) Update City's Zoning Map

Several items have been recommended by Council members:

- 1) Hoover Creek: litter clean-up, streambank stabilization, brush removal, and native plantings, especially at Main Street bridge (Stevenson)
- 2) Pilot 5 stormwater Best Management Practices in the City as an alternative to curb & gutter (rain gardens, bioswales, permeable pavement, etc) - identify high priority location (Stevenson)
- 3) Continue trail expansion (Stevenson)
- 4) Adopt a stormwater utility (Stevenson)
- 5) Sidewalks: Do we have a plan for putting in new sidewalks, with timelines and prioritized locations? If not, I think we should do one this year (could be separate from a CIP if that doesn't happen) (Stevenson)
- 6) Capital Improvement Plan (Stevenson, Miller)
- 7) Bike racks downtown (Stevenson)
- 8) Library expansion (Stevenson)

Staff also recommends consideration of the following items:

- 1) Develop written community policing program
- 2) Renew partnership with CCEDCO
- 3) Adequately fund inflatables and fireworks for Hoover's Hometown Days 2014
- 4) Adopt a PTO plan
- 5) Adopt CIP Plan
- 6) Place Cemetery Information Online
- 7) Go electronic with Council Packets (iPads, Kindles, Nooks or notebook computers)
- 8) Bus Barn Discussion between Council and School Board

By combining the like items mentioned in the 2012 Goals, Council suggestions and staff suggestions, we have compiled the following list for Council consideration:

- 1) Adopt a stormwater utility
- 2) Adopt PTO plan
- 3) Bike racks downtown
- 4) Bus Barn/Library discussion between Council and School Board
- 5) Capital Improvement Plan (CIP) to include sidewalks
- 6) Continue I&I Work
- 7) Continue trail expansion
- 8) Creek Clean-Up (litter clean-up, streambank stabilization, brush removal, and native plantings, especially at Main Street bridge)
- 9) Develop written community policing program
- 10) Electronic Council Packets (iPads, Kindles, Nooks or notebook computers)
- 11) Funding for HHTD inflatables and fireworks
- 12) Park planning process
- 13) Pilot five storm water best management practices (as an alternative to curb & gutter: rain gardens, bioswales, permeable pavement, etc., and identify high priority locations)
- 14) Place cemetery information online
- 15) Renew partnership with CCEDCO
- 16) Update City's zoning map

(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

**August 19, 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, City Administrative Assistant Shanelle Peden, Fire Chief Kevin Stoolman, Library Director Nick Shimmin, Police Chief Mike Horihan, Parks & Recreation Director Melissa Russell, and Public Works Director Matt Goodale. Council members: Jordan Ellyson, Colton Miller, Jim Oaks, Mary Beth Stevenson, and Dick Stoolman.

APPROVE AGENDA/CONSENT AGENDA

- a. Approve minutes from the July 31, 2013 City Council Work Session.
- b. Approve minutes from the August 5, 2013 City Council Meeting.
- c. Approve claims.
- d. Approve transfer of \$88,600.00 from Local Option Sales Tax Fund to General Fund.
- e. Approve moving the Monday September 2, 2013 City Council Meeting to Tuesday, September 3, 2013, due to the Labor Day Holiday.
- f. Approve Class C Liquor License with Outdoor Service and Sunday Sales, pending dram insurance for Thirsty on 30 Inc. DBA Thirsty on 30.

Date 8-19-13	City of West Branch Claims Register Report	
Action Sewer	Sewer - Service Televised Line	534.00
Adamson Police Products	Police - Ammunition	445.00
Aero Rental	Park & Rec - Supplies	119.75
Alliant Energy	Various Depts - Utilities	8,231.32
Amazon	Library - Supplies	527.66
Baker & Taylor	Library - Books	1,006.52
Barron Motor Supply	Streets/Fire- Supplies	34.33
BDC-Building Inspection	Admin - Inspections For July	325.50
Bean & Bean	Cemetery - Grave Opening	500.00
Beaver Heating And Air	Library - Service	121.50
Biblionix	Library - Apollo Service	1,912.50
Big Country Seeds	Water/Sewer - Supplies	2,840.00
Bound Tree Medical	Fire - Supplies	609.99
BP Amoco	Fire/Police/Sewer - Fuel	2,281.19
Brandt, Dawn	Admin - Reimb For Training Exp	142.75
Cedar Co Sheriff's Office	Police - Legal Fees	57.94
Cedar County Cooperative	Fire/Streets-Lease Tanks Pmt	1,127.93
Cedar County Ems Assoc	Fire-Cedar Cty Ems Fy14 Dues	100.00

Cedar Rapids Photo Copy	Library - Service	137.81
Chris Jones Trucking	Streets - Hauling Rock	146.30
Community State Bank	Fire Dept Expansion Loan Pmt	8,364.57
Croell Redi-Mix	Sewer - 6th St/Thomas Dr Projects	6,898.00
Culligan Water	Fire - Water Cond Rental	37.65
Deweys Jack & Jill	P&R/Library/TH - Supplies	131.31
Diamond Vogel Paints	Streets - Traffic Paint	1,499.95
Digital River Education	Library - Supplies	625.08
Document Destruction	Admin - Destruction Services	43.75
Ecivis Inc	P&R - Grant Writing Support	15,000.00
Econo Signs	Sewer/Streets - Signs	2,638.30
ECS Inc	Fire - Supplies	1,134.00
Ed.M.Feld Equipment	Fire - Bauer Service & Supplies	1,324.00
EFTPS	Federal Withholdings	12,447.63
ETS Corporation	Admin/Water/Sewer - Credit Card Fees	70.63
F&B Communications	Admin - Support Agreement & Supplies	3,921.83
Fareway Stores	P&R - Lunch Bunch Supplies	34.47
Financial Adjustment Bur	Library - Service	12.60
French Reneker Associates	Streets - Reap App Trail Ext	600.00
Funcity Special Events	Park&Rec-Daycamp Admission	550.00
Funny Face Designs By Lori	Comm & Cult-HHTD Face Painting	200.00
Gateway Hotel	Admin - Hotel For Training	515.20
General Pest Control	Library - Pest Control	70.00
Gopher Sport	Park & Rec - Basketball Hoops	1,396.98
GreatAmerica Leasing	Admin - Copier Lease	252.06
Hawkins Inc	Water - Azone-15	1,743.51
HH Presidential Library	Comm&Cult - HHTD Safety Flags	239.38
Hewlett-Packard Company	Police -4 Computer Hard Drives	1,807.48
IIMC	Admin - IIMC Dues Muckler/Brandt	230.00
Iowa DNR	Sewer - Fy14 NPDES Permit Fee	210.00
Iowa Law Enforcement	Police - Mmpi-2 Peck	140.00
Iowa League Of Cities	Admin - Training & League Conf Fees	496.00
Iowa One Call	Water/Sewer - Service	64.80
Jensen, Julianne	P&R Refund	30.00
Joey Dean Wennndt	Fire - August Fire Training	150.00
Johnson County Refuse	Recycling - July 2013	3,643.25
Kalona Auto	P&R/Library - Van Rental	132.01
Kevin D Olson	Legal Services For August 2013	1,500.00
Kid Again Inflatable Fun	Comm & Cult - HHTD Inflatables	4,750.00
Kingdom Graphics	Comm & Cult - HHTD Shirts	1,080.00
Lease Consultants	Library - Copier Lease	59.00
Leatherwood, Patricia	Water Utility Refund	28.80
Lenoch & Cilek	Streets - Supplies	35.93
Liberty Communications	Various Dept - Phone Service	1,084.65
Librarica	Library - Cassie Int License	750.00
Linn County R.E.C.	Streets - Utilities	120.00
Lynch's Plumbing Inc	Fire/Streets - Service	1,621.60
Main Street West Branch	Streets-Main St Sidewalk Agr	7,655.39

Matt Parrott	Wtr/Swr/Police/Adm-Utility Bills/Bus Cards	577.59
Mediacom	Admin - Service	40.90
Menards	Streets/Cem/P&R - Supplies	698.55
Midwest Janitorial Service	Lib/TH/Admin/Police - Cleaning	637.00
Muckler, Matt	Admin -Reimb For Training Exp	150.07
Municipal Supply Inc.	Water - Supplies, Meters & Wire Conn.	8,502.70
Overdrive Inc	Library - EBooks	415.95
Payroll Expense	Payroll Expense 8-2 & 8-16-13	54,333.18
Pitney Bowes	Admin/Water/Sewer - Postage	500.00
Plato Electric	Fire - Service/Generator Install Partial Pmt	3,128.08
Play It Again Sports	Park & Rec - Exercise Supplies	247.90
Plunkett's Pest Control	Admin/Town Hall - Pest Control	91.52
Port 'O' Jonny Inc.	Park & Rec/Cemetery - Service	166.00
Pyramid Services Inc.	Cemetery - Supplies	102.71
Quad City Golf Cars	Comm&Cult - HHTD Golf Carts	350.00
Quality Engraved Signs	Admin - Nameplates & Holders	387.45
Quill Corp	Admin/Police/Library - Supplies	244.35
Ricklefs Excavating Ltd	Wastewater - Lift Station Pmt	43,605.00
Russell, Melissa	Park&Rec - Reimbursement For Fees & Supplies	735.72
Schimberg Co	Sewer/Water - Curb Box & Frame	4,593.70
Secretary Of State	Library - Knoche Notary Fee	30.00
Seydel, Liz	P&R Refund	30.00
Shanelle M Peden	Adm/Cable-Reimb For Training/Videotaping	364.80
Shive Hattery Inc	P&R-Comm Center Site Study	1,162.80
Simplexgrinnell	Library - Service Cont	788.00
Springdale Agency	Streets - End Add Cont Equip/Insurance	54.00
Sprint	Police - Service	179.97
Stewart, Adam	Water Utility Refund	76.85
The Library Store	Library - Cd Binder	110.27
The Sherwin-Williams Co	Streets - Supplies	84.50
Toynes Ia. Fire Trk.Serv	Fire - Service/Supplies	2,642.90
Trachta, Zachary	Water Utility Refund	50.45
Treasurer State Of Iowa	Iowa Sales Tax Pmt - July 2013	2,355.45
Trugreen Processing Center	Park & Rec - Service	145.00
Uniform Den Inc.	Police - Uniforms	167.88
University Of Iowa: State	Water - Testing	90.00
UPS	Sewer - Shipping	97.36
US Cellular	Various Dept - Phone Service	517.56
USA Blue Book	Sewer/Water - Supplies	2,000.41
Veenstra & Kimm Inc.	Sewer/Water/Streets - Various Engineering	9,517.26
VJ Engineering	Streets - Eng Study Haines Sub	1,600.00
Wageworks	Flex - Contributions	65.00
Walmart	Library - Supplies	438.14
Water Solutions Unlimited	Water - Supplies	112.50
West Branch Ford	Streets - Service 03 Ford Ranger	89.88
West Branch Repairs	Fire - Service	140.00
West Branch Times	Legal/Cem/C&Cult-Publications	381.83
Wex Bank	Police - Fuel	241.08

White Cap Construction	Sewer - Rebar	1,480.55
Windstar Lines	Park & Rec - Service	103.00
Zephyr Copies & Design	Park & Rec - Supplies	252.00
	Total	251,419.61

Fund Totals		
001	General Fund	112,271.74
022	Civic Center	532.57
031	Library	17,040.14
036	Tort Liability	54.00
110	Road Use Tax	4,975.97
112	Trust And Agency	2,966.36
226	Go Debt Service	8,364.57
600	Water Fund	28,602.29
610	Sewer Fund	32,941.97
614	Wastewater	43,605.00
950	BC/BS Flexible Benefit	65.00
	Grand Total	251,419.61

Motion by Ellyson to approve, amending item d to \$44,410.00 and amending item f to Thirsty on 80, second by Stoolman. AYES: Ellyson, Stoolman, Miller, Oaks, Stevenson. NAYS: None. Motion by Ellyson to approve consent agenda items as amended, second by Miller. AYES: Ellyson, Miller, Oaks, Stevenson, Stoolman.

COMMUNICATIONS/OPEN FORUM

Mayor Mark Worrell recognized Planning & Zoning Commission Chair Roger Laughlin. Chair Laughlin spoke regarding the Commission’s last meeting on August 13 where discussion was held on developing a clear process in the City’s building code for constructing retaining walls. He asked the Council to help clarify this issue. The commission recommendation was to allow four foot retaining walls within two feet of the property line.

PUBLIC HEARING/NON-CONSENT AGENDA

Mayor Mark Worrell-Recognition of Tidewater Direct

Mayor Mark Worrell recognized Andy Petersen on behalf of Tidewater Direct for their presence in the community and dedication to the City of West Branch.

Shelise Parsley, Executive Director of Cedar County Economic Development Corporation (CCEDCO)-CCEDCO Update.

Parsely spoke to the Council regarding employment in Cedar County. Parsely indicated that she has been with CCEDCO since October 2012. She shared that Cedar County’s current unemployment rate is 4.1%. Parsely stated that approximately 27% of West Branch residents work in Cedar County and 4% of residents work within the city limits of West Branch. Parsely remarked that CCEDCO’s Business Directory receives the largest number of hits on their web site. She closed her remarks by thanking the City for allowing her

to come speak and reminded the Council about the partnership offered by being a member city to CCEDCO.

Robyn Hunter-Plans for Memorial Garden at West Branch Municipal Cemetery

Robyn Hunter, 310 W Orange Street, presented a proposal to the Council for a memorial garden to be located in the West Branch Municipal Cemetery. Robyn indicated that after the passing of her father-in-law Kenneth Hunter and her brother-in-law Jim Hunter, her family wanted to create a way for other families to recognize their deceased loved ones. Hunter said that the project would be funded entirely by donations, and asked that the City continue its maintenance of the Garden once it is completed. Hunter expects the project to cost between \$50,000.00 and \$75,000.00.

Second Reading of Ordinance 712, amending Title Chapter 160 Flood Plain Regulations

Councilperson Stevenson asked if the regulations allow properties to be one foot above the 100 year flood plain. Stevenson also asked if there was any protection offered to homeowners.

Motion by Ellyson to approve the second reading of Ordinance 712, second by Miller. AYES: Ellyson, Miller, Oaks, Stevenson, Stoolman. NAYS: None. Motion carried.

Second Reading of Ordinance 714, amending Chapter 24 "Park & Recreation Commission."

Motion by Ellyson to approve Ordinance 714, second by Stoolman. AYES: Ellyson, Stoolman, Miller, Oak, Stevenson. NAYS: None. Motion carried.

First Reading of Ordinance 715, amending the Code of Ordinances of the City of West Branch by Creating and Incorporating a Storm Water Utility.

Councilperson Oaks asked for clarification on what needs to be replaced, and what the cost to residents would be based on the type of dwelling they reside in. Councilperson Miller asked why residents of the West Branch Mobile Home Village would pay an additional cost to what he felt is their own infrastructure. City Engineer Dave Schechinger responded to Miller's inquiry that adding structure affects issues downstream, however, the City can only enforce what is within the City limits. Councilperson Stoolman said he was unclear about the costs involved with this proposed ordinance. City Administrator Muckler stated that this item was part of the 2011 Council's goal setting session results. Attorney Olson indicated that classifications for single family, multi-family, and businesses would need to be developed. Mayor Worrell asked the Council if everyone understood the purpose of the proposed utility.

Motion by Stevenson to approve First Reading of Ordinance 715, second by Ellyson. Motion withdrawn. Motion by Ellyson to postpone the First Reading of Ordinance 715 until the September 3, 2013 Council Meeting, second by Stevenson. AYES: Ellyson, Stevenson, Miller, Oaks, Stoolman. NAYS: None. Motion carried.

First Reading of Ordinance 716, adopting Storm Water Regulations for the City of West Branch, Iowa.

Attorney Olson clarified that this ordinance helps protect the City and regulates storm water run-off on building sites and prohibits unacceptable discharges into the storm water system.

Motion by Stoolman to approve First Reading of Ordinance 716, second by Ellyson. AYES: Stoolman, Ellyson, Miller, Oaks, Stevenson. NAYS: None. Motion carried.

Resolution 1122, approving Subdivider's Agreement on Cookson Subdivision between the City of West Branch, Iowa and Lynch's Excavating.

Amanda Tisinger, 332 S 1st Street, remarked that she would like to see the property zone R1, as she feels other zoning would cause an increase in the number of families and traffic in the area. Developer Larry

Lynch indicated that the property is currently zoned R-2. Abby Montgomery, 329 S 1st Street, feels that R2 zoning would bring more transient people and traffic to the area.

Motion by Oaks to approve Resolution 1122, second by Stoolman. AYES: Oaks, Stoolman, Ellyson, Miller, Stevenson. NAYS: None. Motion carried.

Resolution 1137, approving the Cookson Subdivision Preliminary Plat

Motion by Stoolman to approve the Cookson Subdivision Preliminary Plat, second by Miller. AYES: Stoolman, Miller, Ellyson, Oaks, Stevenson. NAYS: None. Motion carried.

Resolution 1138, approving the purchase of and installation of heating, ventilation, and air conditioning equipment from Thomas Heating & Air for the West Branch Fire Department in the amount of \$4,910.00.

Fire Chief Kevin Stoolman commented that this allows the Fire Department and the Police Department to each control their own systems as the current heating and cooling system is shared.

Motion by Miller to approve Resolution 1138, second by Oaks. AYES: Miller, Oaks, Ellyson, Stevenson. NAYS: None. ABSTAIN: Stoolman. Motion carried.

Resolution 1139, approving the installation of a generator for the West Branch Fire Department in the amount of \$7,340.00.

Councilperson Miller asked in the future to have installation costs included on agendas at the same time purchases are agreed upon.

Motion by Ellyson to approve Resolution 1139, second by Miller. AYES: Ellyson, Miller, Oaks, Stevenson. NAYS: None. ABSTAIN: Stoolman. Motion carried.

Mayor Mark Worrell-Appointments/Reappointments

Mayor Worrell indicated that Kristin Gibbs applied for the Library Board of Trustees. Gibbs was in the audience and expressed that she is excited to join the Board.

Motion by Miller to appoint Kristin Gibbs to the Library Board of Trustees, second by Stevenson. AYES: Miller, Stevenson, Ellyson, Oaks, Stoolman. NAYS: None. Motion carried.

Councilperson Jordan Ellyson-Appointments/Reappointments

Councilperson Ellyson indicated that Benjamin Barrett applied for the West Branch Volunteer Fire Department. Fire Chief Kevin Stoolman shared that Barrett was a previous member of both the Hills and Mt. Vernon Fire Departments.

Motion by Ellyson to appoint Benjamin Barrett to the West Branch Volunteer Fire Department, second by Miller. AYES: Ellyson, Miller, Oaks, Stevenson, Stoolman. NAYS: None. Motion carried.

CITY STAFF REPORTS

City Engineer Dave Schechinger-Main Street Sidewalk Project

Schechinger stated that this second round of Main Street sidewalk improvements include the City block inclusive of the West Branch Emporium with upgrades to include improved access and curb stops. Schechinger estimated this project to cost around \$70,000.00, which is shared by the property owners and the City.

City Administrator Matt Muckler-Annual Council Goal Setting Session

City Administrator Muckler asked the Council if Tuesday, September 3rd at 6:00 p.m. would be acceptable for the annual goal setting session. He indicated he would provide the last three years' worth of goals, as well as Capital Improvement Plans and Equipment Turnover Schedules for each department.

City Administrator Matt Muckler-REAP Grant Update

City Administrator Muckler mentioned that applications of approximately \$2.3 million in middle-sized city projects were submitted, with \$900,000.00 available for funding. He also stated that an interview process would be forthcoming, and that more information will be available in an upcoming Weekly Council update.

City Administrator Matt Muckler-Discussion of Resolution 1136, adopting a disaster recovery plan for the City of West Branch, Iowa

City Administrator Muckler said that he is currently working on the disaster recovery plan and will have this for Council approval at an upcoming meeting.

Park & Rec Director Melissa Russell-Recommendations from the Park & Rec Commission on the RFQ process for the Strategic Plan for Park & Rec Capital Improvements

Director Russell mentioned that the Commission's next meeting is Wednesday, August 21st at 7:00 p.m. in the Council Chambers. During this time, the Commission will be developing criteria for review of the RFQ process.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

There were no comments from the Mayor or Council members.

ADJOURNMENT

Motion by Ellyson to adjourn the meeting, second by Miller. Motion carried on a voice vote. City Council meeting was adjourned at 9:28 p.m.

Mark Worrell, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BLUE CROSS BLUE SHIELD	8/30/13	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	58.47
	8/30/13	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	58.47
	8/30/13	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	544.43
	8/30/13	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	544.43
	8/30/13	HEALTH INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	2,292.34
	8/30/13	DENTAL INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	136.52
	8/30/13	HEALTH INSURANCE	TRUST AND AGENCY	ROADS & STREETS	636.74
	8/30/13	DENTAL INSURANCE	TRUST AND AGENCY	ROADS & STREETS	33.85
	8/30/13	HEALTH INSURANCE	TRUST AND AGENCY	LIBRARY	964.96
	8/30/13	DENTAL INSURANCE	TRUST AND AGENCY	LIBRARY	47.85
	8/30/13	HEALTH INSURANCE	TRUST AND AGENCY	PARK & RECREATION	509.40
	8/30/13	DENTAL INSURANCE	TRUST AND AGENCY	PARK & RECREATION	55.63
	8/30/13	HEALTH INSURANCE	TRUST AND AGENCY	CEMETERY	706.80
	8/30/13	DENTAL INSURANCE	TRUST AND AGENCY	CEMETERY	37.90
	8/30/13	HEALTH INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	439.35
	8/30/13	DENTAL INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	25.78
	8/30/13	HEALTH INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	200.29
	8/30/13	DENTAL INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	10.50
	8/30/13	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	10.64
	8/30/13	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	10.64
	8/30/13	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	133.72
	8/30/13	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	133.72
	8/30/13	HEALTH INSURANCE	WATER FUND	WATER OPERATING	1,057.02
	8/30/13	DENTAL INSURANCE	WATER FUND	WATER OPERATING	60.42
	8/30/13	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	6.84
	8/30/13	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	6.84
	8/30/13	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	85.97
	8/30/13	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	85.97
	8/30/13	HEALTH INSURANCE	SEWER FUND	SEWER OPERATING	834.18
	8/30/13	DENTAL INSURANCE	SEWER FUND	SEWER OPERATING	46.52
				TOTAL:	9,776.19
DEARBORN NATIONAL INSURANCE	8/30/13	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	8/30/13	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	8/30/13	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	8/30/13	LIFE INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	9.45
	8/30/13	LIFE INSURANCE	TRUST AND AGENCY	ROADS & STREETS	4.10
	8/30/13	LIFE INSURANCE	TRUST AND AGENCY	LIBRARY	5.97
	8/30/13	LIFE INSURANCE	TRUST AND AGENCY	PARK & RECREATION	3.15
	8/30/13	LIFE INSURANCE	TRUST AND AGENCY	CEMETERY	4.11
	8/30/13	LIFE INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	3.15
	8/30/13	LIFE INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	1.12
	8/30/13	LIFE INSURANCE	WATER FUND	WATER OPERATING	5.36
	8/30/13	LIFE INSURANCE	SEWER FUND	SEWER OPERATING	4.54
				TOTAL:	64.95
EFTPS	8/30/13	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,499.55
	8/30/13	SOCIAL SECURITY WITHHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	949.34
	8/30/13	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	222.05
	8/30/13	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	318.70
	8/30/13	SOCIAL SECURITY WITHHHOLDI	LIBRARY	NON-DEPARTMENTAL	243.81
	8/30/13	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	57.02
	8/30/13	FEDERAL WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	3.30
	8/30/13	SOCIAL SECURITY WITHHHOLDI	ROAD USE TAX	NON-DEPARTMENTAL	2.74
	8/30/13	MEDICARE WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	0.64
	8/30/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	352.68

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/30/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	82.48
	8/30/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	ROADS & STREETS	158.83
	8/30/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	37.14
	8/30/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LIBRARY	243.81
	8/30/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	57.02
	8/30/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	PARK & RECREATION	108.73
	8/30/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	25.43
	8/30/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CEMETERY	168.35
	8/30/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	39.38
	8/30/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	128.06
	8/30/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	29.95
	8/30/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LOCAL CABLE ACCESS	35.42
	8/30/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	8.29
	8/30/13	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	341.44
	8/30/13	SOCIAL SECURITY WITHHHOLDI	WATER FUND	NON-DEPARTMENTAL	196.24
	8/30/13	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	45.89
	8/30/13	SOCIAL SECURITY WITHHHOLDI	WATER FUND	WATER OPERATING	196.25
	8/30/13	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	45.90
	8/30/13	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	291.85
	8/30/13	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	NON-DEPARTMENTAL	174.35
	8/30/13	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	40.77
	8/30/13	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	SEWER OPERATING	174.35
	8/30/13	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	40.78
				TOTAL:	6,320.54
IOWA DEPARTMENT OF REVENUE	8/30/13	Y-001291401 GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	249.52
	8/30/13	Y-001291401 GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	299.36
	8/30/13	Y-001291401 GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	276.04
	8/30/13	Y-001291401 GARNISHMENT	WATER FUND	NON-DEPARTMENTAL	83.18
	8/30/13	Y-001291401 GARNISHMENT	WATER FUND	NON-DEPARTMENTAL	99.79
	8/30/13	Y-001291401 GARNISHMENT	WATER FUND	NON-DEPARTMENTAL	92.01
	8/30/13	Y-001291401 GARNISHMENT	SEWER FUND	NON-DEPARTMENTAL	83.18
	8/30/13	Y-001291401 GARNISHMENT	SEWER FUND	NON-DEPARTMENTAL	99.79
	8/30/13	Y-001291401 GARNISHMENT	SEWER FUND	NON-DEPARTMENTAL	92.01
				TOTAL:	1,374.88
IPERS	8/30/13	IPERS	GENERAL FUND	NON-DEPARTMENTAL	560.54
	8/30/13	IPERS	GENERAL FUND	NON-DEPARTMENTAL	656.54
	8/30/13	IPERS	GENERAL FUND	NON-DEPARTMENTAL	589.00
	8/30/13	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	378.87
	8/30/13	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	492.44
	8/30/13	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	384.53
	8/30/13	IPERS	LIBRARY	NON-DEPARTMENTAL	239.49
	8/30/13	IPERS	LIBRARY	NON-DEPARTMENTAL	220.12
	8/30/13	IPERS	LIBRARY	NON-DEPARTMENTAL	233.99
	8/30/13	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	1.12
	8/30/13	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	1.88
	8/30/13	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	2.63
	8/30/13	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	568.30
	8/30/13	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	738.65
	8/30/13	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	576.79
	8/30/13	IPERS	TRUST AND AGENCY	ROADS & STREETS	230.35
	8/30/13	IPERS	TRUST AND AGENCY	ROADS & STREETS	267.83
	8/30/13	IPERS	TRUST AND AGENCY	ROADS & STREETS	245.20
	8/30/13	IPERS	TRUST AND AGENCY	LIBRARY	359.43
	8/30/13	IPERS	TRUST AND AGENCY	LIBRARY	330.37

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/30/13	IPERS	TRUST AND AGENCY	LIBRARY	351.18
	8/30/13	IPERS	TRUST AND AGENCY	PARK & RECREATION	122.23
	8/30/13	IPERS	TRUST AND AGENCY	PARK & RECREATION	215.05
	8/30/13	IPERS	TRUST AND AGENCY	PARK & RECREATION	156.61
	8/30/13	IPERS	TRUST AND AGENCY	CEMETERY	240.19
	8/30/13	IPERS	TRUST AND AGENCY	CEMETERY	285.27
	8/30/13	IPERS	TRUST AND AGENCY	CEMETERY	250.69
	8/30/13	IPERS	TRUST AND AGENCY	MAYOR AND COUNCIL	17.86
	8/30/13	IPERS	TRUST AND AGENCY	CLERK & TREASURER	195.18
	8/30/13	IPERS	TRUST AND AGENCY	CLERK & TREASURER	183.64
	8/30/13	IPERS	TRUST AND AGENCY	CLERK & TREASURER	184.44
	8/30/13	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	37.20
	8/30/13	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	36.39
	8/30/13	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	51.01
	8/30/13	IPERS	WATER FUND	NON-DEPARTMENTAL	187.87
	8/30/13	IPERS	WATER FUND	NON-DEPARTMENTAL	218.76
	8/30/13	IPERS	WATER FUND	NON-DEPARTMENTAL	193.80
	8/30/13	IPERS	WATER FUND	WATER OPERATING	281.96
	8/30/13	IPERS	WATER FUND	WATER OPERATING	328.30
	8/30/13	IPERS	WATER FUND	WATER OPERATING	290.87
	8/30/13	IPERS	SEWER FUND	NON-DEPARTMENTAL	166.92
	8/30/13	IPERS	SEWER FUND	NON-DEPARTMENTAL	189.94
	8/30/13	IPERS	SEWER FUND	NON-DEPARTMENTAL	172.80
	8/30/13	IPERS	SEWER FUND	SEWER OPERATING	250.48
	8/30/13	IPERS	SEWER FUND	SEWER OPERATING	285.09
	8/30/13	IPERS	SEWER FUND	SEWER OPERATING	259.35
				TOTAL:	12,231.15
TREASURER STATE OF IOWA	8/30/13	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	634.40
	8/30/13	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	800.30
	8/30/13	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	730.60
	8/30/13	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	133.00
	8/30/13	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	121.00
	8/30/13	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	132.40
	8/30/13	STATE WITHHOLDING TAX	ROAD USE TAX	NON-DEPARTMENTAL	0.10
	8/30/13	STATE WITHHOLDING TAX	ROAD USE TAX	NON-DEPARTMENTAL	0.30
	8/30/13	STATE WITHHOLDING TAX	ROAD USE TAX	NON-DEPARTMENTAL	0.80
	8/30/13	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	135.35
	8/30/13	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	162.45
	8/30/13	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	152.65
	8/30/13	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	122.15
	8/30/13	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	141.95
	8/30/13	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	136.55
				TOTAL:	3,404.00
**PAYROLL EXPENSES	8/23/2013 - 8/31/2013		GENERAL FUND	POLICE OPERATION	5,688.26
			GENERAL FUND	ROADS AND STREETS	2,701.84
			GENERAL FUND	PARK & RECREATION	1,753.79
			GENERAL FUND	CEMETERY	2,807.33
			GENERAL FUND	CLERK & TREASURER	2,065.38

VENDOR SORT KEY

DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
		GENERAL FUND	LOCAL CABLE ACCESS	571.23
		LIBRARY	LIBRARY	3,932.49
		ROAD USE TAX	ROADS & STREETS	44.10
		WATER FUND	WATER OPERATING	3,257.22
		SEWER FUND	SEWER OPERATING	2,904.17
			TOTAL:	25,725.81

**PAYROLL EXPENSES

===== FUND TOTALS =====

001	GENERAL FUND	25,540.71
031	LIBRARY	5,632.02
110	ROAD USE TAX	57.61
112	TRUST AND AGENCY	13,248.39
600	WATER FUND	7,721.45
610	SEWER FUND	6,697.34

	GRAND TOTAL:	58,897.52

TOTAL PAGES: 4

Memo

To: City Council

From: Deputy City Clerk Dawn Brandt

CC: Mayor Worrell

Date: August 29, 2013

Subject:

Council agenda item 5c: Approve inter-fund transfer of \$34,614.59 from general fund to Fire Apparatus Reserve Fund.

Council agenda item 5d: Approve inter-fund transfer of \$17,900.08 from general fund to Police Reserve Fund.

The reserve accounts were set up for this budgeting purpose in June of 2011. \$17,900.08 was transferred to the Police Apparatus Reserve and \$34,614.59 was transferred to the Fire Apparatus Reserve account on June 30, 2013.

5c) These inter-fund transfers are approved as part of the budget process each year. The West Branch Fire Department capital improvement plan is funded from annual transfers from their equipment expenditure line and unexpended funds from their total budget balance at the end of each fiscal year.

5d) In the West Branch Police Department annual budget, vehicle set-asides are budgeted annually and set aside in a set aside in their general fund reserve line at the end of each fiscal year.

ORDINANCE NO. 714

AN ORDINANCE AMENDING CHAPTER 24 “PARK AND RECREATION COMMISSION”

WHEREAS, the City Council believes that an expanded Park & Recreation Commission could better plan for future capital improvements for the City of West Branch Parks and Trails.

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

1. Amendment. Chapter 24 of the Code of Ordinances, Park and Recreation Commission, is hereby amended as follows:

a. Section 24.02 is hereby amended by deleting its entirety and replacing it with the following:

MEMBERS APPOINTED. The Parks and Recreation Commission shall consist of seven (7) members with at least five members being residents of the City of West Branch. Other members may reside in the West Branch Community School District. All members shall be appointed by the Mayor with Council approval, who shall be the duly appointed members of the Commission. In addition, the Park & Recreation Director shall serve as an ex officio member of the Commission in order to better coordinate the recreational activities of the City. The Mayor shall, for good cause shown, appoint such other ex officio members as the Mayor, Council and the Commission feel would be beneficial to the parks and recreation program of the City.

b. Section 24.03 is hereby amended by deleting its entirety and replacing it with the following:

TERMS OF MEMBERS. The seven members shall be appointed for staggered terms with no more than three members having their appointment end in a single year, and all appointments shall be for three years. In the event of the death or resignation of any member, a successor shall be appointed to fill the unexpired term for which such member was originally appointed.

b. Conflicts. All ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed.

c. 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 this ordinance as a whole or any part, section or provision thereof not adjudged invalid or unconstitutional.

d. Effective Date. This ordinance shall be in full force in effect upon passage of this ordinance and publication as required by law.

First Reading: August 5, 2013
Second Reading: August 19, 2013
Third Reading: September 3, 2013

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

**City of West Branch
Advisory Board/Commission
Application Form**

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of West Branch.

When a vacancy occurs an announcement of that vacancy will be posted. No sooner than two weeks later the Mayor and City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Parks + Rec. Date: 8/19/13

Your Name: Cory Nolan Street Address: 118 Northside DR.

____ (day) _____

Do you live within the corporate limits of West Branch? Yes No

How long have you been a resident of West Branch? 13 yrs.

Occupation: RN. Employer: UHC.

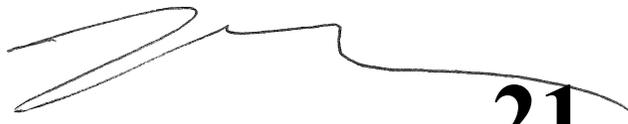
Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Served on the Parks + Rec Comm. in the past approx. 10 yrs. ago.

What particular contributions do you feel you can make to this board or commission?

I have knowledge of the community as well as children of various ages, thus, giving me an insight as to what the community's needs and vision is for the future of West Branch.



ORDINANCE NO. 712

AN ORDINANCE AMENDING CHAPTER 160 OF THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH REGARDING FLOOD PLAIN REGULATIONS.

WHEREAS, an expanded definition of “development” would provide clarity on activities not considered development in the City’s flood plain regulations; and

WHEREAS, the definitions of “minor projects” and “routine maintenance of existing buildings and facilities” would provide further explanation of the types of projects and maintenance activities that can be exempted from a floodplain permit.

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

1. Amendment. Chapter 160 of the Code of Ordinances, Flood Plain Regulations, is hereby amended as follows:
 - a. Section 160.02 is hereby amended by deleting subsection 160.02(3) in its entirety and replacing it with the following:

“Development” means any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. “Development” does not include “minor projects” or “routine maintenance of existing buildings and facilities” as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling, grading.”
 - b. Section 160.02 is hereby amended by incorporating the following definition into said Section 160.02:

ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES –

Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

- i. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- ii. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
- iii. Basement sealing;
- iv. Repairing or replacing damaged or broken window panes;

- v. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

- c. Conflicts. All ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed.

- d. 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 this ordinance as a whole or any part, section or provision thereof not adjudged invalid or unconstitutional.

- e. Effective Date. This ordinance shall be in full force in effect upon passage of this ordinance and publication as required by law.

First Reading: August 5, 2013
Second Reading: August 19, 2013
Third Reading: September 3, 2013

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 716

AN ORDINANCE ADOPTING STORM WATER REGULATIONS FOR THE CITY OF WEST BRANCH, IOWA.

WHEREAS, the City Council of the City of West Branch has heretofore deemed it necessary and desirable to promulgate regulations pertaining to storm water to protect the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDANED:

Section 1. Amendment. The Code of Ordinances of the City of West Branch, Cedar County, Iowa, is hereby amended by incorporating a chapter entitled “Storm Water Regulations”, which reads as shown on the attached Exhibit “A.”

Section 2. Conflicts. All ordinances or parts of ordinances that are in conflict with 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 this ordinance as a whole or any part, section or provision thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force in effect upon passage of this ordinance and publication as required by law.

First Reading: August 19, 2013
Second Reading: September 3, 2013
Third Reading:

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

EXHIBIT “A”

STORM WATER REGULATIONS

SECTION 1. SHORT TITLE.

This title of this chapter shall “Storm Water Regulations.”

SECTION 2. PURPOSE.

It is the purpose of this chapter to:

1. Protect, maintain and enhance the environment of the City and the public health, safety and welfare of the public by controlling discharges of pollutants into the City’s storm water system.
2. To establish legal authority to carry out inspections, surveillance and monitoring procedures necessary to ensure compliance with this chapter.

SECTION 3. DEFINITIONS.

1. “Best Management Practices” (BMPs) mean physical, structural and/or management practices that, when used singly or in combination, control activities including, but not limited to site run-off, spillage and leaks and waste disposal from entering the storm water system. BMPs may include a schedule of activities, prohibitions and practices, and design standards.
2. “City” means the City of West Branch, Iowa.
3. “City Administrator” means the City Administrator of the City or his/her designee.
4. “Common plan of development” means a parcel, less than an acre in size, which is platted as part of a larger parcel for development.”
5. “Facility” means premises on which industrial, commercial and/or land disturbing activity is occurring.
6. “Hazardous Materials” means any material, including any substance, waste or combination thereof, which because of its quantity, concentration or physical, chemical or infectious characteristics may cause or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
7. “Illicit Discharge” means any direct or indirect non-storm water discharge to the storm drain system, except as exempted in this chapter.

8. "Illicit connections." An illicit connection is defined as either of the following:
 - a. Any drain or conveyance , whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system, including, but not limited to any conveyances which allow non-storm water discharge, including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm water drainage system.
 - b. Any drain or conveyance connected from a commercial or residential land use to the storm drain system which has not be documented on plans or equivalent records and approved by the City Engineer.
9. "Land Disturbing Activity" means any activity that results in the movement of earth or a change in the existing soil cover (both vegetative and non-vegetative) or the existing topography. Land disturbing activity includes, but is not limited to, clearing grading, filling, excavation, or addition or replacement of impervious surface.
10. "Non-Storm Water Discharge" means any discharge to the storm drain system that is not entirely composed entirely of storm water.
11. "Person" means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.
12. "Pollutant" means anything which causes or contributes to pollution. Pollutants may include , but are not limited to: paints, varnishes and solvents, oils and other automotive fluids, non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter or other discarded or abandoned objects, ordinances and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal cloriform and pathogens, dissolved or particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (specifically including concrete residue); and noxious or offensive matter of any kind.
13. "Site" means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips where land disturbing activity occurs.
14. "Storm drain system: means publicly-owned facilities by which storm water is collected and/or conveyed, including, but not limited to any roads with drainage systems, municipal streets, gutters, discharges, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and man-made or altered drainage channels, reservoirs or other drainage structures.
15. "Storm water" means any surface, flow, runoff and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

16. "Wastewater" means any water or other liquid, other than uncontaminated storm water, discharged from a facility.

SECTION 3. ADMINISTRATION.

The City Administrator shall administer, implement and enforce the provisions of this chapter. Any powers granted to or imposed upon the City Administrator may be delegated to other persons or entities acting in the beneficial interest or in the employ of the City.

SECTION 4. ULTIMATE RESPONSIBILITY.

The standards set forth herein and promulgated to this chapter are minimum standards; therefore, this chapter does not intend that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

SECTION 5. DISCHARGE PROHIBITIONS.

No person shall discharge or cause to be discharged into the storm drain system or watercourses any materials, including, but not limited to pollutants or waters containing any pollutants or waters containing pollutants other than storm water.

The following discharges are exempt from the discharge prohibitions: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped water, foundation or footing drains, crawl space pumps, fire hydrant flushing, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat, wetland flows, firefighting activities, and any other water source not containing pollution.

SECTION 6. ILLICIT CONNECTIONS.

It shall be unlawful for any person to cause the construction, use or continued existence of an illicit connection to the storm drain system. This prohibition expressly includes, without limitation, connections made in the past, regardless of whether the connection was permissible under law or prevailing practices at the time of the connection.

SECTION 7. CONDITION PRECEDENT TO A BUILDING PERMIT; STOP WORK ORDER.

As a condition precedent to the obtaining of a building permit pursuant to Chapter ___ of this Code of Ordinances, any person performing any land disturbing activity of more than one acre, or as part of a common plan of development, shall include in its application for said permit a plan to keep sediment and other materials from leaving the Site on which the land disturbing activity shall occur. The City Administrator is not permitted to issue a building permit until such Site has been inspected to ensure compliance with the person's plan to keep sediment and other materials on the Site.

In addition, during the construction process, the City may periodically, upon showing proper credentials, inspect the Site to ensure that the BMP's outlined in the person's building permit application are still in place and are functioning property. The City Administrator may issue a Stop Work Order to the person in the event that the person does not correct any deficiencies within three (3) days of written notice by the City Administrator.

SECTION 8. RIGHT OF ENTRY.

The City Administrator or other duly authorized employees or contractors of the City, bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation and monitoring the property in accordance with the provisions of this chapter.

SECTION 9. NOTICE OF VIOLATION; PENALTIES.

1. The City Administrator is hereby authorized to issue a Notice of Violation upon any person who violates a provision of this chapter.
2. If the person to whom the Notice of Violation is sent fails to correct the violation within a reasonable time as determined by the City Administrator, the City Administrator shall proceed with subparagraph 3 below.
3. Any person who fails to perform an act required by this chapter or who commits an act which is prohibited by this chapter or who resists the enforcement of this chapter shall be guilty of a simple misdemeanor punishable by a fine or imprisonment as provided for in this Code of Ordinances.
4. Any person who fails to perform an act required by this chapter or who commits an act prohibited by this chapter or who resists enforcement of any section of this chapter shall be deemed to have committed a municipal infraction in accordance with Chapter 4 of this Code of Ordinances.

SECTION 10. NUISANCE.

Any violation of this chapter shall be deemed to be a public nuisance injurious to the public health, safety and welfare. The City Attorney, in addition to the penalties outlined in Section 9 above, may correct said violations as a nuisance pursuant to Chapter 50 of this Code of Ordinances.

SECTION 11. PENALTIES NOT EXCLUSIVE.

The remedies provided in this chapter and otherwise in this Code of Ordinances are not exclusive, or in lieu of the rights and remedies the City may have at law or in equity.

SECTION 12. APPEALS.

Any person receiving a Notice of Violation may appeal the determination of the City Administrator to the City Council. The notice of appeal must be filed within five (5) days from the date of the Notice of Violation with the City Clerk. The hearing on the appeal will take place at the next regularly scheduled City Council meeting where proper notice can be made in accordance with applicable law. If the person who received the Notice of Violation does not agree with the City Council's ruling in appeal, the person may appeal to a court of competent jurisdiction.

SECTION 13. ENFORCEMENT AFTER APPEAL.

If the violation has not been corrected as set forth in the Notice of Violation, or, in the event of an appeal, within three (3) days after the decision of the City Council upholding the decision of the City Administrator, then representatives of the City may enter upon the subject property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City or designated contractor, bearing proper credentials or identification, to enter upon the premises for the purposes set forth above.

SECTION 14. COST OF ABATEMENT OF THE VIOLATION.

Within ten (10) days after abatement of the violation, the owner will be notified of the cost of abatement, including administrative costs. If the amount due is not paid in a timely manner as determined by the decision of the City Administrator or after the expiration of the time of appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

CITY OF WEST BRANCH
COUNCIL ACTION REPORT

MEETING DATE: September 3, 2013 AGENDA ITEMS: 7f

DATE PREPARED: August 7, 2013, updated August 20, 2013

STAFF LIAISON: Matt Muckler, City Administrator

ACTION TITLE:

Resolution 1122, approving the installation of two street lights on Pedersen Street in the amount of \$5,571.17 and the monthly tariff cost of \$12.02 with Alliant Energy./Move to action.

WORKSHOP SPECIAL CONSENT NON-CONSENT PUBLIC HEARING

RECOMMENDATIONS:

Approve Resolution 1122.

PROJECT DESCRIPTION:

With limited lighting on the recently completed parking near Lions Field and near the shelter located to the north of Lions Field, additional lighting would enhance the safety of pedestrians and drivers in this area.

ATTACHMENTS:

Resolution 1122
Alliant Energy Letter Dated May 6, 2013 (Received August 5, 2013)
Alliant Energy Planning Map
Interstate Power & Light Company Estimate
Cedar County GIS Screen Capture

CURRENT FISCAL YEAR TOTAL COST: \$5,571.17 for installation of two street lights, plus \$12.02 monthly tariff.

BUDGETED UNBUDGETED (check one) FISCAL YEAR BUDGET 2013-2014

\$5,571.17 001-5-2-230-6371 Street Lighting, Utility Services/Gas, Electric

\$32,000 was budgeted for Fiscal Year 2013-2014. Street lighting costs for July 2013 was \$2,427.82, which would be \$29,133.84 for the fiscal year. That would leave approximately \$2,866.16 in the budget for the purchase of street lights. (Note: Prices do not vary much from month-to-month. December 2012 was \$2,575.07, higher than all other months reviewed, probably due to Christmas lights.)

With the purchase, the expenses for fiscal year 2013-2014 would be projected to exceed the street lighting budget by \$2,705.01. The Council could make the purchase and include the cost of these street lights in an upcoming budget amendment, or decide not to amend the budget as it is likely that expenditures in the program area would be within budget. In Fiscal Year 2012-2013, the street lighting budget was \$32,000. Only \$28,977.52 in expenditures took place last year, leaving a budget balance of \$3,022.48.

RESOLUTION NO. 1122

A RESOLUTION APPROVING THE INSTALLATION OF TWO STREET LIGHTS ON PEDERSEN STREET IN THE AMOUNT OF \$5,571.17 AND THE MONTHLY TARIFF COST OF \$12.02 WITH ALLIANT ENERGY.

WHEREAS, a request has been made for additional lighting on Pedersen Street and the two locations that would provide the most benefit would be on the north and south ends of Pedersen Street on the east side of the street; and

WHEREAS, Alliant Energy has provided a proposal for a decorative street light consisting of two 100-Watt HPS Colonial street light luminaries with underground wiring in the amount of \$5,571.17 to the City of West Branch.

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

SECTION 1. The City Council approves the purchase of two decorative street lights from Alliant Energy in the amount of \$5,571.17.

SECTION 2. The City Council hereby directs Alliant Energy to make the following changes to the existing system at the north and south end on the east side of Pedersen Street according to the terms expressed in the existing street light contract:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM:

<u>Number</u>	<u>Wattage</u>	<u>Style of Luminaire</u>	<u>Type and Height of Pole</u>	<u>Wiring</u>
Two	100W	Colonial	24' Black Fiberglass	Underground

SECTION 3. The City Council approves the monthly tariff cost without energy charge and taxes from Alliant Energy of \$12.02.

Passed and approved this 3rd day of September, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



May 6, 2013

CITY OF WEST BRANCH
PO BOX 218
WEST BRANCH, IA 52358

RE: Pedersen Street

Dear City of West Branch:

I am recommending 2 decorative street lights for your development referenced above.

The street lighting will consist of 100 Watt HPS Colonial street light luminaries with underground wiring.

The total charge for this project is \$5,571.17. This is a one-time charge and is not refundable.

Construction will be scheduled after you return to me a signed copy of this letter along with your check and a completed Street Light Resolution. The other copy of this letter is for you records.

The illumination will provide a safe & secure feeling to the residents and an aesthetically suitable atmosphere for the area.

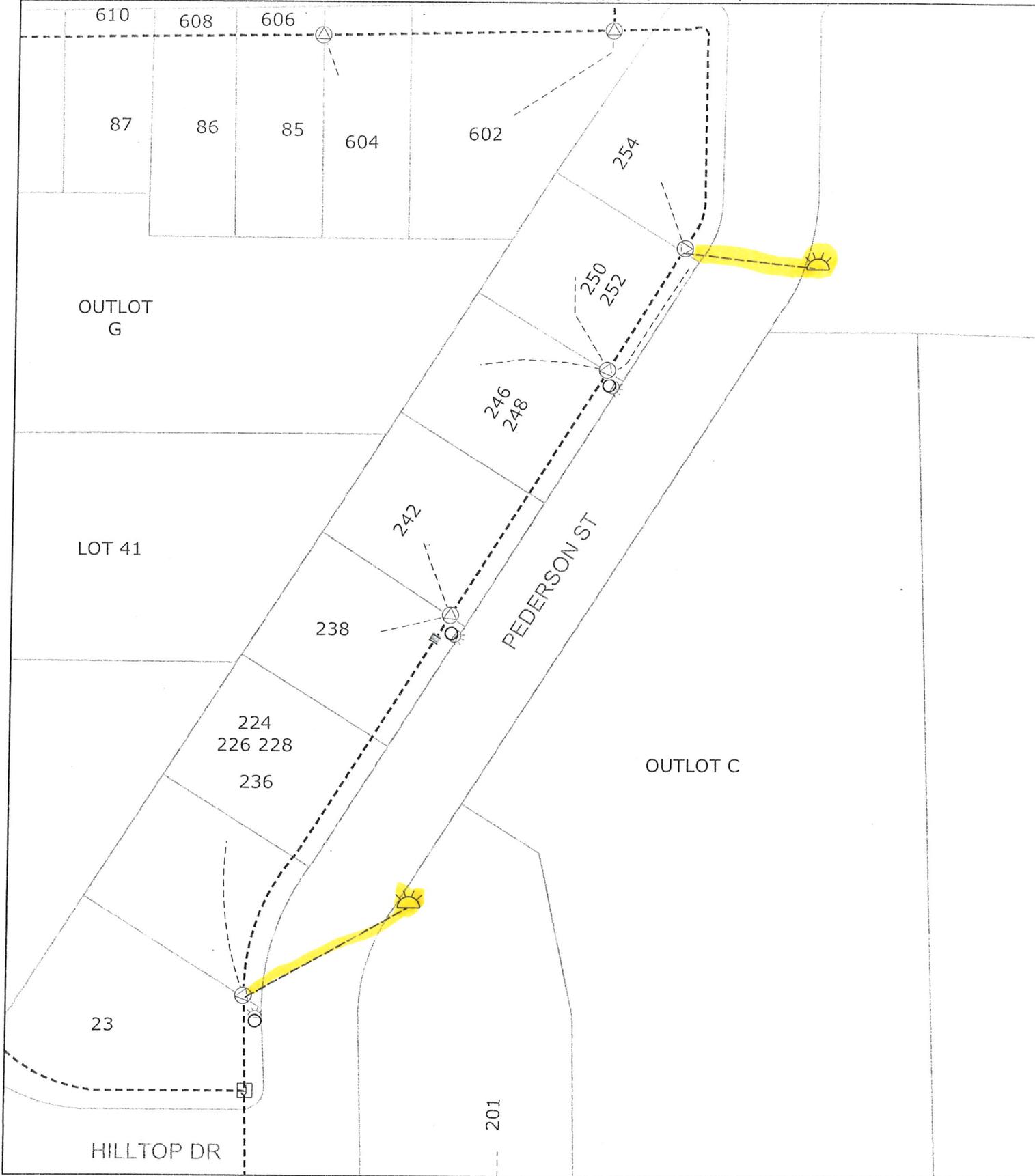
Sincerely,

Pat DeVore
Construction Associate

(Customer Signature)

(Date)

Representation hereof as to the accuracy or completeness of the information contained on this map. Any data provided is for general information only and any use of this data is at your own risk. Any attempt to excavate requires compliance with state law including contacting the appropriate one call notification center. Prior to excavation, the actual physical location of buried facilities must be determined pursuant to requirements of applicable law. This map constitutes limited protected nonpublic data that is confidential and proprietary to the Utilities. By one of the Utilities issuing you a copy of this map, You are deemed to have agreed to treat this information as confidential and to use and disclose it only for the specific project identified in your request for the map and as further restricted below. (If you disagree, please destroy this map and inform the Alliant Energy representative that sent it to You that You cannot comply, that your copy has been removed from all storage mechanisms, and that You will not further use this map.) This map may only be copied or reproduced for internal use by the Utilities or copied, reproduced, or disclosed by You subject to the terms of a nondisclosure or confidentiality agreement between your organization and those to whom you intend to disclose such information for a specific project, whereby the potential recipients agree to use this map only for the specific project identified in the request for the map and to treat this map as the Utilities' confidential and proprietary information restricted from further use, copying or disclosure indefinitely. Any other use, copying or reproduction is strictly forbidden.



Classification: Confidential CEII
Alliant Energy Confidential

PLANNING MAP

Scale: 1:1,099



**Interstate Power & Light Company (Applicable to the Iowa Service Area)
ESTIMATE**

Customer Name: City of West Branch

Date:

Mailing Address: PO BOX 218
West Branch, IA 52358

Phone #

Project Address: Pedersen St
West Branch

Account #

WR #

Contract # _____

The lighting contemplated herein is based upon the Company's Standard Charges for installation of new facilities.

Standard Charge Description	Billing Code	QTY	Installed Cost
24' BLACK OR GREY FIBERGLASS LIGHTING POLE	S-06	2 each	\$1,590.00
LIGHTING UNDERGROUND CABLE	S-30	0 feet	\$0.00
DIRECTIONAL BORING - 2"	I-10	235 feet	\$3,149.00

Iowa Total Free Conductor Footage = 0 feet
 Iowa Total Free Cable Footage = 235 feet
 Iowa Free Trenching Footage = 0 feet

Street Lighting Facilities Installed Standard Charge = \$4,739.00

Iowa Contribution Tax Adder = 17.56%

Tax Amount = \$832.17

Non-Refundable Contribution In Aid of Construction Required = \$5,571.17

Reimbursable Charge Description	Billing Code	Amount

Non-Refundable Reimbursement Required = \$0.00

Tariff Item Description	Rate Code	QTY	Total Charge
80 WATTS LED or 100 WATTS HPS (DECORATIVE)	640	2 each	\$12.02

monthly Tariff cost without energy charge and taxes = \$12.02

Total Non-Refundable Project Contribution = \$5,571.17

COMMENTS:

RESOLUTION NO. 1140

RESOLUTION ACCEPTING THE 280TH/N. DOWNEY RESURFACING PROJECT AS COMPLETE.

WHEREAS, Illowa Investment, Inc. was awarded the contract for the 280th/N. Downey Resurfacing Project (the “Project”); and

WHEREAS, said Project has now been completed in accordance with the City’s design standards; and

WHEREAS, it is now necessary for the City Council to accept the aforementioned as complete.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that the 280th/N. Downey Resurfacing Project be accepted as complete. Further, the City Clerk is directed to hold the retainage amount of \$4,219.65 until 31 days after the date of this Resolution.

* * * * *

Passed and approved this 3rd day of September, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



August 26, 2013

Matt Muckler
City Administrator
City of West Branch
110 Poplar Street
P.O. Box 218
West Branch, IA 52358

WEST BRANCH, IOWA
280th & NORTH DOWNEY RESURFACING
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$84,393.04. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

Please sign both copies of the Certificate of Completion. Forward one copy to our office and keep the other copy for your files.

Partial Payment Estimate No. 2 (final) in the amount of the retainage will be submitted to the City after 31 days has elapsed from the date of acceptance of the project by the City and Illowa Investment, Inc. has submitted the necessary final documentation.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

Dave Schechinger
DRS:mmc
36897
Enclosure

CERTIFICATE OF COMPLETION

**280th & NORTH DOWNEY RESURFACING
WEST BRANCH, IOWA**

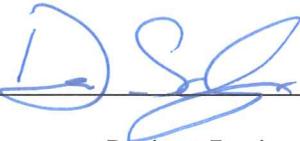
June 19, 2013

We hereby certify that we have made an on-site review of the completed construction of the **280th & NORTH DOWNEY RESURFACING** under the Contract as performed by Illowa Investment, Inc. of Blue Grass, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is Eighty-Four Thousand Three Hundred Ninety-Three and 04/100 Dollars (\$84,393.04).

VEENSTRA & KIMM, INC.

Accepted: **CITY OF WEST BRANCH, IOWA**

By  _____
Title Project Engineer
Date August 26, 2013

By _____
Title Mayor
Date _____

RESOLUTION NO. 1141

RESOLUTION APPROVING MEMBERSHIP IN THE IOWA STORM WATER EDUCATION PROGRAM.

WHEREAS, the Iowa Storm Water Education Program (ISWEP) was formed in 2004 to address the educational needs of those impacted by stormwater regulations in Iowa; and

WHEREAS, ISWEP provides educational and technical resources that benefit any municipality interested in protecting water quality; and

WHEREAS, ISWEP has offered an annual membership to the City of West Branch, as a municipality under a population of 3,000, at \$500 annually; and

WHEREAS, annual membership in ISWEP would provide discounted training opportunities for West Branch employees; and

WHEREAS, it is now necessary for the City Council to approve membership in the Iowa Storm Water Education Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa approves membership in the Iowa Storm Water Education Program and further approves dues for the current fiscal year in the amount of \$500.

* * * * *

Passed and approved this 3rd day of September, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

MS-4 & COMMUNITY MEMBERS

Altoona ♦ Ames ♦ Ankeny ♦ Asbury
Bettendorf ♦ Cedar Falls ♦ Cedar Rapids
Clinton ♦ Clive ♦ Coralville ♦ Council Bluffs
Davenport ♦ Des Moines ♦ Fairfield ♦
Grimes ♦ Hiawatha ♦ Iowa City ♦ Johnston
Marion ♦ Marshalltown ♦ Muscatine
North Liberty ♦ Norwalk ♦ Ottumwa
Pleasant Hill ♦ Sergeant Bluff ♦ Sioux City
Storm Lake ♦ University of Iowa ♦ Urbandale
Waterloo ♦ Waukee ♦ Windsor Heights
Johnson SWCD ♦ Linn SWCD ♦ Polk SWCD

PROFESSIONAL MEMBERS

Nilles Associates
MSA Professional Services
RDG Planning & Design
HBK Engineering

Iowa Storm Water Education Program

Central / Western Iowa: Pat Sauer
psauer@iamu.org

Eastern Iowa: Stacie Johnson
sjohnson@iamu.org

Member Services: Tricia Lyman
tlyman@iamu.org

IowaStormWater.Org



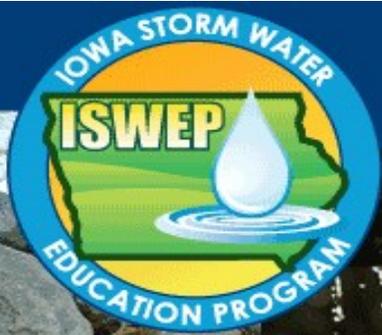
Iowa Storm Water Education Program
Iowa Association of Municipal Utilities
1735 NE 70th Avenue
Ankeny Iowa 50021



Education & Outreach Services

MS-4 COMMUNITIES
EDUCATORS
BUSINESSES
INDIVIDUALS
PROFESSIONALS
(Service & Product Providers)

*Improving & Protecting
Water Quality in Iowa*



IOWA STORMWATER EDUCATION

Mission: Provide educational and technical resources to promote positive action on the part of the public to protect water quality.

The Iowa Storm Water Education Program was formed in 2004 to address the educational needs of those impacted by stormwater regulations in Iowa. The program has grown to include:

- Quarterly Resource Program
- Certification Programs
- Storm Water Training & Workshops
- Contracted Training & Technical Services

Since its inception in 2004 over 6,500 training contacts have been made.

PLEASE JOIN US

If you, your city, organization or business is involved in stormwater management consider joining the Iowa Storm Water Education Program. Membership has expanded to include a Business and Individual level; in addition to our Educator level and Professional levels.

QUARTERLY RESOURCE PROGRAM

Annual membership fee and benefits for ISWEP
Quarterly Toolbox Program

MS-4s / COMMUNITIES

membership fee calculated on a per capita basis
Quarterly toolboxes and networking meetings
Login area of the IowaStormwater.Org
Access to library of training materials, displays
Cluster training and workshop discounts
General assistance / Legislative issue tracking, research and more

EDUCATORS \$500

Receive quarterly toolbox
Attend quarterly meetings
Login area of IowaStormwater.Org
Discounts for ISWEP workshops

BUSINESS \$250 / INDIVIDUAL \$100

Relevant quarterly materials sent by e-mail
Discounts for ISWEP workshops (Limit 4 employees)

PROFESSIONALS (Service & Product Providers) \$700

Business logo added to Quarterly Newsletter & ISWEP website, electronic quarterly newsletter, vendor discount and discounts for ISWEP workshops

CERTIFICATION PROGRAMS

- ◆ Iowa Certified Construction Site Pollution Prevention Inspector (ICCSPPPI)
- ◆ Iowa Certified Installer of Construction Site Pollution Prevention Practice (ICICSP3)
- ◆ Rainscaping Iowa Rainscaper Certifications:
 - Rain Gardens & Biocells
 - Pervious Pavers
 - Rainwater Harvesting
 - Soil Quality Restoration
 - Native Landscaping

STORMWATER TRAINING

- Green Infrastructure
- Stormwater Design for Design Professionals and Non-Engineers
- Stormwater Ordinances
- Stormwater Utilities
- Urban Drainage Design
- Watershed Assessment
- Training programs can be customized to meet your individual needs

Keep current on all scheduled training posted on the ISWEP Calendar of Events @ IowaStormWater.Org



Iowa Storm Water Education Program

Our mission is to provide education, outreach, technical resources and training programs to protect and improve water quality in Iowa.

Learn more about our members:

[MS4 Member Communities](#)

[Professional Services Members](#)

[Education Provider Members](#)

Join us today!

[Membership Brochure](#)

Upcoming Training / Workshops:

September 12

Part I: Native Landscaping & Native Turf

Part II: Maintenance of Stormwater BMPs

[Flyer](#)

[Itinerary](#)

[Registration](#)

September 27

ISWEP Annual LID Tour - Ames, IA

[Flyer](#)

[Registration](#)

October 1-4

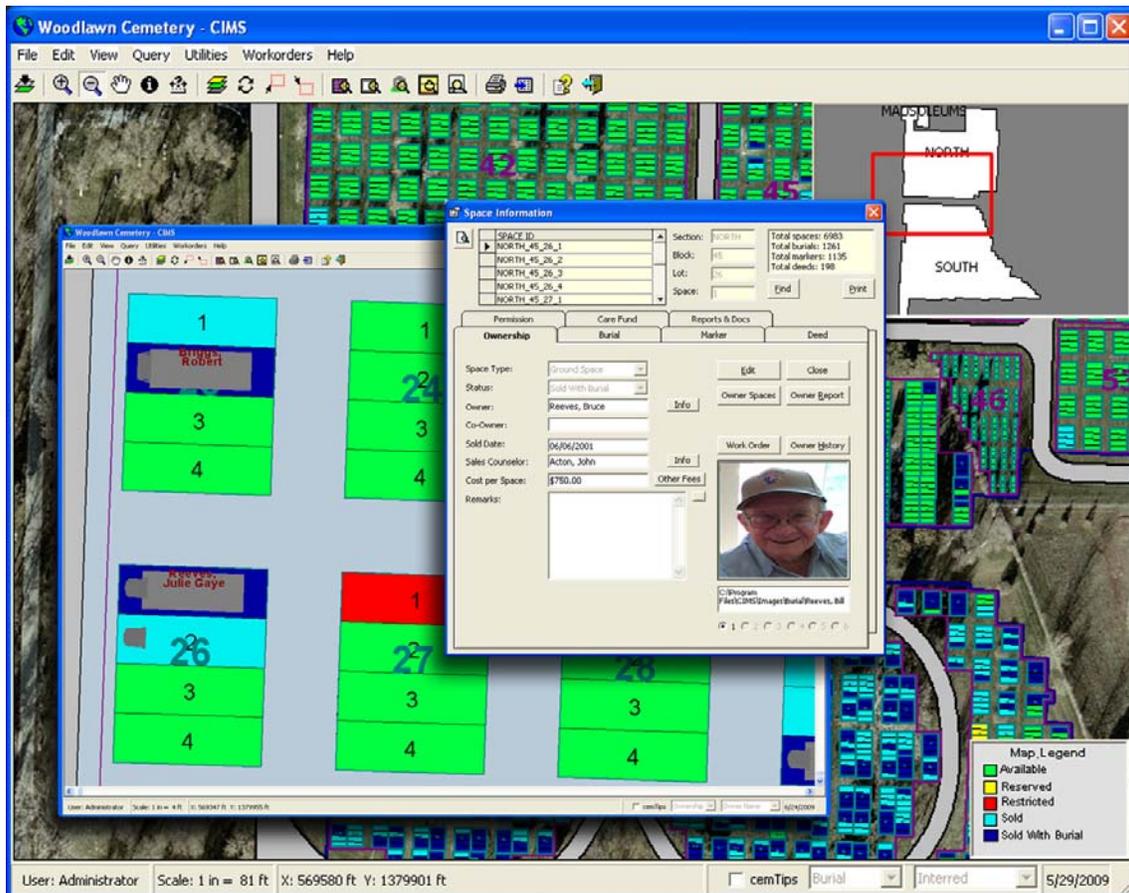
Streambank Stabilization - Clive, IA

[Flyer](#)

[Itinerary](#)

[Registration](#)

Cemetery Information Management System - CIMS



Designed to work with 
QuickBooks

**Proposal for CIMS Implementation for
West Branch Municipal Cemetery – 26992
August 19, 2013**



August 19, 2013

Matt Muckler
City of West Branch
110 N. Poplar Street, PO Box 218
West Branch, IA 52358

SUBJECT: CIMS CONTRACT FOR WEST BRANCH MUNICIPAL CEMETERY

Dear Mr. Muckler:

Thank you for considering CIMS as your cemetery management software. We are confident that you would be pleased with this decision throughout this project and in the years to come. We respect that this is a large investment and adjustment for you and your cemetery and our goal is to make it a smooth transition.

CIMS 4.3, our newest product for the cemetery industry excels over the competition in many areas. Its database is comprehensive, yet flexible, and very simple to learn. Our mapping technique is also the best in the industry. All your information will be in the database and linked to a space on your cemetery map.

Two copies of the contract are enclosed. For our official records, we ask that you return one signed copy to Ramaker & Associates, Inc. I've enclosed an addressed stamped envelope for your convenience.

I've also enclosed References. These sheets will provide you with Ramaker & Associates' background, as well as highlight some of the systems we've recently completed for a few of our clients.

Beginning this project is simple. Just return a signed contract and copies of your CAD files. We will then send you layouts of your new digital map to proof and revise as necessary. When the maps are approved, we will merge it with the CIMS database, for a complete system.

If you have any questions or concerns on any issues in the proposal, please feel free to contact me at 1-800-332-7532 and we can discuss them in more detail. We look forward to a long and successful relationship with you.

Sincerely,

A handwritten signature in black ink that reads 'Rachel Tygum'.

Rachel Tygum
CIMS Project Manager

Enclosures

CIMS CONTRACT FOR WEST BRANCH MUNICIPAL CEMETERY

CLIENT: Matt Muckler
 City of West Branch
 110 N. Poplar Street, PO Box 218
 West Branch, IA 52358

PROJECT: West Branch Municipal Cemetery

CIMS SOFTWARE – FUNCTIONAL OVERVIEW

Ramaker & Associates cemetery management and mapping software, CIMS is designed so that all cemetery information is linked to a digital map. A user can simply click on the map and determine who owns that space, when it was purchased, and if there are any interments on it. Additionally, a user can query the database for a particular burial or owner, and see the results of that search on the map. These basic functionalities are outlined in the following screen shots.

- 1) CIMS has rapid querying of burial locations by name and/or location. The results will display the database records and highlighted graphical features. This information can be viewed and printed in report form or map form.

Search Space

Location
 Cem1: ADAMS Section: N
 Lot: 034 Space: <ALL>

Owner/Reserved By
 Last Name: Libby Match Exactly
 First Name: Match Exactly

Status
 Available Reserved Sold
 Restricted Sold With Burial

Spaces with a Marker: Space Type: <ALL>

Sold Date: <ALL>
 Cost: <ALL>

Remarks:

Search Print Cancel
 View Map Select All Clear Form

LOCATION	TYPE	STATUS	COST	OWNER	CO-OWNER	RESERVE
ADAMS N 034 NE3	Ground Space	Available	\$0.00			
ADAMS N 034 NW1	Ground Space	Available	\$0.00			
ADAMS N 034 NW2	Ground Space	Available	\$0.00			
ADAMS N 034 NW3	Ground Space	Available	\$0.00			
ADAMS N 034 SE1	Ground Space	Available	\$0.00			
ADAMS N 034 SE2	Ground Space	Available	\$0.00			
ADAMS N 034 SE3	Ground Space	Available	\$0.00			
ADAMS N 034 SW1	Ground Space	Sold With Burial	\$0.00	Libby, Ralph O.		
ADAMS N 034 SW2	Ground Space	Available	\$0.00			
ADAMS N 034 SW3	Ground Space	Sold With Burial	\$0.00	Libby, Mildred		

Hold down the CTRL key for multiple select. 12 of 3458 spaces found.

- 2) CIMS has rapid querying of available, reserved, restricted, and sold spaces by name and/or location. The results will display the database records and highlighted graphical features. This information can be viewed and printed in report form or map form.

Querying "available, reserved, restricted, and sold" Spaces by Location

Querying Spaces by Owner's Name

LOCATION	TYPE	STATUS	COST	OWNER	CO-OWNER	RESERVED BY
ADAMS N 024 SE1	Ground Space	Sold With Burial	\$0.00	Dunsmoor, John		
ADAMS N 024 SE2	Ground Space	Sold With Burial	\$0.00	Dunsmoor, John		
ADAMS N 024 SW1	Ground Space	Sold With Burial	\$0.00	Dunsmoor, John		
ADAMS N 024 SW2	Ground Space	Sold With Burial	\$0.00	Dunsmoor, John		
ADAMS N 024 SW3	Ground Space	Sold With Burial	\$0.00	Dunsmoor, John		

- 3) CIMS is designed to easily create reports depicting information about your cemetery.

CIMS Adams Cemetery

Burial Activity Report

Date Printed: 06/17/2010
Period Covered: From 06/17/2010 to 06/17/2010

LAST_NAME	FIRST_NAME	AGE	DEATH DATE	BURIAL DATE	TYPE	LOCATION	FUNERAL HOME
Grano	Richard D.	50	08/10/2000	08/10/2000	Adult	ADAMS H 079 SE2	
Springer	Louise Inez	72	10/20/2000	10/20/2000	Adult	ADAMS H 061 NW3	
Claphin	Earl		12/31/2000	12/31/2000	Adult	ADAMS H 017 SW1	
Clark	Ruth (Beal)	91	04/01/2001	04/01/2001	Adult	ADAMS H 021 NE1	
Clawson	Clawson	84	05/09/2001	05/09/2001	Adult	ADAMS H 066 SE1	

CIMS Adams Cemetery

Sold But Unused List Grouped by Section

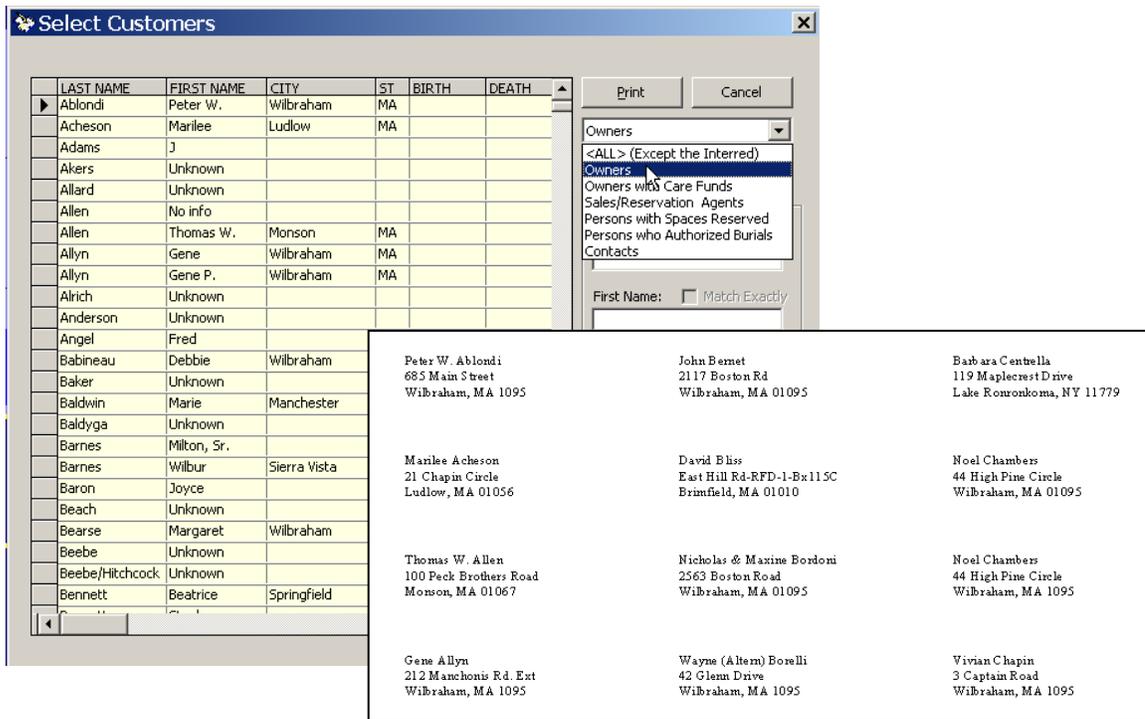
Date Printed: 06/17/2010

ADAMS

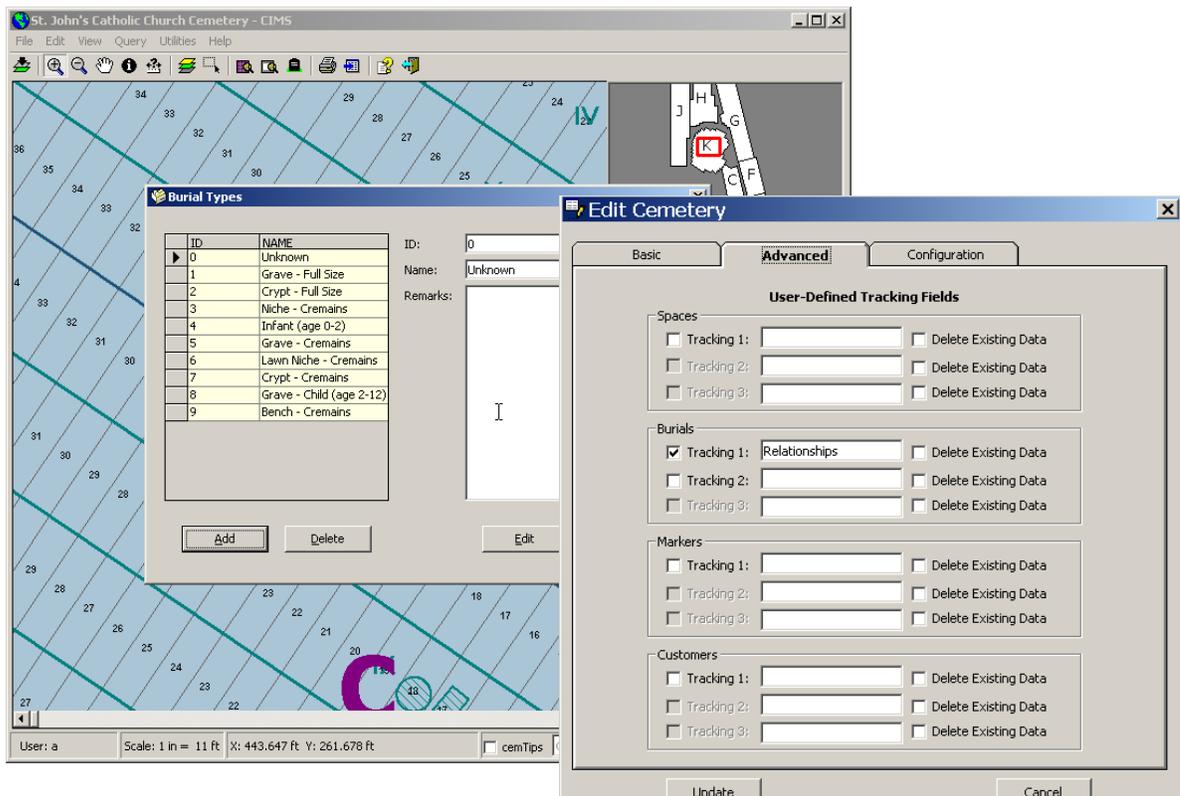
Section E

Cem	Section	Lot	Space	COST	TYPE	OWNER
ADAMS	E	01	NW1	\$ 0.00	Overused Space	No info Weissen
ADAMS	E	01	NW2	\$ 0.00	Overused Space	No info Weissen
ADAMS	E	01	NW3	\$ 0.00	Overused Space	No info Weissen
ADAMS	E	01	SE3	\$ 0.00	Overused Space	No info Weissen
ADAMS	E	01	SW1	\$ 0.00	Overused Space	No info Weissen
ADAMS	E	01	SW2	\$ 0.00	Overused Space	No info Weissen
ADAMS	E	01	SW3	\$ 0.00	Overused Space	No info Weissen
ADAMS	E	02	NE2	\$ 0.00	Overused Space	No info Lane
ADAMS	E	02	NE3	\$ 0.00	Overused Space	No info Lane
ADAMS	E	02	NW2	\$ 0.00	Overused Space	No info Lane
ADAMS	E	02	NW3	\$ 0.00	Overused Space	No info Lane
ADAMS	E	02	SE1	\$ 0.00	Overused Space	No info Lane
ADAMS	E	02	SE2	\$ 0.00	Overused Space	No info Lane
ADAMS	E	02	SW1	\$ 0.00	Overused Space	No info Lane
ADAMS	E	02	SW2	\$ 0.00	Overused Space	No info Lane
ADAMS	E	03	SE1	\$ 0.00	Overused Space	Llewellyn-Merrick

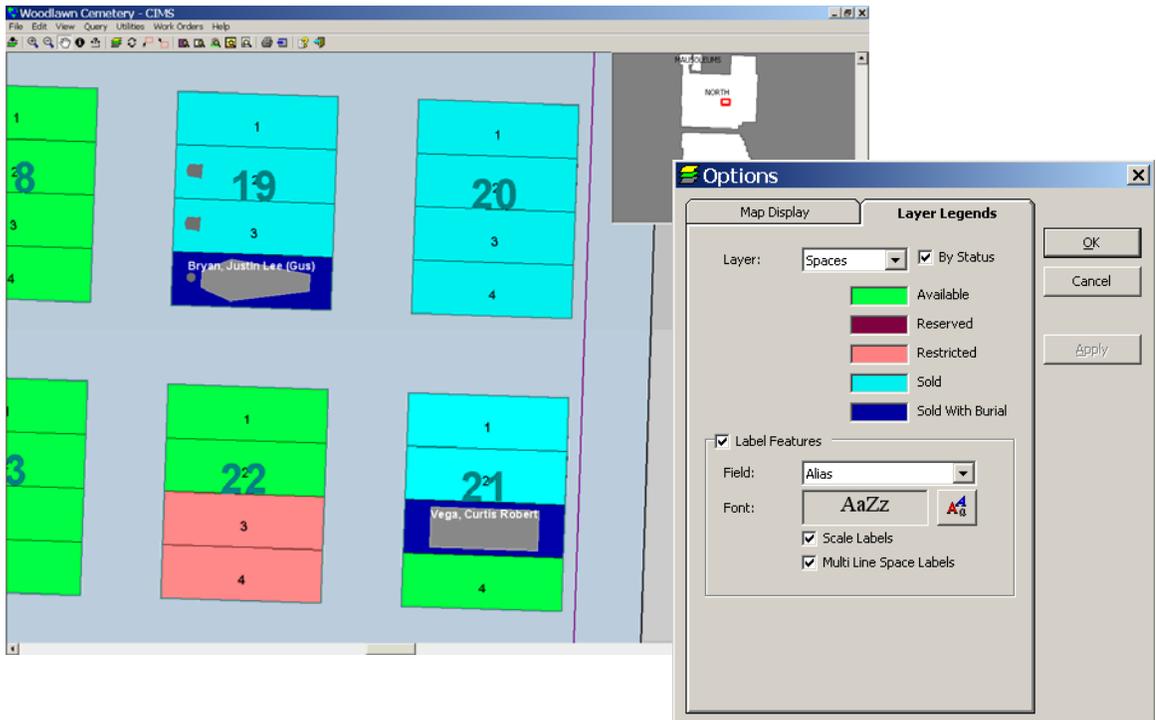
- 4) CIMS can query the customer database and print out mailing labels for marketing purposes.



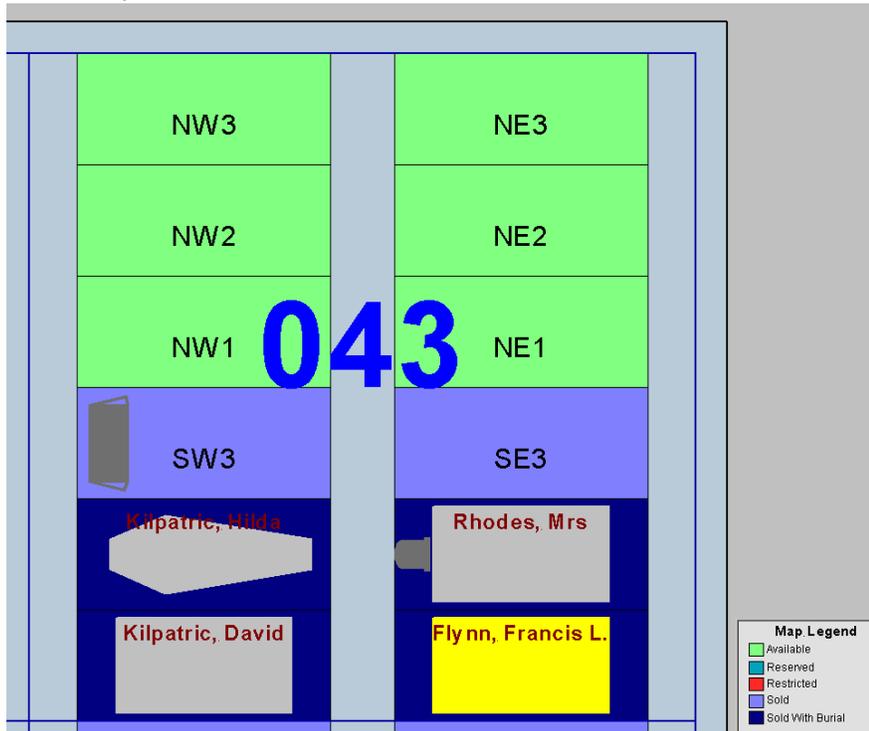
- 5) CIMS has the ability to populate drop downs with user-specified information and create custom data fields to track information unique to the cemetery.



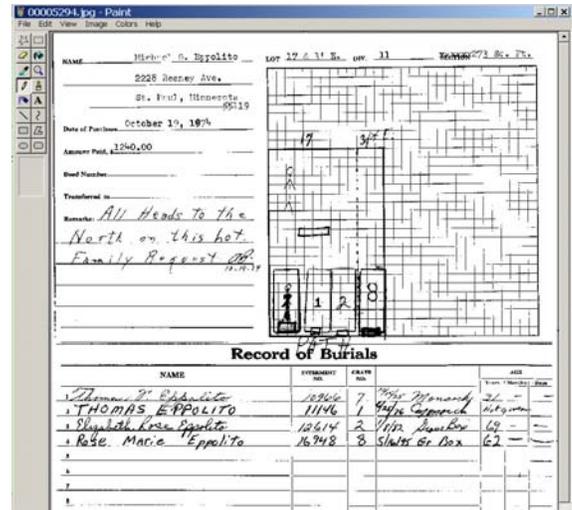
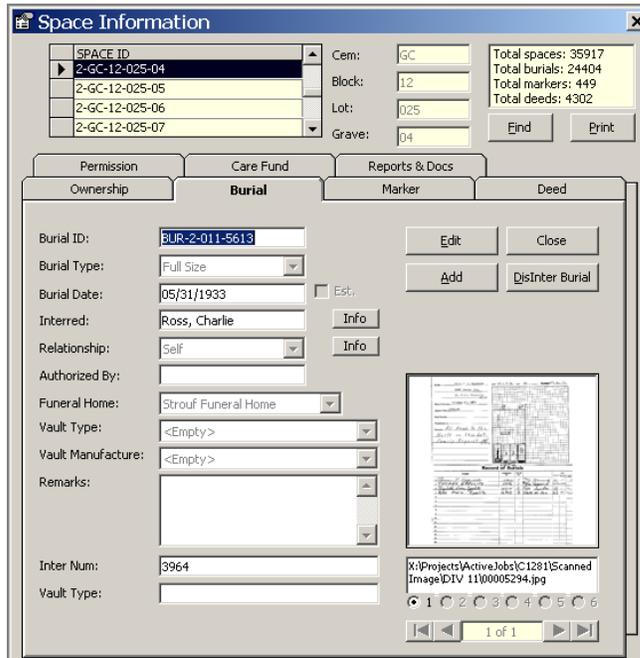
- 6) CIMS gives you the ability to view Space Status on cemetery maps. This information can also be generated in report form.



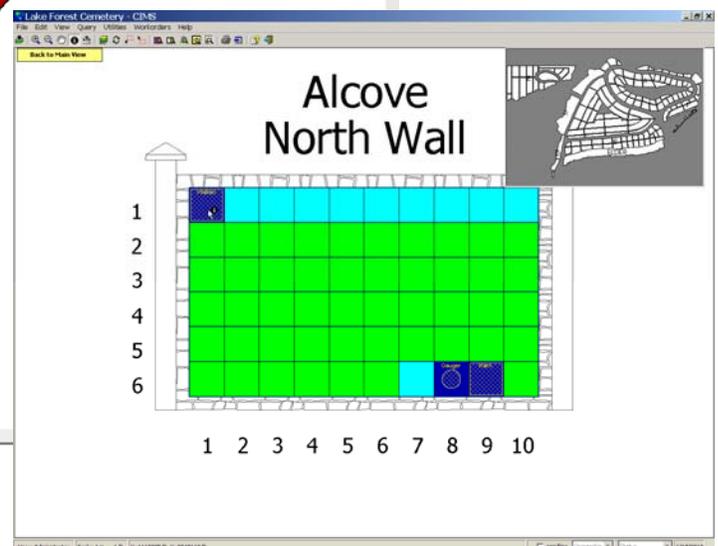
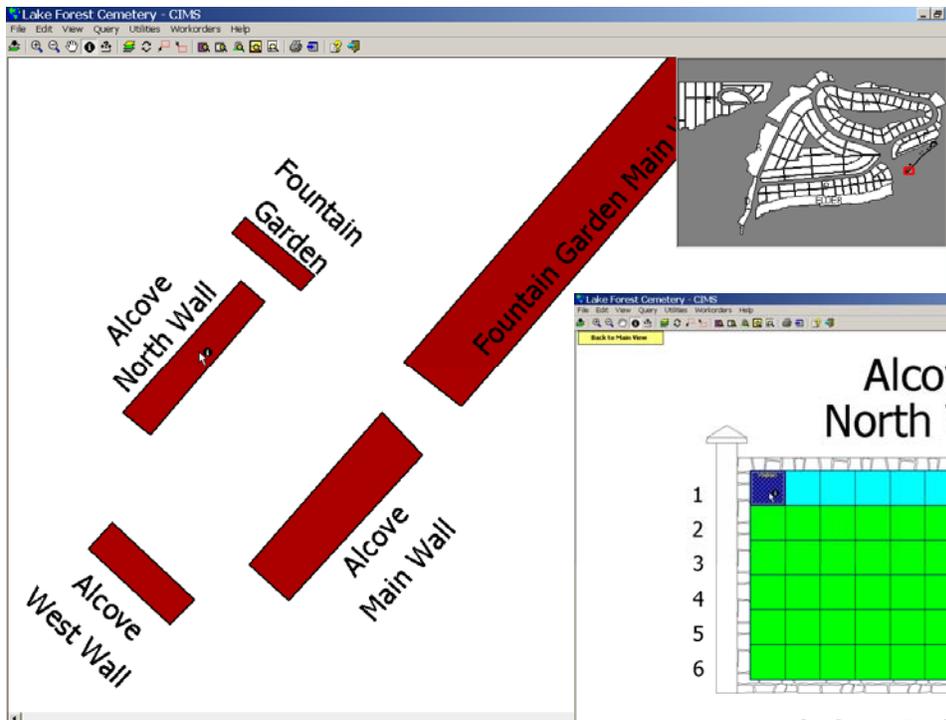
- 7) CIMS has direct updating capabilities for all database tables and graphical features. As the database is updated, maps are updated, so your maps always contain the latest ownership, interment, and marker information.



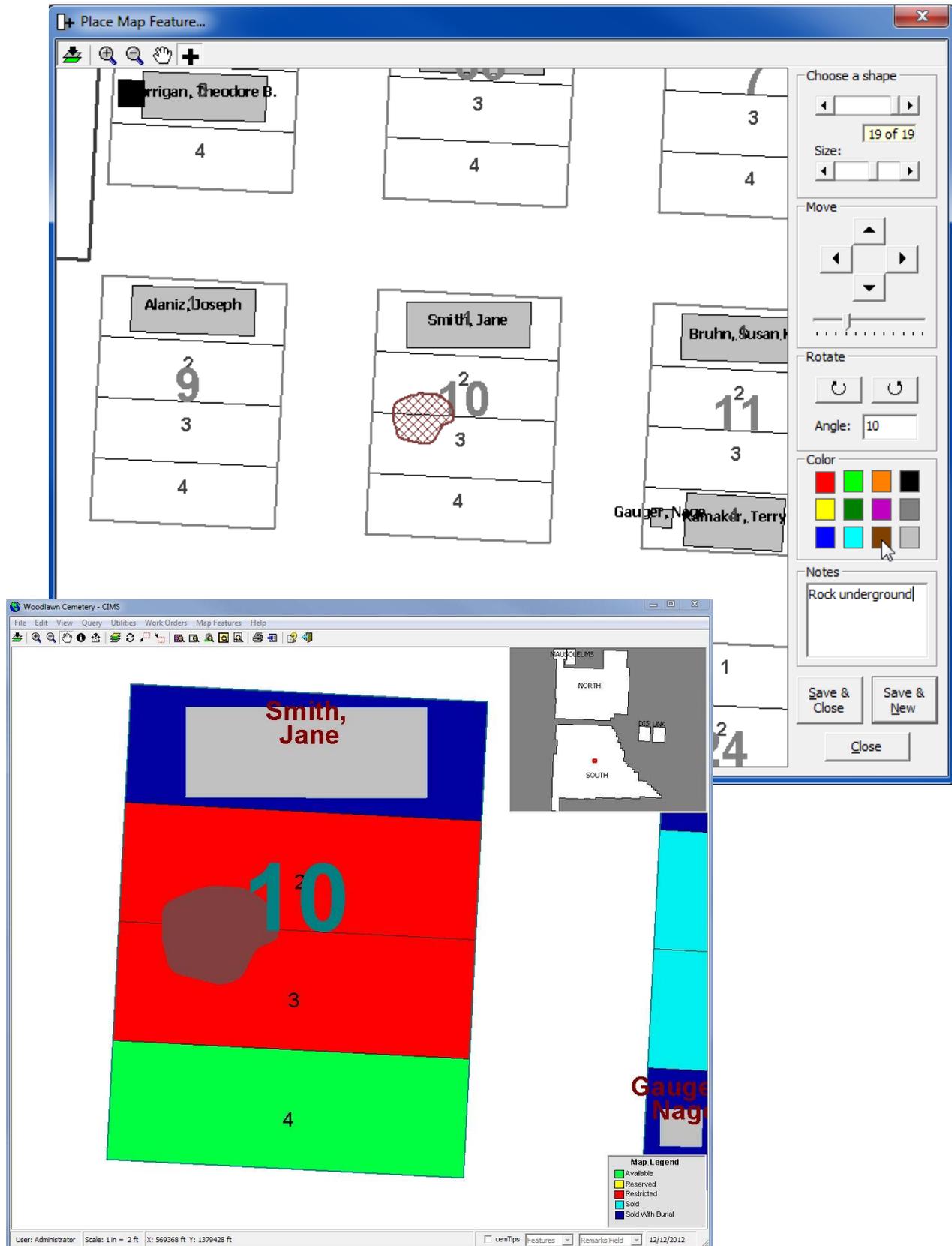
- 8) CIMS allows users to link scanned images to every grave space, burial, marker, deed, and customer. This image can be viewed and printed directly from the software.



- 9) CIMS allows for the mapping of columbariums and mausoleums. Clicking on the outline of the columbarium or mausoleum on the cemetery map will take you to the wall view, just as if you were standing in front of the wall yourself. This allows for a unique, accurate representation of your burial and owner data in columbariums and mausoleums.



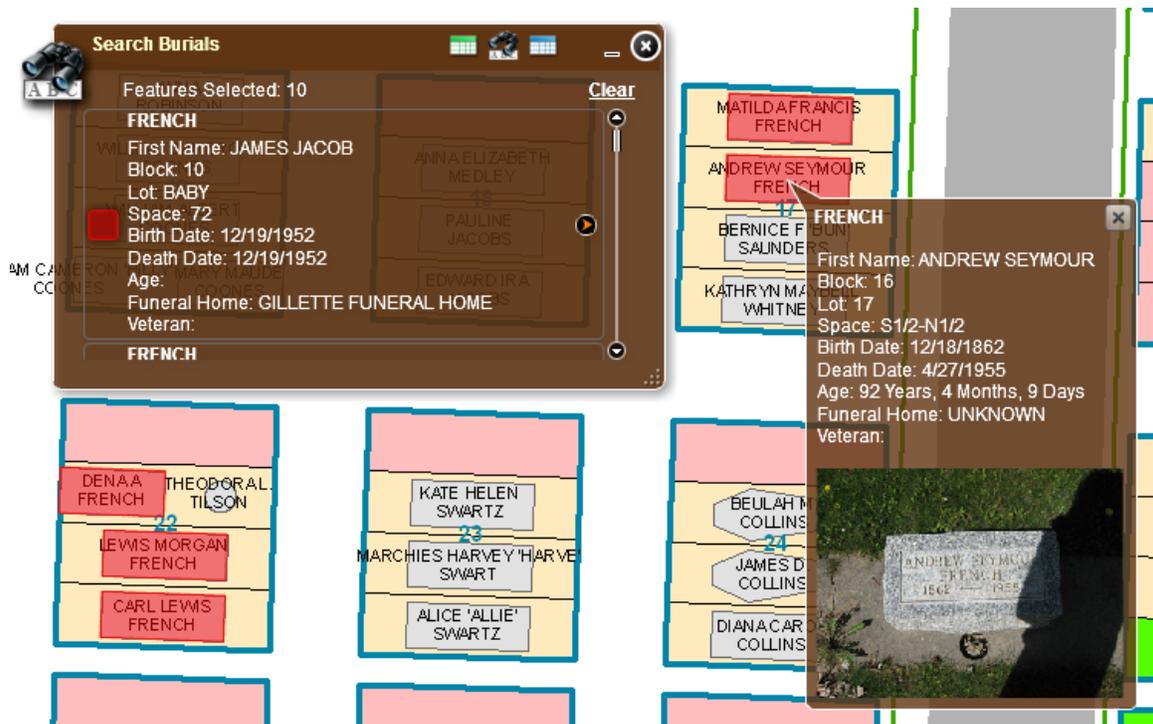
- 10) CIMS allows for tracking of various features in your cemetery such as trees, rocks and fire hydrants. The shape, size, and color of the feature can be chosen and then placed on the map, and notes regarding the feature can be saved.



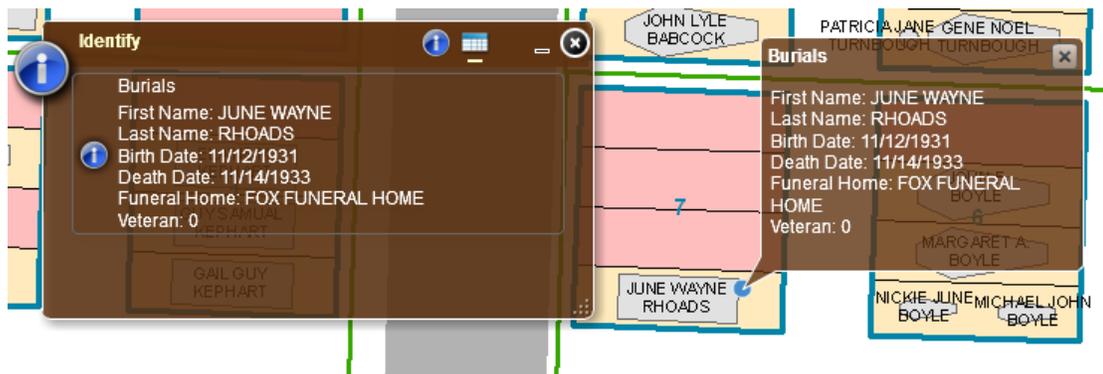
eCIMS SOFTWARE – FUNCTIONAL OVERVIEW

eCIMS is an Internet-based program that allows cemeteries to share their data and maps through interactive kiosks and on the Internet. Once a cemetery enters data into CIMS, Ramaker & Associates will host the maps and the database on a web server, making the data and maps accessible to family members and genealogists. If you would like to proceed with eCIMS, check the box on page 12 or 13. People interested in your cemetery will be able to look up information about the burials in your cemetery and print a map showing the location of the burials. They can do this from your kiosks, or from the Internet, 24 hours a day from the comfort of their own home. Following are basic descriptions of the functionalities of eCIMS.

- 1) Search Burials. Users can search all burials in the cemetery by first or last name.



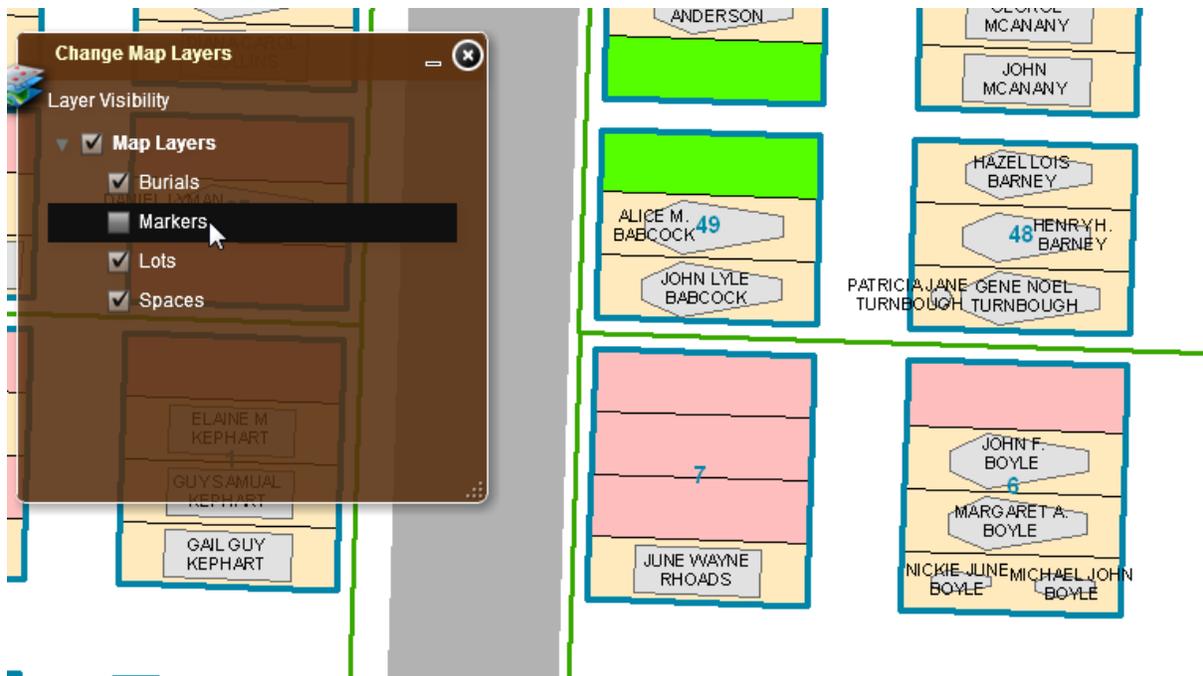
- 2) Identify. Users can click on any burial space for further information on the burial. Information provided to the user is determined by the cemetery, but can include items such as burial location, birth date, death date, funeral home, church, Veteran status and more.



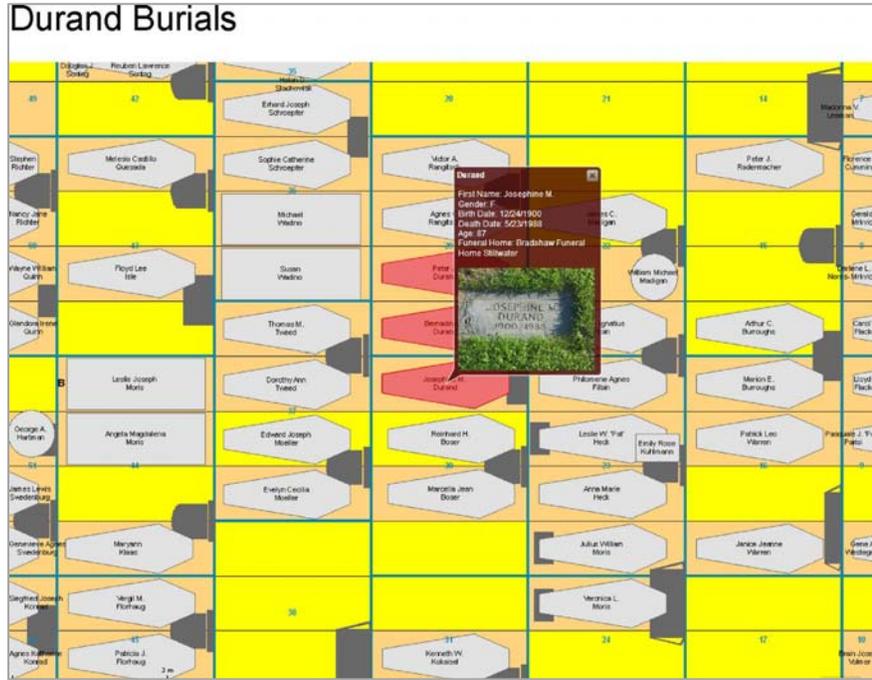
- 3) Map Legend. This legend gives users an easy visual guide to determining which spaces are sold or available.



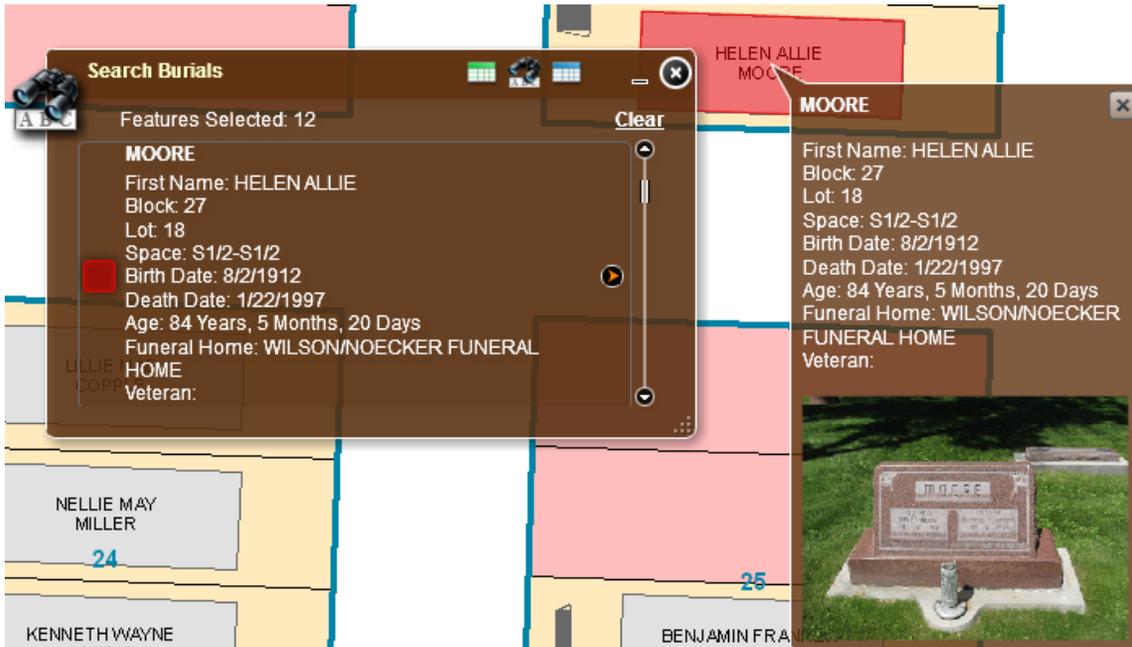
- 4) Change Map Layers. This feature allows the user to see only the information important to them. In the example below, we've turned off the Markers layer to show more of the spaces.



- Print. The print function allows you to print a map of the information on your screen at that moment.



- Export Map. The export function allows you to save a screenshot of your cemetery in a jpg image format for your use.
- Imaging Module. Multiple images can be pulled from the tabs in CIMS, such as the marker tab, the owner tab, or the burial tab. Images will be updated quarterly each year at the same time that your eCIMS burial and owner data is updated.



- We are using the latest in internet technology, including HTML5, CSS3 and JavaScript, to bring eCIMS to any internet capable device. This includes iPads, iPhones, Android tablets, traditional desktop computers, laptops and smartphones among many others.

SCOPE OF SERVICE

Ramaker & Associates, Inc. (Ramaker & Associates) will create digital maps in conformance with industry standard format for West Branch Municipal Cemetery based on the CAD files provided. The cemetery must be mapped to the grave level with section, blocks, lots and graves residing on distinct layers. The grave layer will serve as the foundation with which to relate all ownership, interment and marker information. A cemetery official will be expected to assist in the development of accurate maps and data and will be responsible for burial entry.

The first maps will be created to the lot level and may require assistance from a cemetery representative as needed. These maps will be sent to the designated cemetery official for verification and space delineation. Once this step is completed, the space layer of the maps will be created and also sent to the cemetery for verification. The digital maps developed will be accurate depictions of your cemetery. Ramaker & Associates will then provide a relational database structure for the cemetery to input data and relate it to the new digital maps. At that point, the CIMS shell is complete and ready for mass data input.

As an option, Ramaker & Associates can provide the QuickBooks Communication Module. This allows CIMS to communicate with QuickBooks Accounting Software, eliminating the significant amount of double entry that can occur when using separate data management and accounting programs. When a user sells a grave space in CIMS, they can press a button that automatically transfers all the information about the sale to an invoice within QuickBooks. This includes both the customer data including name, address, and phone number as well as information about the sale including which spaces were purchased, and the amount that was paid for them. From this point, the user can add additional items to the invoice, and then print a copy to give to the customer.

TECHNICAL SUPPORT

Ramaker & Associates is committed to providing your cemetery with quality technical support and a timely response. Our first line of technical support is via telephone or email. This is available Monday through Friday from 7:00 a.m. – 4:00 p.m. CST. Our technical support team will work closely with you to generate a solution to your problem. If there is a problem that cannot be handled over the phone, we will use our remote access software to solve your problem. This software is included with CIMS and allows us to access your computer as long as you have access to the Internet. This allows us to see the problem first-hand. In the past, this has been a very effective way of solving problems without coming on-site.

MAINTENANCE PROGRAM

As technology continues to evolve, we would like to keep our clients current. To help Ramaker & Associates provide these services, we offer a Maintenance Program for our custom clients. All clients that are a part of this program will receive upgrades to bring their software up to date with the latest technology. These upgrades include changes and improvements we've made to the program, typically based on client requests. The fee for the CIMS Maintenance plan is 15% of the total software license fees. This fee is due after 120 days and once per year after that. Customers that are up-to-date on the Maintenance Program receive free upgrades and free technical support.

PROJECT SCHEDULE

A preliminary project timeline is outlined below. The start date is contingent upon Ramaker & Associates being provided the maps and information to begin mapping by that date. The completion date will remain fixed only if all tasks outside the control of Ramaker & Associates, Inc. are met by the identified timeline. If tasks are not completed before or at these times, the completion date may need to be modified.

RECEIVE DATA FROM CEMETERY OFFICIAL & BEGIN BASEMAPPING	Week 1
PHASE I: SECTIONAL BASE MAP DELIVERY – (<i>Sections - Lots</i>)	
Send to cemetery officials for verification	Week 3
RECEIVE MAPS AND ALTERATIONS FROM CEMETERY OFFICIALS	Week 6
PHASE II: GRAVE LEVEL MAP DELIVERY – (<i>Grave</i>)	
Send to cemetery officials for verification	Week 8
RECEIVE MAPS AND ALTERATIONS FROM CEMETERY OFFICIALS	Week 10
FINAL BASEMAP COMPLETION	
Send to cemetery officials for final verification	Week 12
RAMAKER RECEIVES OFFICIAL CONFIRMATION OF ACCURACY OF MAP LAYOUT	Week 14
SYSTEM DELIVERY	Week 16

NOTE: In order to comply with this aggressive schedule, all Ramaker & Associates' questions and requests to the cemetery staff must be addressed within three (3) business days. If questions are not addressed in this time period, the schedule may need to be adjusted.

PROJECT COST

The following pages include the cost for the scope of work detailed in this contract and are based on the information provided to us. These prices are good for thirty days from the date of this contract. The project cost will not be exceeded without prior authorization from the designated West Branch Municipal Cemetery Official. The costs provided for data migration are based upon the files sent to Ramaker & Associates prior to the receipt of this proposal. Any alterations to the files may result in an increased data migration cost.

The initial invoice will be for the software costs. Mapping and data migration services will be billed in 25% increments as they are completed. All other services will be billed upon completion of the project. Any installation and training will be billed upon completion of the training.

The costs *do not* include the following items which may be needed:

1. Computer workstation, printer and scanner
2. Windows Operating System (Windows XP, Vista, 7 or 8)
3. Backup Device and Media (Flash Drive, Tape Drive, or Online Backup System)

OPTION A - CIMS 4.3 Implementation (Without QuickBooks Integration)

One CIMS 4.3 license	\$2,995
Creation of interactive "smart" map, 12.5 total developed acres @ \$300/acre	\$3,750
Incorporating Aerial Photo Layer, \$200 per cemetery Ramaker & Associates will acquire a photo from your local government	\$200
One Year System Support (15% of software license fees) For Technical Support and Free Upgrades	\$450

TOTAL OPTION A **\$7,395**

Additional Options		Please check the box if you would like to proceed with the option
On-site Installation and Training <small>This typically requires 2 days unless the travel time is minimal</small>	\$1,350/day	<input type="checkbox"/> (Plus Travel Costs)
On-line Installation and Training (circle one)	\$475 - 1/2 day \$950 - full day	<input type="checkbox"/>
Additional Map Layers (e.g., sprinklers, utilities) [<input type="text"/>] <small>How Many</small>	\$200/each	<input type="checkbox"/>
Data Migration from 8/19/2013 Tyler data pdf file <small>Firm pricing will be provided upon receipt of the raw Tyler data. If the information in the raw data significantly differs from the pdf file, the price will be adjusted accordingly.</small>	\$5,000-\$10,000	<input type="checkbox"/>
Customize CIMS Deed to match the language and look of the West Branch Municipal Cemetery Deed	\$400-\$600	<input type="checkbox"/>
Additional CIMS Software Licenses [<input type="text"/>] <small>How Many</small>	\$995/each	<input type="checkbox"/>
<small>\$150 per license will be added to the system support fee (15% of software license fees)</small>		
eCIMS Internet Mapping Module - A website hosted by Ramaker & Associates that will allow your customers to look up information about their loved ones on our website	\$1,000 Set Up Fee and \$1,200/year hosting fee	<input type="checkbox"/> \$1,000 set up fee covers the first cemetery. Additional cemeteries can be added for \$500 each.
eCIMS Imaging Module	\$500/year 1st GB data \$250/year add'l GB	<input type="checkbox"/> CIMS & eCIMS must be implemented first
CIMS Kiosk	\$1,000 Set Up Fee + \$3,500 Software License Fee	<input type="checkbox"/> Does not include kiosk or touch screen monitor

Ramaker & Associates now accepts payment via MasterCard, Visa, and American Express.

OPTION B - CIMS 4.3 with QuickBooks Communication Module**

One CIMS 4.3 license with QuickBooks Communication Module	\$3,500
Creation of interactive "smart" map, 12.5 total developed acres @ \$300/acre	\$3,750
Incorporating Aerial Photo Layer, \$200 per cemetery <small>Ramaker & Associates will acquire a photo from your local government</small>	\$200
Installation & Training (please choose one option)	
On-site Installation and Training <small>This typically requires 2 days unless the travel time is minimal</small>	\$1,350/day (Plus travel costs)
On-line Installation and Training - Full Day	\$950
On-line Installation and Training - Half Day	\$475
One Year System Support (15% of software license fees) <small>For Technical Support and Free Upgrades</small>	\$525

TOTAL OPTION B

\$7,975 + training

(**This option requires QuickBooks Pro 2007 software – or a newer version. Cost is approximately \$160. Can be purchased at your local office supply store or through Ramaker & Associates if desired)

Additional Options		Please check the box if you would like to proceed with the option
Additional Map Layers (e.g., sprinklers, utilities) [] <small>How Many</small>	\$200/each	<input type="checkbox"/>
Data Migration from 8/19/2013 Tyler data pdf file <small>Firm pricing will be provided upon receipt of the raw Tyler data. If the information in the raw data significantly differs from the pdf file, the price will be adjusted accordingly.</small>	\$5,000-\$10,000	<input type="checkbox"/>
Customize CIMS Deed to match the language and look of the West Branch Municipal Cemetery Deed	\$400-\$600	<input type="checkbox"/>
Additional CIMS + QuickBooks Communication License [] <small>How Many</small>	\$1,250/each <small>\$188 per license will be added to the system support fee (15% of software license fees)</small>	<input type="checkbox"/>
eCIMS Internet Mapping Module – A website hosted by Ramaker & Associates that will allow your customers to look up information about their loved ones on our website	\$1,000 Set Up Fee and \$1,200/year hosting fee	<input type="checkbox"/> <small>\$1,000 set up fee covers the first cemetery. Additional cemeteries can be added for \$500 each.</small>
eCIMS Imaging Module	\$500/year 1st GB data \$250/year add'l GB	<input type="checkbox"/> <small>CIMS & eCIMS must be implemented first</small>
CIMS Kiosk	\$1,000 Set Up Fee +\$3,500 Software License Fee	<input type="checkbox"/> <small>Does not include kiosk or touch screen monitor</small>

Ramaker & Associates now accepts payment via MasterCard, Visa, and American Express.

TERMS AND CONDITIONS

PLEASE SEE ATTACHED TERMS AND CONDITIONS.

AUTHORIZATION

I have read and understand the terms and conditions set forth in this contract and I hereby authorize Ramaker & Associates, Inc. to proceed with the implementation.

Please return one complete signed copy of this contract to Ramaker & Associates. If we are given verbal or other written notification to proceed, it will be mutually understood that both parties will be contractually bound by this contract, even in the absence of written acceptance.

West Branch Municipal Cemetery Official

Date

Rachel Tygum

Rachel Tygum, CIMS Project Manager

8/19/2013
Date

Please
Check One

- PROCEED WITH OPTION A
- PROCEED WITH OPTION B

RAMAKER & ASSOCIATES, INC.
GENERAL TERMS AND CONDITIONS OF AGREEMENT - CIMS

These Terms and Conditions of Agreement constitute the agreement ("Agreement") pursuant to which services are to be performed by Ramaker & Associates, Inc. (hereafter "Consultant") upon acceptance by the client ("Client") of the attached Proposal. The Scope of Services, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement, and are part of the Agreement.

SECTION 1: Scope of Services

The Scope of Work and the Project Schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if site conditions are encountered that materially differ from those indicated by Client, or if Client directs Consultant to change the original Scope of Services established by the Proposal, then an amendment to this Agreement is required. Consultant may rely on the representations of Client, and Consultant's obligations under this Agreement are limited by all specific directives of Client.

SECTION 2: Change In The Scope of Services

Any written or oral communication from Client that requests changes in the Scope of Services shall be treated as a Change Order Proposal. Consultant shall give written notice within ten (10) days of the proposed change order of any resulting increase in fees or costs. If the Client agrees with the Change Order Proposal, it shall become a Change Order to this Agreement and change the Scope of Services and Agreement Price accordingly. If the Client does not approve the Change Order, there shall be no change in the Scope of Services.

SECTION 3: Fees, Billing & Payment Terms

3.1 Client shall pay to Consultant on a time-and-materials basis (or as indicated in attached contract), compensation for services based upon the amounts set forth in Consultant's current Fee Schedule. Consultant's fee schedules are revised on a calendar year basis, will become a part of this contract, and the total compensation for the project will be adjusted if the Fee Schedule is revised.

3.2 PAYMENT DUE. Invoices shall be submitted by the Consultant (monthly, bi-monthly, weekly, or upon completion of each phase) as identified here or within the attached proposal. Invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.

3.3 INTEREST. If payment in full is not received by the Consultant within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall be applied to accrued interest and then to the unpaid principal.

3.4 COLLECTION COSTS. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

SECTION 4: Suspension of Services

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may immediately suspend performance of services. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

SECTION 5: Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including legal fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. In no event shall Consultant be liable hereunder for any indirect, incidental, punitive or consequential damages (including lost business profit or claims for extended duration, delays or hindrance) sustained by the Client for any matter arising out of or pertaining to the subject matter of this Agreement.

SECTION 6: Force Majeure

Consultant shall not be liable for any loss or damage due to failure or delay in rendering any service called for under the proposal letter resulting from any cause beyond Consultant's reasonable control, including but not limited to acts of God, acts or omission of governments, strikes, lockouts, or other industrial disturbances, riots, terrorism, acts of the public enemy, wars, blockades, insurrections, epidemics, landslides, earthquakes, fire, storms, lightning, floods, washouts, civil disturbances, and any other acts or omissions similar to the kind herein enumerated, but not within the control of the affected party and which by the exercise of due diligence said party is unable to overcome.

SECTION 7: Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify the Client for damages arising out of the performance of professional services to the extent caused by the negligence of the Consultant, except as limited herein by Client's indemnification obligations to Consultant which take precedence. To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless the Consultant and the Consultant's sub-consultants from any liability, damages, claim, costs, expenses, or legal fees, for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Consultant or for any other injury or loss caused by the Client, its employees, agents, other consultants, and/or the Property Owner, and to indemnify and hold harmless the Consultant and the Consultant's sub-consultants (including its officers, directors, employees, former employees, agents, and partners) to the extent that the total aggregate of any and all liabilities (including all damages (direct, consequential, indirect, incidental or other damages), claim, costs, expenses, legal fees of any party) of the Consultant and its sub-consultants to the Client or any and all third parties exceeds the amount of Consultant's fee for services rendered on this Project.

SECTION 8: Use and Ownership of Documents

The drawings, specifications and other documents, including those in electronic form, prepared by the Consultant, are considered Instruments of Service. Any drawings, specifications or reports prepared by Consultant under the attached proposal letter shall be the property of Client. Consultant shall have the unlimited right, however, to use such drawings, specifications and reports and the intellectual property therein. Client shall use such drawings, specifications and reports only for the project or purpose for which they were prepared. "Documents" as referred to herein are limited to the printed copy (hard copy) that are signed or sealed by Consultant, its agents or employees. Files on electronic media of text, data, graphics, or of other types that are furnished by Consultant, are only for the convenience of Client. Because electronic media can deteriorate or be modified, inadvertently or otherwise, without authorization of the data's creator, the party receiving electronic data agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected in the 30-day period will be corrected by the creator of the electronic data. Electronic drawings will not contain Consultant's or its engineer's seal or title block identification. The creator of electronic files is under no obligation to maintain hardware or software to use the media of transfer at a future date. Any conclusions of information derived from electronic files that are not specifically a requirement of the project work statement are at the user's sole risk. Consultant will retain all Documents which were generated or used while performing services under this Agreement, for a period of three (3) years following completion of this project. During this time, Consultant will reasonably make available these Records to Client during regular business hours. Consultant may charge a reasonable fee in addition to its professional fees for storing, retrieving, or copying such Records.

SECTION 9: Licensing

The CIMS family of applications, trademark, source code, trade secrets, copyright and all other rights, real or implied, pertaining to CIMS (including but not limited to any images, photographs, animations, video, audio, music, texts and "applets," incorporated into the software product) are and remain the sole property of Consultant. This does not include any data currently owned by the Client. The software product is licensed, not sold. You may install and use only the number of licenses agreed to in this contract. Each license is for one computer only. Upon termination of any Software license, Client will return to Customer or destroy all copies of the Software.

SECTION 10: Warranty and Remedies

All CIMS related products are warranted to perform for a period of 120 days from the date of receipt. If the software does not meet the warranty requirements, it will either be repaired or replaced at the discretion of Consultant. The software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Consultant makes no claim of interoperability with software programs other than the specified operating systems. This warranty only applies to the original seat of software that resides at the client office. Consultant is not responsible for data entered into the system. It is the client's responsibility to backup data on a consistent and timely basis.

10.1 Disclaimer. THE WARRANTIES IN SECTION 10 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION, OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH OTHER SOFTWARE, OPERATING SYSTEMS OR ENVIRONMENTS, OR EQUIPMENT.

10.2 Exclusive Remedies. Client must report to Consultant any breach of the warranties contained in Section 10.1 during the relevant warranty period. Client's sole and exclusive remedies, and Consultant's entire liability, for a reported breach are to correct Software errors that caused the breach of warranty, or if Consultant is unable to make the Software operate as warranted, Client may terminate the Software license and recover the fees paid to Consultant for the Software license, less a reasonable amount for Client's use of the Software, prorated based on a three-year product life.

10.3 Limitations. Consultant will have no obligations under Section 10 if the breach of warranty is caused by abuse, misuse, alteration, neglect, or accidental damage of or to the Software; or the unauthorized repair, modification, or installation of the Software.

SECTION 11: Technical Support

Complimentary technical support will be provided via telephone or e-mail for 120 days from the date of receipt. Support is available Monday through Friday from 7:00 a.m. – 4:00 p.m. CST. Please call us at 1-800-332-7532 or see our web site <http://www.1cims.com> for additional support options available after the complimentary support period expires.

SECTION 12: Upgrades/Enhancements

All product upgrades/enhancements will be provided free of charge for a period of 120 days from the date of delivery.

SECTION 13: Patents

Any patentable or copyrightable concepts developed by Consultant as a consequence of service hereunder are the sole and exclusive property of Consultant and nothing in this Agreement shall be deemed to grant Client any right in or to such concepts.

SECTION 14: Insurance

Consultant shall maintain worker's compensation, employer's liability, commercial general liability, automotive liability, and professional liability insurance during the time it is performing services hereunder. The Client shall be responsible for purchasing and maintaining the Client's usual liability insurance and, at its option, may purchase and maintain such other insurance as will protect it against claims which may arise from operations under the Contract Documents.

SECTION 15: Dispute Resolution

All claims, disputes and other matters in question arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with Commercial Industry Arbitration Rules of the American Arbitration Association then in force. If the parties cannot agree on the choice of an arbitrator, the parties shall use the American Arbitration Association to conduct the arbitration. The arbitration shall be held in Sauk County, Wisconsin. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereto. The fee, if any, of the arbitrator(s), shall be shared equally by both parties. Nothing herein shall preclude, however, the availability of injunctive or other equitable relief in an appropriate case, and each party agrees that the other shall be entitled as a matter of right to seek and obtain an injunction from any court of competent jurisdiction, restraining any further violation or threatened violation of any restriction or agreement contained herein for which monetary damages are not an adequate remedy.

SECTION 16: Third Party Beneficiaries

This Agreement does not create any benefits for any third party.

SECTION 17: Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

SECTION 18: Severability

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

SECTION 19: Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Consultant. Each of the parties has been involved in determining the provisions of this Agreement, and in case of a conflict herein such conflict shall not be resolved or determined in favor of or against a party hereto, in whole or in part, based on whether or not such party has prepared this Agreement or any provision hereof. Client is bound by the terms of this Agreement if Consultant is instructed by Client to proceed with the Scope of Services and Client has not objected to any of the terms and conditions contained herein.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Consultant as of this
____ 19th day of _____ August _____, 2013.

RAMAKER & ASSOCIATES, INC.

By: Brandon Finley
Brandon Finley
Vice President, Ramaker & Associates, Inc.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Client as of this
_____ day of _____, 20____.

CLIENT

By: _____
Name: _____
Title: _____

CITY OF WEST BRANCH
COUNCIL ACTION REPORT

MEETING DATE: September 3, 2013 AGENDA ITEM: 9a

DATE PREPARED: August 20, 2013

STAFF LIAISON: Matt Muckler, City Administrator

ACTION TITLE:
Retaining Wall Discussion

WORKSHOP REPORT CONSENT NON-CONSENT PUBLIC HEARING

PROJECT DESCRIPTION:

City staff has been made aware of two retaining walls that were constructed in violation of the area regulations which apply to the R-1 Residence District detailed in Section 165.27.3.C. The only permitted obstructions permitted in required yards can be found in Section 165.11. The Planning and Zoning Commission made a recommendation at their August 13, 2013 Meeting that the Council consider amending the Code of Ordinances to allow for retaining walls to be constructed up to four feet in height from finished grade to the top of the wall within two feet of the property line.

Staff has developed five options:

- 1) The first option would be to maintain the current Code on this issue. That would result in property owners who have constructed or who may construct retaining walls in the sideyard being required to remove the retaining wall or apply for a variance to the Zoning Board of Adjustment.
- 2) The second option would be to allow retaining walls in sideyards with no restrictions. This could be accomplished by adding retaining walls to Code Section 165.11.4.
- 3) The third option would be to follow the P&Z suggestion and allow retaining walls up to four feet in height up to two feet from the property line.
- 4) The fourth option would be to allow for a sliding scale of retaining wall height and distance from the property line in a two-to-one ratio starting at two feet from the property line. In this case, a one-foot retaining wall would be allowed at two feet from the property line. At four feet from the property line, a two-foot wall would be allowed. At six feet from the property line, a three-foot wall would be allowed and at eight feet from the property line, a four-foot wall would be allowed.
- 5) The fifth option would be some other allowance between the current Code and allowing retaining walls in sideyards with no restrictions.

ATTACHMENTS:

Permit Requirements, 2009 International Residential Code
Code Section 165.27, R-1 District Requirements
Code Section 165.11, Permitted Obstruction in Required Yards

alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the *jurisdiction*. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

SECTION R105 PERMITS

R105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the *building official* and obtain the required *permit*.

R105.2 Work exempt from permit. *Permits* shall not be required for the following. Exemption from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this *jurisdiction*.

Building:

1. One-story detached *accessory structures* used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m²).
2. Fences not over 6 feet (1829 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon *grade* if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above *grade* at any point, are not attached to a *dwelling* and do not serve the exit door required by Section R311.4.

Electrical:

1. *Listed* cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, *appliances*, apparatus or *equipment* operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical *equipment* to *approved* permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying *appliances*.
2. Replacement of any minor part that does not alter approval of *equipment* or make such *equipment* unsafe.
3. Portable-fuel-cell *appliances* that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating *appliances*.
2. Portable ventilation *appliances*.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling *equipment* regulated by this code.
5. Replacement of any minor part that does not alter approval of *equipment* or make such *equipment* unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell *appliances* that are not connected to a fixed piping system and are not interconnected to a power grid.

The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.

The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

R105.2.1 Emergency repairs. Where *equipment* replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

165.27 R-1 DISTRICT REQUIREMENTS.

1. Permitted Uses. In Residential R-1 District, the provisions of this section shall apply and the following uses permitted:
 - A. All uses allowed by right in Agricultural A-1 District except that there shall be no raising or pasturing of livestock, poultry or other commercial domestic animals or birds.
 - B. Boarding house, provided that not more than four (4) such boarders shall be permitted without special exception by the Board of Adjustment and by the Health Officer of the City.
 - C. Public utility substations or pumping stations meeting the requirements of Section 165.26(2)(A).
 - D. Private schools of general instruction.
 - E. Accessory uses customarily incidental to any of the foregoing permitted uses.
 - F. Funeral homes.
2. Uses Allowed by Special Exception by the Board of Adjustment.
 - A. All uses allowed by special exception in the Agricultural A-1 District, except that roadside stands are specifically prohibited.
 - B. Vocational or trade schools, whether or not operated for profit.
 - C. Retirement or nursing home.
 - D. Child Care Centers under the following conditions:
 - (1) Any person who operates in the City a child care center where there are more than six (6) children shall first make application for a special exception permit. Said application to be available at the office of the Clerk.
 - (2) Upon receipt of a completed and executed application, the Clerk shall present the said application to the Board of Adjustment at its next regular meeting. The Board of Adjustment shall establish a date for public hearing within thirty (30) days and authorize the Clerk to send written notice by ordinary mail to all persons living in and/or owning property within 500 hundred feet of the proposed child care center.

(3) At the public hearing all persons shall be heard upon the issues of the location, number of children, loading, parking and safety. At the close of said meeting the Board of Adjustment will set a time within thirty (30) days when it shall act to issue or refuse to issue a special exception permit.

(4) If a special exception permit is issued, the Board of Adjustment may set reasonable standards as to number of children, parking, loading and other safety and nuisance standards, but in any event all standards established by the State of Iowa must be met.

3. Area Regulations. The following regulations as to the area shall apply to the Residence R-1 District.

A. Lot Area and Width. A lot area of not less than seven thousand, seven hundred (7,700) square feet per family shall be provided for every building hereafter erected or used in whole or in part as a dwelling. Each lot shall have a building line frontage of not less than seventy (70) feet.

B. Front Yard. There shall be a front yard on each street on which a lot abuts, which yard shall be not less than twenty-five (25) feet in depth.

C. Side Yard. There shall be two (2) side yards on each lot, neither of which shall be less than eight (8) feet in depth.

D. Rear Yard. There shall be a rear yard on each lot, which yard shall not be less than twenty-five (25) feet in depth.

3. An accessory building shall not be bigger than the principal building.

165.08 ZONING OF NEW OR ANNEXED LAND. Prior to the annexation of any territory to the City, a plan for zoning the area to be annexed shall be forwarded to the Council by the Planning and Zoning Commission. All territory which may hereafter be annexed to the City shall be automatically classified in the same or similar type of district it was prior to annexation until otherwise changed by ordinance after public hearing.

165.09 APPROVED PLATS. Plats of record before the enactment date of the Zoning ordinance shall not be affected by this chapter except as buildings are proposed, they shall conform to yard requirements of the appropriate Zoning District.

165.10 STREET FRONTAGE REQUIRED. All lots to contain a building shall abut a public street for the required frontage in the district in which it is located; one single family dwelling may utilize a private easement of not less than 20 feet wide and abutting upon a public street, if approved by the Zoning Board of Adjustment.

165.11 PERMITTED OBSTRUCTION IN REQUIRED YARDS. The following obstructions, when located in the minimum area required for specified yards, shall be permitted.

1. In all yards:
 - A. Chimneys projecting eighteen (18) inches or less into the yard;
 - B. Flag poles;
 - C. Ordinary projections of sills, belt courses, cornices and ornamental features projecting not more than eighteen (18) inches into a yard;
 - D. Ornamental light standards;
 - E. Steps which are necessary for access to permitted buildings or for access to lots from streets and required exterior fire escapes.
2. In front yards:
 - A. Fuel pumps and air and water outlets in conjunction with automobile service stations, provided they shall be set back at least fifteen (15) feet from the front lot line;

- B. One-story bay windows projecting three (3) feet or less into the yard;
 - C. Open terraces not over four (4) feet above the average level of the adjoining ground and not projecting over ten (10) feet into a yard, but not including permanently roofed-over terraces or porches;
 - D. Signs and nameplates, as regulated therein.
3. In rear yards:
- A. Air-conditioning condensers for central air conditioning units;
 - B. Arbors and trellises;
 - C. Balconies of not more than five (5) feet into the required yard;
 - D. Breezeways and open porches;
 - E. Private garage;
 - F. One-story bay windows projecting three (3) feet or less into the yard;
 - G. Overhanging roof eaves and gutters, provided eaves and gutters of detached accessory buildings are not less than two (2) feet from a lot line;
 - H. Fences;
 - I. Open terraces not over four (4) feet above the average level of the adjoining ground, but not including permanently roofed-over terraces or porches;
 - J. Open accessory off-street parking spaces;
 - K. Playground and laundry-drying equipment;
 - L. Private swimming pools and tennis courts;
 - M. Sheds, tool rooms or similar buildings customarily accessory to the principal use.
 - N. Satellite dish.
4. Side yards:

- A. Open accessory off-street parking spaces;
- B. Overhanging eaves and gutters projecting twenty-four (24) inches or less into the yard;
- C. Fences;
- D. Air-conditioning condenser for air-conditioner units.

165.12 CORNER LOTS.

1. Side yard requirements for corner lots shall be the same as the front yard requirements for those lots to the rear of said corner lot abutting on the intersecting street.
2. A lot fronting on two (2) intersecting streets which form an interior angle of one hundred-thirty-five degrees (135°) or less and which lot has a frontage of not less than twenty-five (25) feet on each of such streets.
3. A lot located at the angle in the street where the interior angle formed by the intersection of the street lines is one hundred thirty-five degrees (135°) or less and which lot has a frontage of not less than twenty-five (25) feet on each leg of such angle.

165.13 REDUCTION OF LOTS AND PARTS OF OTHERS. No lot shall be sold, divided, or set off in such a manner that either the portion sold, divided or set off or the portion remaining shall be less than the minimum size prescribed by the regulations relating to the district in which it is situated, unless it becomes a part of an adjacent lot meeting requirements.

165.14 NUMBER OF BUILDINGS ON ZONING LOT. Only one principal detached residential building shall be located on a zoning lot, and a principal detached residential building shall not be located on the same zoning lot with any other principal building.

165.15 ENFORCEMENT. The Council shall appoint a zoning officer to enforce the provisions of this chapter. It shall be the zoning officer's duty to examine all applications for permits, issue permits only for construction and uses which are in accordance with the requirements of this chapter, record and file all applications for permits with accompanying plans and documents, and make such reports as the Council may require. Permits for construction and uses which would be a violation of this chapter and that require a special exception or variance to requirements of this chapter shall be issued only upon written order by the Board of Adjustment as provided for in Section 165.22 of this chapter.

(Ord. 659 – Mar. 11 Supp.)