

City of West Branch

~ A Heritage for Success ~

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

CITY COUNCIL MEETING AGENDA
Monday, November 18, 2013 • 6:30 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action
 - a. Approve minutes from the November 4, 2013 City Council Work Session.
 - b. Approve minutes from the November 4, 2013 City Council Meeting.
 - c. Approve claims.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell – Oath of Office, Councilperson Brian Pierce
 - b. Mayor Mark Worrell – Oath of Office, Councilperson Tim Shields
 - c. Mayor Mark Worrell – Recognition of Dave’s Welding & Repair
 - d. Accept the resignation of Craig Cochran from the Zoning Board of Adjustment./Move to action.
 - e. Resolution 1159, approving a consultant agreement with Terry Goerdts for building inspection services./Move to action.
 - f. Resolution 1161, approving the construction of Memorial Garden in the West Branch Municipal Cemetery./Move to action.
 - g. Resolution 1164, approving a consultant agreement with HBK Engineering in the amount of \$24,980 for comprehensive park planning services./Move to action.
 - h. Resolution 1154, approving a dedication agreement and option agreements in connection with the future improvement of Tidewater Drive and construction of Rummells Avenue./Move to action.
 - i. Resolution 1148, approving the Preliminary Plat of Tidewater Heights Subdivision, a Subdivision of West Branch, IA./Move to action.
 - j. Resolution 1149, approving the Final Plat of Tidewater Heights Subdivision, a Subdivision to West Branch, IA./Move to action.

Mayor: Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Jim Oaks, Brian Pierce, Tim Shields
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

City of West Branch

~ A Heritage for Success ~

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

CITY COUNCIL MEETING AGENDA
Monday, November 18, 2013 • 6:30 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- k. Resolution 1155, approving the submission of the City of West Branch 2012-2013 Annual Financial Report to the State Auditor's Office./Move to Action.
 - l. Resolution 1156, approving the submission of the City of West Branch FY 2013 Annual Urban Renewal Report./Move to Action.
 - m. Resolution 1157, obligating funds from the urban renewal tax revenue fund for the payment of annual appropriation tax increment financed obligations in fiscal year 2015./Move to action.
 - n. Resolution 1158, approving a snow removal agreement with the National Park Service./Move to action.
 - o. Resolution 1160, approving changes to Article VIII of the West Branch Volunteer Fire and Rescue Department Constitution and Bylaws./Move to action.
 - p. Resolution 1162, ordering construction of certain public improvements, approving preliminary plans, and fixing a date for hearing thereon and taking of bids therefor./Move to action.
- 8. City Staff Reports
 - a. Library Director Nick Shimmin – WBPL Annual Report
 - 9. Comments from Mayor and Council Members
 - 10. Adjournment

(The following is a synopsis of the minutes of the West Branch City Council meeting. The full text of the minutes is available for inspection at the City Clerk's office. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

**City Council
Work Session**

**November 4, 2013
6:00 p.m.**

Mayor Worrell opened the West Branch City Council work session by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, and Administrative Assistant Shanelle Peden. Council members: Jordan Ellyson, Colton Miller, Jim Oaks, Mary Beth Stevenson, and Dick Stoolman.

Maggie Burger, Certified Independent Public Finance Officer from Speer Financial, presented information regarding Tax Incremental Financing. Burger indicated that 831 out of 947 cities in the state of Iowa reported using TIF districts in their cities. Burger explained basic concepts of TIF including what constitutes an Urban Renewal Area and where TIF districts are located within those areas. Burger also explained the difference between base value and incremental value for TIF properties. Finally, Burger clarified the difference between a tax abatement, which is an overall reduction on the amount of taxes paid, and a tax rebate, which is based on the full value of property. Properties can be located in a TIF district, but not necessarily assessed as part of a TIF area.

Motion by Ellyson to adjourn the work session, seconded by Miller. AYES: Ellyson, Miller, Oaks, Stevenson, Stoolman. NAYS: None. Motion carried. Work session adjourned at 6:32 p.m.

Mark Worrell, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

(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

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

Mayor Worrell opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, and Administrative Assistant Shanelle Peden, Police Chief Mike Horihan, Police Sergeant John Hanna, Parks & Rec Director Melissa Russell, and City Engineer Dave Schechinger. Council members: Jordan Ellyson, Colton Miller, Jim Oaks, Mary Beth Stevenson, and Dick Stoolman.

APPROVE AGENDA/CONSENT AGENDA

- a. Approve minutes from the October 21, 2013 City Council Meeting.
- b. Approve claims.
- c. Approve payment to Ricklefs Excavating, Ltd. In the amount of \$238,696.87 for Partial Pay Estimate No. 4 for the Lift Station & Force Main Project.

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

Date 11-4-13	City Of West Branch	
Blue Cross Blue Shield	Insurance	9,776.19
Brandt, Dawn	Admin – Reimb For Training Exp.	37.49
Cedar County Treasurer	Park & Rec - Taxes Payment	1,365.00
Dearborn National Insurance	Life Insurance	56.95
EFTPS	Federal Withholdings	6,230.48
Illowa Investment	Streets- Final 280 & N Downey	4,219.65
Iowa Department Of Revenue	Payroll Expense October	898.91
IPERS	IPERS	7,951.32
Mediacom	Admin - Service	40.90
Payroll Expense	Payroll Expense 10-25-13	26,412.23
Shanelle M Peden	Admin - Reimb For Training Exp.	201.36
Treasurer State Of Iowa	State W/H Tax & IA Treasure Hunt	2,341.91
Vital Imagery	Library - Subscription	50.00
	Grand Total	59,582.39

001 General Fund	28,802.64
031 Library	6,088.02

110 Road Use Tax	65.32
112 Trust And Agency	11,231.65
600 Water Fund	7,261.54
610 Sewer Fund	6,133.22
Grand Total	59,582.39

PUBLIC HEARING/NON-CONSENT AGENDA

Maggie Burger, Certified Independent Public Finance Officer from Speer Financial, presented information regarding Tax Incremental Financing. Burger mentioned that approximately 80-90% of their business is with cities. Burger also noted that West Branch is conservative to its approach when using TIF funds.

Motion by Miller to approve the resignation of Al Rozinek from the Planning & Zoning Commission, seconded by Ellyson. AYES: Miller, Ellyson, Oaks, Stevenson, Stoolman. NAYS: None. Motion carried.

Motion by Stevenson to approve the resignation of Kandi Baylor from the Animal Control Commission, seconded by Miller. AYES: Stevenson, Miller, Ellyson, Oaks, Stoolman. NAYS: None. Motion carried.

Motion by Ellyson to approve the resignation of Lisa Harkey from the Preservation Commission, seconded by Miller. AYES: Ellyson, Miller, Oaks, Stevenson, Stoolman. NAYS: None. Motion carried.

Motion by Ellyson to approve the resignation of Jim Huber from the Zoning Board of Adjustment, seconded by Miller. AYES: Ellyson, Miller, Oaks, Stevenson. NAYS: Stoolman. Motion carried.

Councilperson Jordan Ellyson-Appointments/Reappointments

Motion by Ellyson to approve the appointments of Helen Dauber to the Planning & Zoning Commission and Jennie Embree to the Zoning Board of Adjustment, seconded by Miller. AYES: Ellyson, Miller, Oaks, Stevenson, Stoolman. NAYS: None. Motion carried.

Mayor Mark Worrell-Appointments/Reappointments

Motion by Miller to approve the appointments of Monica Tylee to the Animal Control Commission and Peggy Jeffries to the Preservation Commission, seconded by Ellyson. City Administrator Muckler noted that Jeffries' term expiration should read December 31, 2014. AYES: Miller, Ellyson, Oaks, Stevenson, Stoolman. NAYS: None. Motion carried.

Resolution 1146, approving staff negotiations with HBK Engineering for engineering services for the Strategic Plan for Park & Rec Capital Improvements: West Branch, IA Project

Motion by Stevenson to approve staff negotiations with HBK Engineering for engineering services for the *Strategic Plan for Park & Rec Capital Improvements: West Branch, IA Project*, seconded by Ellyson. AYES: Stevenson, Ellyson, Miller, Oaks, Stoolman. NAYS: None. Motion carried.

Resolution 1154, approving a dedication agreement and an option agreement in connection with the future consideration of Rummells Avenue

City Administrator Muckler noted the Planning & Zoning Commission recommended that the property owner dedicate ten feet in the right of way on both the Preliminary and Final Plats for Tidewater Heights. Dave Larsen, representative for Sacaba L.L.C., brought with him and presented to Council a dedication agreement on the property. Councilperson Stoolman asked if the agreement has been review by the Planning & Zoning Commission. City Administrator Muckler indicated that Jerry Felt, representative for Clean Energy, spoke to the Commission on October 15, 2013 and will be contacting the City to attend an upcoming Commission meeting. Councilperson Stevenson expressed concerned about potential runoff issues and wants to see a stormwater pollution plan in place for the area.

Motion by Stoolman to table Resolutions 1154, 1148, and 1149, seconded by Miller. AYES: Stoolman, Miller, Ellyson, Oaks, Stevenson. NAYS: none. Motion carried.

First Reading of Ordinance 717, amending Chapter 165 "ZONING REGULATIONS"

No motion was made, and the ordinance died for lack of a motion.

CITY STAFF REPORTS

There were no comments from the Mayor or Council members.

ADJOURNMENT

Motion by Stevenson to adjourn the meeting, seconded by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 8:11 p.m.

Mark Worrell, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AERO RENTAL INC	11/18/13	P&R- SUPPLIES SOUP SUPPER	GENERAL FUND	PARK & RECREATION	46.00_
				TOTAL:	46.00_
AGVANTAGE FS INC	11/18/13	STREETS - LP GAS	ROAD USE TAX	ROADS & STREETS	515.84
	11/18/13	STREETS - FUEL LP GAS	ROAD USE TAX	ROADS & STREETS	515.84_
				TOTAL:	1,031.68
ALLIANT ENERGY	11/05/13	VARIOUS DEPTS - UTILITIES	GENERAL FUND	POLICE OPERATION	206.91
	11/05/13	VARIOUS DEPTS - UTILITIES	GENERAL FUND	FIRE OPERATION	620.72
	11/05/13	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	2,079.44
	11/05/13	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	166.41
	11/05/13	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	221.20
	11/05/13	VARIOUS DEPTS - UTILITIES	GENERAL FUND	PARK & RECREATION	35.97
	11/05/13	PARK&REC-219 E GREEN ST LO	GENERAL FUND	PARK & RECREATION	12.58
	11/05/13	VARIOUS DEPTS - UTILITIES	GENERAL FUND	CLERK & TREASURER	367.87
	11/05/13	VARIOUS DEPTS - UTILITIES	GENERAL FUND	LOCAL CABLE ACCESS	100.00
	11/05/13	VARIOUS DEPTS - UTILITIES	CIVIC CENTER	TOWN HALL	499.28
	11/05/13	VARIOUS DEPTS - UTILITIES	LIBRARY	LIBRARY	571.46
	11/05/13	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	300.13
	11/05/13	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	1,491.25
	11/05/13	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	19.83
	11/05/13	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	839.82
	11/05/13	WATER - UTILITIES	WATER FUND	WATER OPERATING	89.68
	11/05/13	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	1,199.11
	11/05/13	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	226.29
	11/05/13	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	27.45
	11/08/13	SEWER-INSTALL LIFT STATION	SEWER FUND	SEWER OPERATING	84.06_
				TOTAL:	9,159.46
AMAZON	11/18/13	LIBRARY - SUPPLIES	GENERAL FUND	LOCAL CABLE ACCESS	1,872.48
	11/18/13	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	124.96
	11/18/13	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	16.38
	11/18/13	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	345.73
	11/18/13	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	437.60
				TOTAL:	2,797.15
AMSAN	11/18/13	TOWN HALL/LIBRARY - SUPPLI	CIVIC CENTER	TOWN HALL	38.52
	11/18/13	TOWN HALL/LIBRARY - SUPPLI	LIBRARY	LIBRARY	135.10
	11/18/13	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	59.80
	11/18/13	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	61.11_
				TOTAL:	294.53
BAKER & TAYLOR INC.	11/18/13	LIBRARY - BOOKS	LIBRARY	LIBRARY	740.35_
				TOTAL:	740.35
BARRON MOTOR SUPPLY	11/18/13	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	655.92_
				TOTAL:	655.92
BDC-BUILDING INSPECTION & PLAN REVIEW	11/18/13	ADMIN - BLDG INSPECTIONS	GENERAL FUND	CLERK & TREASURER	264.60_
				TOTAL:	264.60
BDI BEARING SERVICE	11/05/13	STREETS - DUCT FOR LEAF VA	ROAD USE TAX	ROADS & STREETS	678.00_
				TOTAL:	678.00
BEAN & BEAN	11/18/13	CEMETERY - GRAVE OPENING	GENERAL FUND	CEMETERY	500.00_
				TOTAL:	500.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BOUND TREE MEDICAL LLC	11/18/13	FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	239.04_
				TOTAL:	239.04_
BP AMOCO	11/18/13	FIRE/POLICE/STREETS - FUEL	GENERAL FUND	POLICE OPERATION	428.82
				FIRE OPERATION	93.90
				ROADS & STREETS	1,249.51_
				TOTAL:	1,772.23_
BROWN TRAFFIC PRODUCTS INC	11/18/13	STREETS -SOLAR FLASHING LI	GENERAL FUND	ROADS AND STREETS	7,635.00_
				TOTAL:	7,635.00_
CDW GOVERNMENT INC.	11/18/13	POLICE - SUPPLIES	GENERAL FUND	POLICE OPERATION	301.14_
				TOTAL:	301.14_
CHIEF SUPPLY CORPORATION	11/18/13	POLICE - LOCKOUT KIT	GENERAL FUND	POLICE OPERATION	121.87
				POLICE - ID TAGS	31.88_
				TOTAL:	153.75_
CHRIS JONES TRUCKING	11/18/13	STREETS - HAULED ROADSTONE	ROAD USE TAX	ROADS & STREETS	219.55_
				TOTAL:	219.55_
COMMUNITY STATE BANK	11/01/13	DEBT SERVICE -LAWSUIT LOAN GO	DEBT SERVICE	BONDING	11,352.66
				BONDING	7,040.36
				BONDING	7,892.66
				BONDING	471.91_
				TOTAL:	26,757.59_
CROELL REDI-MIX INC	11/18/13	STREETS - CONCRETE MAIN ST	ROAD USE TAX	ROADS & STREETS	2,560.50
				ROADS & STREETS	1,052.00
				ROADS & STREETS	2,331.00
				ROADS & STREETS	2,871.00
				ROADS & STREETS	4,623.00
				WATER OPERATING	856.00
				WATER OPERATING	792.00
				WATER OPERATING	428.00
				WATER OPERATING	740.00
				TOTAL:	16,253.50_
CROWN AWARDS	11/18/13	PARK&REC-HALLOWEEN SUPPLIE	GENERAL FUND	PARK & RECREATION	91.60_
				TOTAL:	91.60_
CULLIGAN WATER TECHNOLOGIES	11/01/13	FIRE - WATER COND RENTAL	GENERAL FUND	FIRE OPERATION	33.70_
				TOTAL:	33.70_
DAN'S OVERHEAD DOORS & MORE INC	11/18/13	FIRE - SERVICE DOOR	GENERAL FUND	FIRE OPERATION	318.19_
				TOTAL:	318.19_
DEWEYS JACK & JILL	11/18/13	LIB/P&R/STREETS - SUPPLIES	GENERAL FUND	PARK & RECREATION	40.46
				LIBRARY	43.46
				ROADS & STREETS	31.68_
				TOTAL:	115.60_
DOCUMENT DESTRUCTION	11/01/13	ADMIN - DOCUMENT DESTRUCTI	GENERAL FUND	CLERK & TREASURER	44.00_
				TOTAL:	44.00_
DOUBLE D EXCAVATING & GRADING	11/18/13	STREETS - CREEK CLEAN-UP	ROAD USE TAX	ROADS & STREETS	9,800.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	9,800.00
ED.M.FELD EQUIPMENT CO. INC	11/18/13	FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	868.20
	11/18/13	FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	510.00
	11/18/13	FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	1,382.00
				TOTAL:	2,760.20
EFTPS	11/08/13	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,331.57
	11/08/13	SOCIAL SECURITY WITHHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	877.90
	11/08/13	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	205.33
	11/08/13	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	325.18
	11/08/13	SOCIAL SECURITY WITHHHOLDI	LIBRARY	NON-DEPARTMENTAL	248.09
	11/08/13	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	58.02
	11/08/13	FEDERAL WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	3.83
	11/08/13	SOCIAL SECURITY WITHHHOLDI	ROAD USE TAX	NON-DEPARTMENTAL	2.99
	11/08/13	MEDICARE WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	0.70
	11/08/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	320.13
	11/08/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	74.87
	11/08/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	ROADS & STREETS	150.21
	11/08/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	35.13
	11/08/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LIBRARY	248.09
	11/08/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	58.02
	11/08/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	PARK & RECREATION	88.60
	11/08/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	20.72
	11/08/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CEMETERY	164.87
	11/08/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	38.56
	11/08/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	122.49
	11/08/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	28.64
	11/08/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LOCAL CABLE ACCESS	34.62
	11/08/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	8.10
	11/08/13	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	305.05
	11/08/13	SOCIAL SECURITY WITHHHOLDI	WATER FUND	NON-DEPARTMENTAL	185.27
	11/08/13	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	43.32
	11/08/13	SOCIAL SECURITY WITHHHOLDI	WATER FUND	WATER OPERATING	185.27
	11/08/13	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	43.33
	11/08/13	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	265.69
	11/08/13	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	NON-DEPARTMENTAL	165.80
	11/08/13	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	38.78
	11/08/13	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	SEWER OPERATING	165.77
	11/08/13	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	38.78
				TOTAL:	5,883.72
EMERGENCY SERVICES MARKETING CORP INC	11/18/13	FIRE - SUBSCRIPTION FEE	GENERAL FUND	FIRE OPERATION	725.00
				TOTAL:	725.00
ETS CORPORATION	11/04/13	WATER/SEWER - CREDIT CARD	WATER FUND	WATER OPERATING	4.12
	11/04/13	WATER/SEWER - CREDIT CARD	WATER FUND	WATER OPERATING	13.23
	11/04/13	WATER/SEWER - CREDIT CARD	SEWER FUND	SEWER OPERATING	4.13
	11/04/13	WATER/SEWER - CREDIT CARD	SEWER FUND	SEWER OPERATING	13.24
				TOTAL:	34.72
F&B COMMUNICATIONS INC	11/18/13	ADMIN-INTERNET NOV MONTHLY	GENERAL FUND	CLERK & TREASURER	29.95
	11/18/13	LIBRARY/CABLE - NOTEBOOK C	GENERAL FUND	LOCAL CABLE ACCESS	765.00
	11/18/13	LIBRARY/CABLE - NOTEBOOK C	LIBRARY	LIBRARY	1,530.00
				TOTAL:	2,324.95

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
GIERKE-ROBINSON COMPANY INC	11/18/13	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	182.05
	11/18/13	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	296.92
				TOTAL:	478.97
GREATAMERICA LEASING CORP	11/18/13	ADMIN - COPIER LEASE CONTR	GENERAL FUND	CLERK & TREASURER	252.06
				TOTAL:	252.06
HANNA, JOHN	11/05/13	POLICE - REIMB FOR SUPPLIE	GENERAL FUND	POLICE OPERATION	44.97
				TOTAL:	44.97
HAWKINS INC	11/18/13	WATER - AZONE 15	WATER FUND	WATER OPERATING	1,628.39
				TOTAL:	1,628.39
HORIHAN, MIKE	11/05/13	POLICE-REIMB FOR SUPPLIES	GENERAL FUND	POLICE OPERATION	34.98
				TOTAL:	34.98
ICMA	11/18/13	ADMIN - ICMA MEMBERSHIP FE	GENERAL FUND	CLERK & TREASURER	639.19
				TOTAL:	639.19
IOWA ASSN. MUN. UTILITIES	11/05/13	WATER - DNR TRAINING 11-18	WATER FUND	WATER OPERATING	75.00
				TOTAL:	75.00
IOWA LEAGUE OF CITIES	11/01/13	ADMIN - CONFERENCE TRAININ	GENERAL FUND	CLERK & TREASURER	90.00
				TOTAL:	90.00
IOWA ONE CALL	11/18/13	WATER/SEWER - SERVICE	WATER FUND	WATER OPERATING	30.15
	11/18/13	WATER/SEWER - SERVICE	SEWER FUND	SEWER OPERATING	30.15
				TOTAL:	60.30
IOWA STATE UNIVERSITY, TREASURER'S OFF	11/18/13	FIRE - TRAINING	GENERAL FUND	FIRE OPERATION	150.00
				TOTAL:	150.00
JOHN DEERE FINANCIAL	11/01/13	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	241.85
				TOTAL:	241.85
JOHNSON COUNTY REFUSE INC.	11/01/13	RECYCLING - OCTOBER 2013	GENERAL FUND	SOLID WASTE	3,695.50
	11/01/13	SOLID WASTE - GARBAGE STIC	GENERAL FUND	SOLID WASTE	625.00
				TOTAL:	4,320.50
KEVIN D OLSON	11/18/13	LEGAL SERVICES FOR NOV. 20	GENERAL FUND	LEGAL SERVICES	1,500.00
				TOTAL:	1,500.00
KID AGAIN INFLATABLE FUN SHOWS	11/01/13	C&C-HOOVERS HT DAY '14 DEP	GENERAL FUND	COMM & CULTURAL DEVEL	5,000.00
				TOTAL:	5,000.00
KNOCHE, REBECCA	11/18/13	LIBRARY-REIMB FOR PKG AT C	LIBRARY	LIBRARY	11.25
				TOTAL:	11.25
LIBERTY COMMUNICATIONS	11/01/13	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	POLICE OPERATION	141.53
	11/01/13	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	FIRE OPERATION	119.28
	11/01/13	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	FIRE OPERATION	37.85
	11/01/13	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	PARK & RECREATION	126.71
	11/01/13	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	CLERK & TREASURER	253.71
	11/01/13	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	LOCAL CABLE ACCESS	57.25
	11/01/13	VARIOUS DEPTS - PHONE SERV	CIVIC CENTER	TOWN HALL	36.75
	11/01/13	VARIOUS DEPTS - PHONE SERV	LIBRARY	LIBRARY	174.64

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	11/01/13	VARIOUS DEPTS - PHONE SERV	ROAD USE TAX	ROADS & STREETS	42.67
	11/01/13	VARIOUS DEPTS - PHONE SERV	WATER FUND	WATER OPERATING	42.67
	11/01/13	VARIOUS DEPTS - PHONE SERV	SEWER FUND	SEWER OPERATING	42.66
				TOTAL:	1,075.72
LINN COUNTY R.E.C.	11/05/13	STREETS - UTILITIES	GENERAL FUND	STREET LIGHTING	120.00
				TOTAL:	120.00
LYNCH BROS PAINTING-CARPENTRY	11/18/13	LIBRARY - PAINTING OF LIBR	LIBRARY	LIBRARY	1,850.00
				TOTAL:	1,850.00
LYNCH'S EXCAVATING INC	11/18/13	WATER-POPLAR ST WATER MAIN	WATER FUND	WATER OPERATING	14,824.00
	11/18/13	WATER-REP TO CITY OFFICE S	WATER FUND	WATER OPERATING	959.80
	11/18/13	WATER - SUPPLIES POPLAR ST	WATER FUND	WATER OPERATING	966.50
	11/18/13	WATER - REPLACE HYDRANT PA	WATER FUND	WATER OPERATING	1,447.15
				TOTAL:	18,197.45
MAGNUSON HOTEL DES MOINES AIRPORT	11/01/13	ADMIN -HOTEL FOR TRAINING	GENERAL FUND	CLERK & TREASURER	330.00
				TOTAL:	330.00
MATT PARROTT/STOREY KENWORTHY	11/18/13	MATT PARROTT/STOREY KENWOR	GENERAL FUND	CLERK & TREASURER	106.79
				TOTAL:	106.79
MENARDS	11/18/13	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	45.59
	11/18/13	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	144.02
				TOTAL:	189.61
MIDWEST JANITORIAL SERVICE INC	11/18/13	LIB/TH/ADMIN/POLICE - CLEA	GENERAL FUND	POLICE OPERATION	43.98
	11/18/13	LIB/TH/ADMIN/POLICE - CLEA	GENERAL FUND	CLERK & TREASURER	79.17
	11/18/13	LIB/TH/ADMIN/POLICE - CLEA	CIVIC CENTER	TOWN HALL	224.32
	11/18/13	LIB/TH/ADMIN/POLICE - CLEA	LIBRARY	LIBRARY	299.09
				TOTAL:	646.56
MISCELLANEOUS V LINDA MCCANN SHARI FRIIS	11/18/13	LINDA MCCANN:LOST CEDAR CT	LIBRARY	LIBRARY	20.00
	11/05/13	SHARI FRIIS:EXERCISE CLASS	GENERAL FUND	PARK & RECREATION	35.00
				TOTAL:	55.00
MUNICIPAL PIPE TOOL CO. LLC	11/18/13	SEWER-TELEVISION&JET CLEAN	SEWER FUND	SEWER OPERATING	8,893.87
				TOTAL:	8,893.87
MUNICIPAL SUPPLY INC.	11/18/13	WATER - WIRE CONNECTOR	WATER FUND	WATER OPERATING	14.00
				TOTAL:	14.00
OASIS ELECTRIC LLC	11/18/13	STREETS - REPAIR PVC PIPE	SEWER FUND	SEWER OPERATING	126.00
				TOTAL:	126.00
OVERDRIVE INC	11/18/13	LIBRARY - EBOOK	LIBRARY	LIBRARY	11.99
	11/18/13	LIBRARY - EBOOKS	LIBRARY	LIBRARY	65.89
	11/18/13	LIBRARY - EBOOKS	LIBRARY	LIBRARY	41.97
				TOTAL:	119.85
PHYSIO-CONTROL INC	11/18/13	FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	267.81
				TOTAL:	267.81
PITNEY BOWES PURCHASE POWER	11/18/13	ADMIN/WATER/SEWER - POSTAG	GENERAL FUND	CLERK & TREASURER	166.66
	11/18/13	LIBRARY - POSTAGE	LIBRARY	LIBRARY	500.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	11/18/13	ADMIN/WATER/SEWER - POSTAG	WATER FUND	WATER OPERATING	166.67
	11/18/13	ADMIN/WATER/SEWER - POSTAG	SEWER FUND	SEWER OPERATING	166.67
				TOTAL:	1,000.00
PLATO ELECTRIC LLC	11/18/13	FIRE - SERVICE	GENERAL FUND	FIRE OPERATION	452.75
				TOTAL:	452.75
PLUNKETT'S PEST CONTROL INC	11/18/13	ADMIN - SERVICE	GENERAL FUND	CLERK & TREASURER	45.76
	11/18/13	TOWN HALL - SERVICE	CIVIC CENTER	TOWN HALL	45.76
				TOTAL:	91.52
PORT 'O' JONNY INC.	11/18/13	PARK & REC - LIONS FIELD S	GENERAL FUND	PARK & RECREATION	83.00
	11/18/13	CEMETERY - SERVICE	GENERAL FUND	CEMETERY	83.00
				TOTAL:	166.00
PYRAMID SERVICES INC.	11/18/13	CEMETERY - CABLE	GENERAL FUND	CEMETERY	35.13
				TOTAL:	35.13
QC ANALYTICAL SERVICES LLC	11/18/13	SEWER - TESTING	SEWER FUND	SEWER OPERATING	730.00
				TOTAL:	730.00
QUALITY ENGRAVED SIGNS	11/18/13	LIBRARY - NOTARY STAMP	LIBRARY	LIBRARY	18.97
				TOTAL:	18.97
QUILL CORP	11/18/13	ADMIN - OFFICE SUPPLIES	GENERAL FUND	CLERK & TREASURER	49.59
	11/18/13	CABLE - SUPPLIES	GENERAL FUND	LOCAL CABLE ACCESS	55.98
				TOTAL:	105.57
QUINN EQUIPMENT INC	11/18/13	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	55.00
				TOTAL:	55.00
RICKLEFS EXCAVATING LTD	11/18/13	WASTEWATER - LIFT STATION	WASTEWATER LIFT ST	INVALID DEPARTMENT	238,696.87
				TOTAL:	238,696.87
RIVER PRODUCTS COMPANY INC	11/18/13	STREETS - ROADSTONE	ROAD USE TAX	ROADS & STREETS	159.04
				TOTAL:	159.04
ROBERT'S TOWING & RECOVERY	11/18/13	STREETS - TOWING VEHICLES	GENERAL FUND	ROADS AND STREETS	1,890.00
				TOTAL:	1,890.00
ROGER LAUGHLIN	11/18/13	TOWN HALL-PAINTING OF EXTE	CIVIC CENTER	TOWN HALL	11,900.00
				TOTAL:	11,900.00
RUSSELL, MELISSA	11/01/13	P&R - REIMB FOR SOUP SUPPL	GENERAL FUND	PARK & RECREATION	67.57
	11/05/13	PARK&REC - REIMB FOR SUPPL	GENERAL FUND	PARK & RECREATION	52.86
				TOTAL:	120.43
SENSUS USA	11/18/13	WATER-SOFTWARE SUPPORT	WATER FUND	WATER OPERATING	1,732.50
				TOTAL:	1,732.50
SHANELLE M PEDEN	11/01/13	ADMIN- REIMB MILEAGE TO TR	GENERAL FUND	CLERK & TREASURER	121.93
				TOTAL:	121.93
SHIMMIN, NICK	11/18/13	LIBRARY - REIMB FOR SUPPLI	LIBRARY	LIBRARY	20.13
	11/18/13	LIBRARY - REIMB FOR SUPPLI	LIBRARY	LIBRARY	8.44
	11/18/13	LIBRARY -REIMB FOR PKG AT	LIBRARY	LIBRARY	6.75

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	35.32
SLAGER APPLIANCE INC	11/18/13	FIRE - RANGE	GENERAL FUND	FIRE OPERATION	545.26_
				TOTAL:	545.26
SPEER FINANCIAL INC	11/18/13	ADMIN - TIF REPORT	GENERAL FUND	CLERK & TREASURER	400.00_
				TOTAL:	400.00
SPRINGDALE AGENCY	11/01/13	TORT LIAB - INSURANCE	TORT LIABILITY	POLICE OPERATIONS	421.00
	11/01/13	TORT LIAB - INSURANCE	TORT LIABILITY	ROADS & STREETS	565.00_
				TOTAL:	986.00
SPRINT	11/18/13	POLICE - SERVICE	GENERAL FUND	POLICE OPERATION	179.97_
				TOTAL:	179.97
ST. PAUL STAMP WORKS INC.	11/18/13	ANIMAL CONTROL- PET TAGS 2	GENERAL FUND	ANIMAL CONTROL	152.86_
				TOTAL:	152.86
STEVENS EROSION CONTROL INC	11/18/13	STREETS - STRAW MATTING	ROAD USE TAX	ROADS & STREETS	470.00_
				TOTAL:	470.00
THE LIBRARY STORE INC	11/18/13	LIBRARY - CD-DVD BINDER	LIBRARY	LIBRARY	112.03_
				TOTAL:	112.03
TOYNES IA. FIRE TRK.SERV	11/18/13	FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	130.12
	11/18/13	FIRE - HOSE	GENERAL FUND	FIRE OPERATION	989.23_
				TOTAL:	1,119.35
TREASURER STATE OF IOWA	11/07/13	IOWA SALES TAX PMT OCT 201	WATER FUND	WATER OPERATING	2,422.71
	11/07/13	IOWA SALES TAX PMT OCT 201	SEWER FUND	WATER OPERATING	403.97_
				TOTAL:	2,826.68
TRUGREEN PROCESSING CENTER	11/01/13	PARK & REC - AERATION/SEED	GENERAL FUND	PARK & RECREATION	804.64
	11/18/13	PARK&REC-SRV AT 201 PEDERS	GENERAL FUND	PARK & RECREATION	145.00_
				TOTAL:	949.64
UNIFORM DEN INC.	11/18/13	POLICE - SUPPLIES	GENERAL FUND	POLICE OPERATION	142.03_
				TOTAL:	142.03
UNIVERSITY OF IOWA: STATE HYGIENIC LAB	11/18/13	WATER - TESTING	WATER FUND	WATER OPERATING	180.00_
				TOTAL:	180.00
UPS	11/01/13	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	24.34
	11/18/13	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	24.34
	11/18/13	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	24.44_
				TOTAL:	73.12
US BANK EQUIPMENT FINANCE	11/18/13	LIBRARY - COPIER LEASE	LIBRARY	LIBRARY	70.42_
				TOTAL:	70.42
US CELLULAR	11/01/13	POLICE - PHONE SERVICE	GENERAL FUND	POLICE OPERATION	210.56
	11/01/13	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	PARK & RECREATION	65.40
	11/01/13	VARIOUS DEPTS - PHONE SERV	ROAD USE TAX	ROADS & STREETS	87.32
	11/01/13	VARIOUS DEPTS - PHONE SERV	WATER FUND	WATER OPERATING	87.32
	11/01/13	VARIOUS DEPTS - PHONE SERV	SEWER FUND	SEWER OPERATING	87.32_
				TOTAL:	537.92

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
USA BLUE BOOK	11/18/13	WATER - SUPPLIES	WATER FUND	WATER OPERATING	135.08
	11/18/13	SEWER - SUPPLIES	SEWER FUND	SEWER OPERATING	269.10
	11/18/13	SEWER - SUPPLIES	SEWER FUND	SEWER OPERATING	750.49
				TOTAL:	1,154.67
VEENSTRA & KIMM INC.	11/18/13	ENG MAIN ST SIDEWALK 2013	GENERAL FUND	ROADS AND STREETS	114.00
	11/18/13	ENG FOR BERANEK ST PRELIM	GENERAL FUND	PARK & RECREATION	4,794.35
	11/18/13	ENG FOR URBAN REN BOUNDARY	GENERAL FUND	LEGAL SERVICES	604.55
	11/18/13	ENG FOR ZONING MAP UPDATES	GENERAL FUND	LEGAL SERVICES	1,074.70
	11/18/13	P&Z - ENG FOR CASEYS TURN	GENERAL FUND	COMMISSION	1,618.00
	11/18/13	STREETS - ENG 280TH & DOWN	ROAD USE TAX	ROADS & STREETS	119.40
	11/18/13	WATER/SEWER - UTILITY MAPP	WATER FUND	WATER OPERATING	592.32
	11/18/13	ENG SAN SYS REHAB 1-DES SR	SEWER FUND	SEWER OPERATING	465.00
	11/18/13	WATER/SEWER - UTILITY MAPP	SEWER FUND	SEWER OPERATING	592.33
	11/18/13	ENG SAN SEWER STUDY 2 & 3	SEWER FUND	SEWER OPERATING	2,000.00
				TOTAL:	11,974.65
WAGWORKS	10/31/13	HCFA2013 -MUCKLER/RUSSELL	BC/BS FLEXIBLE BEN	INVALID DEPARTMENT	190.00
	10/31/13	HCFA2013 -MUCKLER/RUSSELL	BC/BS FLEXIBLE BEN	INVALID DEPARTMENT	51.98
	11/05/13	FLEX - HCFA2013 RUSSELL	BC/BS FLEXIBLE BEN	INVALID DEPARTMENT	20.00
				TOTAL:	261.98
WALMART COMMUNITY/GEMB	11/18/13	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	196.56
	11/18/13	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	28.48
	11/18/13	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	102.19
				TOTAL:	327.23
WEST BRANCH ANIMAL CLINIC	11/18/13	ANIMAL CONTROL - STRAY DOG	GENERAL FUND	ANIMAL CONTROL	72.00
	11/18/13	ANIMAL CONTROL - STRAY CAT	GENERAL FUND	ANIMAL CONTROL	488.00
				TOTAL:	560.00
WEST BRANCH COMMUNITY SCHOOLS	11/18/13	PARK&REC - VBALL USE OF GY	GENERAL FUND	PARK & RECREATION	185.00
	11/18/13	PARK&REC- VBALL USE OF NEW	GENERAL FUND	PARK & RECREATION	100.00
	11/18/13	PARK&REC -VBALL USE OF NEW	GENERAL FUND	PARK & RECREATION	80.00
	11/18/13	PARK&REC- VBALL USE OF NEW	GENERAL FUND	PARK & RECREATION	60.00
				TOTAL:	425.00
WEST BRANCH REPAIRS	11/18/13	FIRE - SERVICE	GENERAL FUND	FIRE OPERATION	252.75
				TOTAL:	252.75
WEX BANK	11/08/13	POLICE - FUEL	GENERAL FUND	POLICE OPERATION	461.99
				TOTAL:	461.99
WHITE CAP CONSTRUCTION SUPPLY	11/18/13	STREETS - REBAR	ROAD USE TAX	ROADS & STREETS	934.18
				TOTAL:	934.18
**PAYROLL EXPENSES	11/01/2013 - 11/15/2013		GENERAL FUND	POLICE OPERATION	5,625.83
			GENERAL FUND	ROADS AND STREETS	2,782.17
			GENERAL FUND	PARK & RECREATION	1,548.46
			GENERAL FUND	CEMETERY	2,855.24

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
**PAYROLL EXPENSES			GENERAL FUND	MAYOR AND COUNCIL	200.00
			GENERAL FUND	CLERK & TREASURER	2,065.38
			GENERAL FUND	LOCAL CABLE ACCESS	571.23
			LIBRARY	LIBRARY	4,001.49
			ROAD USE TAX	ROADS & STREETS	48.30
			WATER FUND	WATER OPERATING	3,343.85
			SEWER FUND	SEWER OPERATING	2,978.24
				TOTAL:	26,020.19

```

===== FUND TOTALS =====
001 GENERAL FUND                68,742.46
022 CIVIC CENTER                12,744.63
031 LIBRARY                    12,176.42
036 TORT LIABILITY              986.00
110 ROAD USE TAX               29,998.81
112 TRUST AND AGENCY           1,393.05
226 GO DEBT SERVICE            26,757.59
600 WATER FUND                 34,984.41
610 SEWER FUND                 19,838.02
614 WASTEWATER LIFT STATION    238,696.87
950 BC/BS FLEXIBLE BENEFIT     261.98
-----
GRAND TOTAL:                   446,580.24
-----

```

TOTAL PAGES: 9

RESOLUTION NO. 1159

A RESOLUTION APPROVING A CONSULTANT AGREEMENT WITH
TERRY GOERDT FOR CONSULTING SERVICES

WHEREAS, the City is interested in contracting with Terry Goerd for building inspection services; and

WHEREAS, the City has knowledge of Terry Goerd's previous experience examining building plans and performing building inspections; and

WHEREAS, the City has a desire to enter into an agreement to engage Terry Goerd as an independent contractor to perform inspection services on an "as-needed" basis; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a consultant agreement with Terry Goerd for consulting services.

Passed and approved this 18th day of November, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa (hereafter “City”) and Terry J. Goerdt (hereafter :Goerdt”).

WHEREAS, Goerdt has previous experience with the City of Iowa City examining building plans and conducting inspections (the “Services”); and

WHEREAS, the City desires to engage the services of Goerdt to provide said Services; and

WHEREAS, the parties desire to enter into an agreement to engage Goerdt as an independent contractor to perform the Services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Independent Contractor. Goerdt expressly agrees that this Agreement does not create any rights as an employee of City, and that City is engaging Goerdt as an independent contractor to provide the Services to the City on an “as-needed” basis.
2. Compensation for Services. The City shall compensate Goerdt for the Services as follows:
 - a. The City shall pay Goerdt the sum of \$35 per hour for providing Plan review services.
 - b. The City shall pay Goerdt the sum of \$35 per hour for providing inspection services, said sum to include all applicable mileage.
 - c. The City will pay a minimum one-hour charge each time Goerdt provides the Services for the City.

The City shall pay Goerdt after the second regularly scheduled City Council meeting upon submission of an invoice for the Services to the City Clerk.

3. Use of City building and equipment. Goerdt, upon request of the City Administrator, shall be allowed to access City Hall and the City equipment during regularly scheduled business hours.
4. Insurance. The City shall provide liability insurance to Goerdt under the City’s policy.

5. Time of Completion. Goerdt shall complete all plan reviews within 5 business days and complete inspections within 2 business days after the request by the City Administrator.
6. Termination. Goerdt or the City may terminate this Agreement by providing 30 days written notice to the other party.
7. Indemnification. That in consideration of the mutual covenants of the parties and for value received, Goerdt and agrees to indemnify and save harmless, City and its officers, employees, agents, and their successors, assigns and personal representatives from any claim, action, liability, loss, damage, or suit arising from the Services provided herein.
8. Form 1099. As required by law, the City will issue Goerdt a Form 1099 showing the amount paid to Goerdt as an independent contractor during each calendar year this Agreement is in place.

Dated this _____ day of _____, 2013.

Terry J. Goerdt

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1161

A RESOLUTION APPROVING THE CONSTRUCTION OF MEMORIAL GARDEN IN THE WEST BRANCH CEMETERY

WHEREAS, the City is interested in making the West Branch Municipal Cemetery a quiet, beautiful place for the deceased where a sense of repose will be obtained by dignified landscape effects on a well maintained lawn; and

WHEREAS, Robyn Hunter and the members of the Hunter Family have approached the City Council with a proposal to create the Memorial Garden in the southeast section of the West Branch Municipal Cemetery adjacent to the Honor Circle; and

WHEREAS, plans for the Memorial Garden have been prepared by Iowa City Landscaping and Garden Center and reviewed by the City Council and the West Branch Chauncey Butler American Legion Post 514; and

WHEREAS, Phase One of the project includes concrete work and landscaping, estimated at \$32,000; and

WHEREAS, Phase Two will include the construction of a gazebo and Phase Three includes landscaping at the entrance of the Memorial Garden; and

WHEREAS, Robyn Hunter will be leading a community-wide fundraising effort which will fund the entire cost of the Memorial Garden; and

WHEREAS, completion of the Memorial Garden will enhance the West Branch Cemetery and provide opportunities for families to place memorials for their loved ones.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves the construction of Phase One of the Memorial Garden in the West Branch Cemetery after \$32,000 in donations for Memorial Gardens has been receipted into the City of West Branch General Fund and future phases as funding becomes available.

Passed and approved this 18th day of November, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Memorial Garden Resolution:

Upon City Council's approval of the project.....

Final Assignment of:

Gazebo Contractor

Electrician

Monument Dealer

Note: Concert contractor and Landscaper are already in place.

Fundraising:

Article in paper for support and fundraising of project.

City office prepared for donations.

Construction:

Phase One:

The plan is, when the \$32,000 is raised we will lay concrete and put in all landscaping.

I hope to be able to begin this phase by March 2014

Phase Two:

An additional \$10,000 (approximate) will complete the Gazebo portion of the project.

Placement of family memorials may begin at this time.

GOAL: is to have phase one and two completed by Memorial Day 2014.

Phase Three:

After the City has widened the circle drive, we will complete the entrance of the Memorial Garden.

Entrance estimate \$1500

Completed Garden Estimate: \$43,500.00

Changes made to the Memorial Garden plans after meeting with American Legion

Date: 10/08/2013

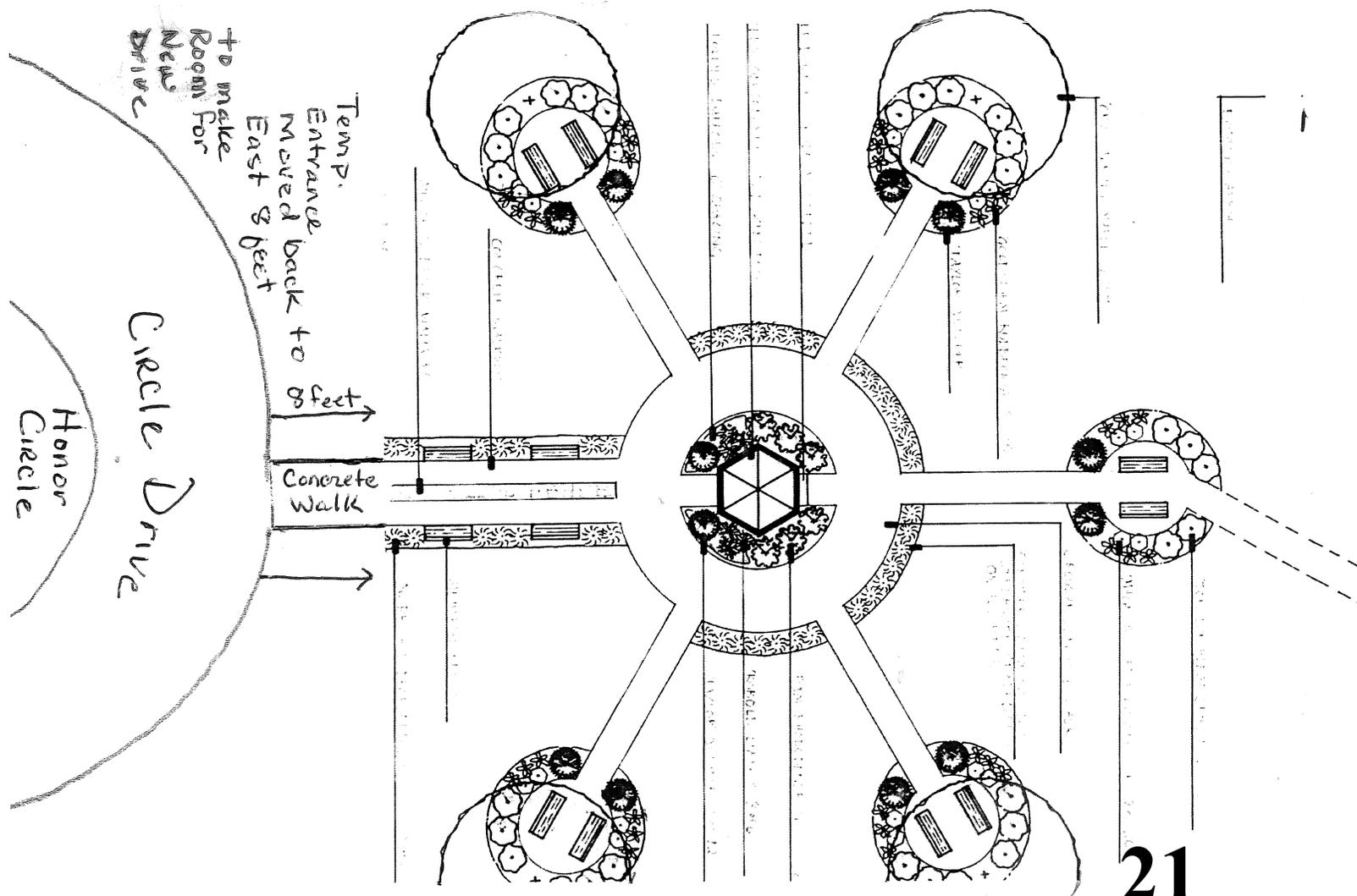
The changes are minimal..... In meeting with the legion, we agreed to move the Memorial Garden entrance to the East, 8 feet, to make room for future plans the Legion has to widen the circle drive around the Honor Circle. This will shorten the main Memorial Walk way from the original 42 feet to about 32-34 feet. This doesn't change the final design at all to the garden.

However...we will delay in building the entrance of the garden until the circle drive is completed.

We will connect the existing circle drive with a solid 8 foot wide concrete walk that will meet up with the designed 8 foot wide Memorial Walk.

After the circle drive is completed we will complete the entrance to the garden by adding the additional landscaping and the limestone pillars.

See temp. design below of entrance until circle drive is complete.



RESOLUTION NO. 1164

A RESOLUTION APPROVING A CONSULTANT AGREEMENT WITH HBK ENGINEERING IN THE AMOUNT OF \$24,980 FOR COMPREHENSIVE PARK PLANNING SERVICES.

WHEREAS, the City of West Branch has recently obtained three city parks (Wapsi Creek Park, the West Branch Dog Park, and an approximate 18-acre parcel off the northerly extension of Scott Drive) and enlarged a fourth city park (Lions Field); and

WHEREAS, the City Council is expecting to acquire another park in the Meadows Subdivision and has recognized the need for comprehensive park planning; and

WHEREAS, the City Council of the City of West Branch discussed the RFQ process for the Strategic Plan for Park & Rec Capital Improvements their August 5th and August 19th City Council Meetings; and

WHEREAS, the City Council adopted the park planning process as a priority goal at their September 3, 2013 Goal Setting Session; and

WHEREAS, the Park & Rec Commission interviewed three potential providers of planning services on October 10, 2013 and further discussed the park planning process and potential providers at their October 17, 2013 Commission Meeting; and

WHEREAS, the Park & Rec Commission has provided the City Council with feedback on potential partners based on the review of requests for proposals and interviews; and

WHEREAS, the Park & Rec Commission recommended HBK Engineering to the City Council at their November 4, 2013 Council Meeting; and

WHEREAS, the City Council adopted Resolution 1146 at their November 4, 2013 Council Meeting, approving staff negotiations with HBK Engineering for engineering services for the *Strategic Plan for Park & Rec Capital Improvements : West Branch, IA Project*; and

WHEREAS, city staff and HBK Engineering have in good faith negotiated the terms of a consultant agreement; and

WHEREAS, the consultant agreement includes a scope of services, a time of completion, general terms, and compensation for services; and

WHEREAS, it is now necessary for the City Council to approve said consultant agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves an agreement with HBK Engineering for comprehensive park planning services in the amount of \$24,980.

Passed and approved this 18th day of November, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

CONSULTANT AGREEMENT



THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the City of West Branch, a municipal corporation, hereinafter referred to as the “City”, and HBK Engineering, LLC of Iowa City, Iowa, hereinafter referred to as the “Consultant.”

Whereas, the City is seeking engineering design and management services for a Strategic Plan for Park and Rec Capital Improvements Project (“Project”).

Whereas, the Project consists of improvements for six (6) City-owned parks: Beranek, Wapsi Creek, Lions Field, Pedersen Valley Recreational Complex, Meadows Park and West Branch Dog Park – all located in West Branch, Iowa.

NOW THEREFORE, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

I. SCOPE OF SERVICES

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

PHASE I – Comprehensive Plan

1. Review records, reports, previous studies, and historical data for all parks as researched and as provided by the City.
2. Meet with City staff to discuss and define project details at Kick Off on December 2, 2013.
3. Meet with Parks & Rec steering committee (to be developed).
4. Meet with citizens and local groups to further define and determine goals at public Kick Off.
5. Assist with development of public surveys.
6. Analyze public survey results and discuss with City staff and steering committee.
7. Report to council on survey results.
8. Develop summary sheet of all future phases for all six (6) parks.
9. Develop design charrette.
10. Hold design charrette public meeting.

PHASE I – Site Plan Development

1. Obtain topographic and existing infrastructure survey data as needed.
2. Development of six (6) site plans for improvements in all parks. Site plans to include evaluation of pipeline compliance, floodplain compliance, water and sewer hookups, parking, trails, and ball field complex at Pedersen Valley site.
3. Analysis, evaluation, and conceptual design of sustainable and low-impact design elements.
4. Analysis and evaluation of improvements for creek maintenance at all applicable park sites.
5. Attend meetings with City staff for review comments and revise documents as needed.

6. Develop cost estimates for all six (6) parks.
7. Prepare and submit final report.

II. TIME OF COMPLETION

The Consultant shall complete the Phase I items, as described above, with the intent of a final report to be delivered to West Branch City Council by June 20, 2014. It is intended that final design for Phase I will take place following November 2014 local option sales tax voting, and is not included in this contract. Construction for Phase I is anticipated to take place in 2015 with opening in 2016.

III. GENERAL TERMS

The City agrees to furnish to the Consultant full information as to the City's requirements including any special or extraordinary considerations for the Project or special services needed.

The City agrees to make available all pertinent existing data, including but not limited to previously completed plans and reports, photography, survey data, mapping, utility information, and existing grant paperwork.

Any additional services authorized by the City will be charged as extra work. This extra work will be based on the Consultant's standard hourly rates as attached. All additional required work will be defined in writing with an additional Task Authorization, mutually drafted and agreed upon by the City and Consultant prior to undertaking any such work.

IV. COMPENSATION FOR SERVICES

The Consultant shall be compensated for the *PHASE I* scope of services based on hourly rates as shown in Exhibit A, "HBK Engineering Standard Hourly Rates", not to exceed **Twenty Four Thousand Nine Hundred Eighty dollars and no cents (\$24,980.00)** without prior written approval by City of West Branch City Council and/or properly authorized City Staff. Such fee is described below in detail:

Phase I – Comprehensive

- | | |
|---|-------------|
| 1. Data Evaluation/Project Coordination | \$2,010.00 |
| 2. Public Survey | \$4,240.00 |
| 3. Design Charrette | \$10,020.00 |

Phase II – Site Plans

- | | |
|---|------------|
| 1. Data Evaluation/Project Coordination | \$1,440.00 |
| 2. Design | \$4,610.00 |
| 3. Cost Estimates/Funding | \$1,160.00 |
| 4. Final Report | \$1,500.00 |

Compensation for Additional Optional Services to be negotiated prior to the undertaking of said-work by means of Task Authorization or additional Contract.

Payment shall be made as per the General Terms and Conditions on a monthly basis unless otherwise indicated in this AGREEMENT.

V. MISCELLANEOUS

This AGREEMENT may be amended only by written instrument signed by both the City and the Consultant.

It is further agreed that there are no other considerations or monies contingent upon or resulting from the execution of this AGREEMENT, that it is the entire AGREEMENT, and that no other monies or considerations have been solicited.

FOR THE CITY

FOR THE CONSULTANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

HBK Engineering, LLC

IOWA CITY OFFICE

PROFESSIONAL RATES		
Senior Licensed Professional Engineer	Hourly	\$125.00
Senior Project Manager	Hourly	\$110.00
Licensed Professional Engineer	Hourly	\$100.00
Project Manager	Hourly	\$95.00
Licensed Engineering Intern (EIT)	Hourly	\$75.00
Senior Project Designer	Hourly	\$80.00
Licensed Professional Surveyor	Hourly	\$75.00-100.00
Project Designer	Hourly	\$70.00
Survey Crew Member	Hourly	\$70.00
Senior Construction Inspector	Hourly	\$90.00
Construction Inspector	Hourly	\$70.00
Project Coordinator	Hourly	\$60.00
Administrative	Hourly	\$50.00
SWPPP SERVICES		
SWPPP Design (Base Price)	Each	\$1,000.00
Certified SWPPP inspections/reports (\$50 minimum/inspection)	Hourly	\$50.00
SWPPP box/sign installation	Each	\$100.00
OTHER SERVICES		
Percolation Testing	Each	\$100.00
Soil Survey	Each	\$500.00
Soil Sampling & Testing (pH, lime, P, K, Organic)	Each	\$50.00
Water Sampling	Each	\$50.00
Residential Drainage & Stormwater Audit	Each	\$500.00



AN INFRASITE COMPANY

610 Eastbury Dr. - Suite 1, Iowa City, IA 52245
Tel: (319)338-7557 • Fax: (319)358-2937

Part III: GENERAL TERMS AND CONDITIONS

A. PARTIES AND DEFINITIONS: “Agreement” as used here shall mean the attached Professional Services Agreement (PSA) together with, if any, associated Task Authorizations (TA), Exhibits, attachments and addenda. “Prime Agreement” as used here shall mean any senior agreement to which this Agreement may be subordinate. For purposes of this Part III, General Terms and Conditions, HBK Engineering, LLC shall be called “Engineer” and “Client” shall be the party or parties hiring Engineer hereunder to perform the engineering consulting services (the “Work”) described in the Agreement (Engineer or Client, “party” and together “parties”). Section headings used in this Agreement are descriptive only and used for the convenience of the parties, in identification of the several provisions and shall not constitute a part the Agreement nor be considered interpretative thereof.

B. INSURANCE: Engineer is protected by Workers’ Compensation insurance, Commercial General Liability insurance, Automobile Liability insurance and Professional Liability insurance coverage, and will furnish certificates of insurance upon Client’s request. Where requested and where able, the policies shall name Client and Owner additional insured. If Client requires higher, project-specific limits or special insurance coverage beyond Engineer’s standard coverage, Client agrees to pay an additional fee based on any additional premium cost.

C. PERMITS: Where and as specific permitting (“Permits”) is included as part of the Work, or otherwise provided for by terms of this Agreement, Engineer shall assist in obtaining such Permits and/or will furnish to Client required documents and design data reasonably necessary for such Permitting. Engineer will furnish to Client such documents and design data as may be reasonably required and where applicable shall assist in obtaining permits. Client will furnish all design input required by Engineer for completion of Engineer’s Work and to obtain other approvals, permits and/or consents (together, “Permissions”) as may be necessary for completion of Engineer’s Work on Client’s subject project. In any case, ***Engineer shall not be responsible for the favorable or timely receipt of Permits or Permissions where delay may be due to reasons beyond Engineer’s authority or commercially reasonable control.*** It is mutually understood: (i) that Client will pay

the cost of all Permits and Permissions, including, without limitation, review fees, bonding, insurance premiums, title company charges, blueprints and reproductions, if any, associated with the Work, and (ii) that such fees are *not included* in Engineer’s fees for professional services unless (iii) such fees, in writing, are specifically enumerated and Engineer’s payment is specifically provided for by the terms of this Agreement.

D. STANDARD OF CARE Engineer’s services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances. Upon written notice to the Engineer, within one (1) year following such time the services were rendered, and by mutual agreement between the parties, Engineer will correct those services within the original scope of services not meeting such a standard, without additional compensation. No warranty, express or implied, is included or intended by this Agreement.

E. INFORMATION PROVIDED BY OTHERS: Client shall assist Engineer by placing at his disposal all documents, drawings, reports or other existing information available to Client and Client’s consultants and subcontractors that will assist Engineer in the performance of the basic services being provided by Engineer, and Engineer shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Engineer to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney’s fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by Client or obtained from others, upon which Engineer shall rely while providing the scope of services contained in this Agreement. ELECTRONIC MEDIA: Engineer agrees, upon request, to provide materials to Client stored electronically. At Engineer’s option, unless specifically agreed to the contrary, such materials will be provided in PDF format. Client recognizes that data, plans, specifications, reports, documents, or other information

recorded on or transmitted as electronic media are subject to alteration, either intentional or otherwise, due to, for example, transmission, conversion, media degradation, software error or human alteration. Accordingly, Documents provided to Client in electronic media are provided for general reference only. Engineer makes no warranties, either express or implied, regarding the fitness or suitability of electronic media. Client agrees electronic media shall not be used, in whole or in part, for any project other than that for which they were created, without the express written consent of Engineer and suitable compensation. Accordingly, Client agrees to waive any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of electronic media. Documents that may be relied upon by Client as definitive are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer.

F. OWNERSHIP OF DATA AND DOCUMENTS:

Client acknowledges all documents including drawings, specifications, estimates, field notes, and other data and all processes including scientific, technological, software, and other concepts, whether or not patentable, created, prepared or furnished under this Agreement by Engineer or by Engineer’s independent contractors and consultants pursuant to this Agreement, are instruments of service in respect of the project and shall remain the property of Engineer whether or not the project is completed. In the event *project plans or specifications prepared under this Agreement shall become the property of Client, completion of the Work and payment in full of all money due to Engineer shall be conditions precedent to such transfer.* In any event, Client shall not reuse or modify Project Plans or Specifications without the prior written authorization of Engineer. *Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the Owner or Client or any person or entity that acquires or obtains the plans and specifications from or through Client without the written authorization of Engineer.*

G. INDEMNIFICATION: Engineer agrees, to the fullest extent permitted by law, and subject to

liability limiting provisions elsewhere in this Agreement, to indemnify and hold client harmless from any damage, liability or cost (including reasonable attorney's fees) to the extent caused solely by Engineer’s grossly negligent errors or omissions in the performance of professional services under this Agreement. Provided, Engineer shall not be obligated to indemnify Client, in any manner whatsoever, for Client’s own negligence.

H. JOBSITE SAFETY: Engineer will not be responsible, nor assume any liability, for any acts or errors or omissions of Contractor or any of Contractor’s sub-contractors, agents or employees or any other persons (except Engineer's own employees) at the Work site or otherwise performing Contractor’s work. If Engineer’s scope of work includes the performance of services during the construction phase of a project, it is understood that the purpose of such services, including visits to the site, is to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as a design professional. Neither the professional activities of Engineer, nor the presence of Engineer or its employees at the construction site, shall relieve Contractor of its obligations, duties and responsibilities included in, or necessary to complete, the Work. ***In no event shall Engineer be responsible, in any way whatsoever, for construction means, methods, sequence, techniques or procedures necessary for performing, superintending or managing, in any way, construction aspects of the Work.*** Engineer and its personnel shall have no authority to exercise any control over Contractor’s construction, or that of Contractor’s subcontractors or other entities or their employees (such individuals and entities, together, “Construction Personnel”) in connection with Contractor’s Work or any related health or safety programs or procedures. The Contractor agrees that Construction Personnel shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in Contractor’s agreements with Construction Personnel. Contractor also agrees that Contractor, Engineer and Engineer’s sub-consultants, if any, shall be indemnified by Construction Personnel and named additional insured under their policies of general liability insurance.

I. ADDITIONAL/EXCLUDED SERVICES: This Agreement is a non-exclusive contract. Engineer

may refuse additional work from Client and accept work from others. Client agrees to pay Engineer as compensation for all authorized extra or additional services not specifically covered in the Agreement's scope of services. Services resulting from significant changes in general scope of the underlying project or its design, including but not limited to, changes in size, complexity, assumptions, Client's schedule, or character of construction; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond Engineer's control, shall be considered permitted, additional work. EXCLUDED SERVICES The following services, unless specifically included, are here specifically *excluded* from the Work: land title, ownership and/or tract and lien searches; structural calculations; services involved in the design of improvements lying outside of the Project Limits. Engineer shall perform excluded services only upon written request and agreement. Absent written agreement to the contrary, such additional or excluded services shall be performed on a time and material basis, at Engineer's then current Standard Hourly Rates with expenses passed through to Client at actual cost plus ten percent (10%). Hazardous Materials - Nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the presence or absence of oil, asbestos, radioactive materials or any other hazardous material and/or environmental contaminants which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of such materials.

J. TERMINATION: Client may, at any time, suspend further work by Engineer, or Client or Engineer may, with or without cause, terminate the Agreement at any time upon ten (10) working day's written notice to the other party. Client agrees to compensate Engineer for all services performed prior to the effective date of suspension or termination, together with reimbursable expenses including, if any, sub-contractors, sub-consultants and vendors. No deductions shall be made from Engineer's compensation on account of sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party. Engineer shall forward specifications, drawings and documents relating to the services provided in this Agreement to

Client. If Engineer for any reason does not complete all of the services contemplated by this Agreement, Engineer cannot be responsible for the accuracy, completeness or workability of project documents prepared by Engineer if used, changed or completed by the Owner, Client or by another party. *Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by Engineer.*

K. LIMITATION OF LIABILITY: To the maximum extent permitted by law, Client agrees to limit Engineer's liability for Engineer's acts, errors or omissions under this Agreement such that the total aggregate liability of Engineer hereunder shall not exceed the greater of Fifty Thousand Dollars (\$50,000.00) or Five (5) times Engineer's fee. Further, it is agreed and understood that this limitation of liability is the sole and exclusive remedy available to Client for any damages and/or losses arising from Engineer's services. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

MISCELLANEOUS PROVISIONS

1. FORCE MAJEURE: Any delays in or failure of performance by Engineer shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Engineer, including but not limited to: Acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion or sabotage or damage resulting there from; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; or any other causes, whether similar or dissimilar, which are

beyond the reasonable control of Engineer. 2. INTERPRETATION: The parties acknowledge and agree the terms and conditions of this Agreement, including but not limited to those relating to allocation of, releases from, exclusions against and limitation of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statement made by any other party or its counsel. No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision. In the event that any portion or all of this agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to amend the commercial and other terms of the Agreement in order to effect the intent of the parties as set forth in this Agreement. The parties agree to look solely to each other with respect to performance of this Agreement. The provisions of this agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitation of or released from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration. 3. ENTIRE AGREEMENT: This Agreement, and without limitation, any Exhibits, addenda, applicable Task Authorizations, Purchase Orders, Requisitions and other such similar “Work Requests”, constitute the entire Agreement between Client and Engineer, superceding all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Work hereunder. In the event of conflict and/or ambiguity between any provision of this Agreement and, without limitation, that contained in any Work Request, proposal, contract, requisition, notice to proceed, or any other Project document, this Agreement, and within this Agreement this Part III - Terms and Conditions, shall take precedence and prevail in enforcement and or clarification. No other representations of any kind, oral or otherwise, have been made. Client and Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns

of such other part, in respect to all covenants of this Agreement; except as above, neither Client nor Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any owner, officer or agent of Engineer, Client or any public body that may be a part hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client or Engineer. 4. DISPUTE RESOLUTION: All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall be submitted to arbitration pursuant to the Rules for Commercial Arbitration of the American Arbitration Association. Judgment on any interim or final award rendered by the arbitrator may be entered and enforced in any court of Illinois or the United States District Court for the Northern District of Illinois. The city and state of such arbitration shall be in Chicago, Illinois. Any legal action by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of Engineer’s services hereunder. 5. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the state of Illinois. Client hereby irrevocably consents and submits to the jurisdiction of any State Court of Illinois, or the United States District Court for the Northern District of Illinois and waives any and all objections that it may have to Cook County venue or the issuance of service of process in any such proceedings. 6. ATTORNEY FEES, COSTS AND EXPENSE: In the event either or both Engineer and/or Client, Owner or any other party adverse to Engineer shall institute any action or proceeding against the other relating to the enforcement of this Agreement, any provision hereof, or any default hereunder, the non-prevailing party shall pay the prevailing party’s reasonable attorneys' fees, costs and expenses. 7. SEVERABILITY: Every paragraph, part, term or provision of this Agreement is severable from another. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected

thereby but shall remain in full force and effect. The parties further agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.8. SURVIVAL: These terms and conditions, including, without limitation, any expressed limitation of or release from liability, shall survive the completion of Work or termination of this Agreement and shall remain in full force and effect.9. ASSIGNMENT: Client may not assign rights, duties and liabilities under this Agreement without prior written consent of Engineer. 10. SOLICITATION OF EMPLOYMENT: Neither party shall, during the term of this Agreement or for a period of one hundred eighty (180) days thereafter, directly or indirectly for itself or on behalf of, or in conjunction with, any other person, partnership, corporation, business or organization, solicit, hire, contract with or engage the employment of an employee or any other with whom that party or its personnel have had contact during the course of providing the Services under this Agreement, unless that party has obtained the written consent of the other to such hiring and that party pays to the other a fee to be mutually agreed upon.

END PART III-GENERAL TERMS AND CONDITIONS
THUS13315080

{REMAINDER OF THIS PAGE LEFT BLANK
INTENTIONALLY.

RESOLUTION NO. 1154

RESOLUTION APPROVING A DEDICATION AGREEMENT AND OPTION AGREEMENTS IN CONNECTION WITH THE FUTURE IMPROVEMENT OF TIDEWATER DRIVE AND CONSTRUCTION OF RUMMELLS AVENUE.

WHEREAS, the City Council of the City of West Branch, Cedar County, Iowa has heretofore deemed it necessary to obtain future right-of-way needs at the time of platting of subdivisions; and

WHEREAS, Sacaba, LLC, the owner of the proposed Tidewater Heights Subdivision has heretofore entered into a dedication agreement with the City of West Branch to dedicate to the City a portion of right-of-way for the future improvement of Tidewater Drive; and

WHEREAS, Sacaba, LLC, the owner of the proposed Tidewater Heights Subdivision has heretofore entered into an option agreement with the City of West Branch to convey to the City a portion of right-of-way for the future construction of Rummells Avenue; and

WHEREAS, in addition, the City has negotiated an Option Agreement with Plastic Products Company, Inc., to acquire right-of-way for the future construction of Rummells Avenue; and

WHEREAS, it is now necessary for the City Council to approve said Agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned agreements are hereby approved. Further, the Mayor and City Clerk are hereby directed to execute said Agreements on behalf of the City.

* * * * *

Passed and approved this 18th day of November, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358

OPTION AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358; hereinafter referred to as "City"; and Sacaba, LLC, an Iowa limited liability company, hereinafter referred to as "Owner."

WHEREAS, the Owner is the owner of that certain property legally described as Lot 2, Tidewater Heights Subdivision, West Branch, Cedar County, Iowa (the "Property"); and

WHEREAS, as part of the platting process, the City has indicated that it may need additional right-of-way for the future construction of Rummells Avenue; and

WHEREAS, in the case that the City desires to construct said Project, the City would need to acquire right-of-way for the Project from the Owner; and

WHEREAS, upon notice of the City described below, the Owner, or its successor in interest, would convey the right-of-way to the City; and

WHEREAS, the parties desire to outline each party's obligation with regards to the Project.

THE PARTIES AGREE AS FOLLOWS:

1. **Option to acquire Rummells Avenue right-of-way**

a. Upon 180 days notice to the Owner in writing, Owner shall convey, via Warranty Deed, the right-of-way described on the plat attached hereto as Exhibit "A" and incorporated into this Agreement by this reference. Said Warranty Deed shall be on a form prepared by the West Branch City Attorney which is acceptable to both parties.

b. This Option to acquire the Rummells Avenue right-of-way from the Owner shall be in full force and effect for 25-years from the date of this Agreement.

c. All fees associated with transfer taxes or recording for this Agreement and subsequent documents shall be paid by the City.

2. **General Provisions.**

a. This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

b. Both the Owner and the City hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding this Option in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the Owner and the City. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

c. This Agreement may be executed by the parties hereto in counterparts. Accordingly, each partially-executed original signature page shall hereby be deemed fully integrated and incorporated into this document.

d. The person(s) signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

e. The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

f. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

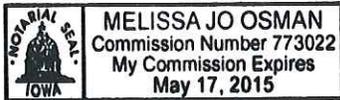
Dated this 14 day of Nov., 2013.

Sacaba, LLC

By: 
Matthew Hayek, Manager

STATE OF IOWA, COUNTY OF Johnson, ss:

This instrument was acknowledged before me on this 14th day of November,
2013, by Matthew Hayek as Manager of Sacaba, LLC.




Notary public

Dated this ____ day of _____, 2013.

CITY OF WEST BRANCH:

By: _____
Mark Worrell, Mayor

ATTEST:

By: _____
Matt Muckler, City Administrator/Clerk

STATE OF IOWA)
) ss
COUNTY OF CEDAR)

On this ____ day of _____, 2013, before me a Notary Public in and for said County, personally appeared Mark Worrell and Matt Muckler, to me personally known, who being duly sworn that they are the Mayor and City Clerk, respectively of the City of West Branch, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358

DEDICATION AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358; hereinafter referred to as “City”; and Sacaba, LLC, 120 E. Washington Street, Iowa City, Iowa 52240, hereinafter referred to as “Owner.”

WHEREAS, the Owner has submitted a proposed subdivision (Tidewater Heights Subdivision) to the City for approval; and

WHEREAS, the City desires to make improvements to Tidewater Drive in the future (the “Projects”); and

WHEREAS, the City has asked the Owner to dedicate certain rights-of-way to the City to accomplish the construction of the Projects; and

WHEREAS, the parties desire to outline each party’s obligation with regards to the Project.

THE PARTIES AGREE AS FOLLOWS:

1. That Owner shall dedicate, at no cost to the City, a 10-foot right-of-way for the reconstruction of Tidewater Drive to the City as part of the platting proceedings.
2. That in consideration of the dedication of the right-of-way to the City as described in Paragraphs 1 above, the City agrees that the Owner of Lot 2 in said subdivision, its successors and assigns shall have no responsibility for the construction, nor pay any of the cost of construction, for the construction of Rummells Avenue. However, the Owners of Lots 1 or 2 shall have an approved storm water pollution prevention plan on file with the City before any earth moving or storing activities occur on said Lots 1 or 2.
3. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

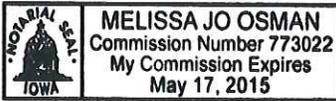
Dated this 14 day of November, 2013.

SACABA, LLC

By: 
Matthew Hayek, Manager

STATE OF IOWA, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on this 14th day of November, 2013, by Matthew Hayek, as Manager of Sacaba, LLC.




Notary public

CITY OF WEST BRANCH:

By: _____
Mark Worrell, Mayor

ATTEST:

By: _____
Matt Muckler, City Administrator/Clerk

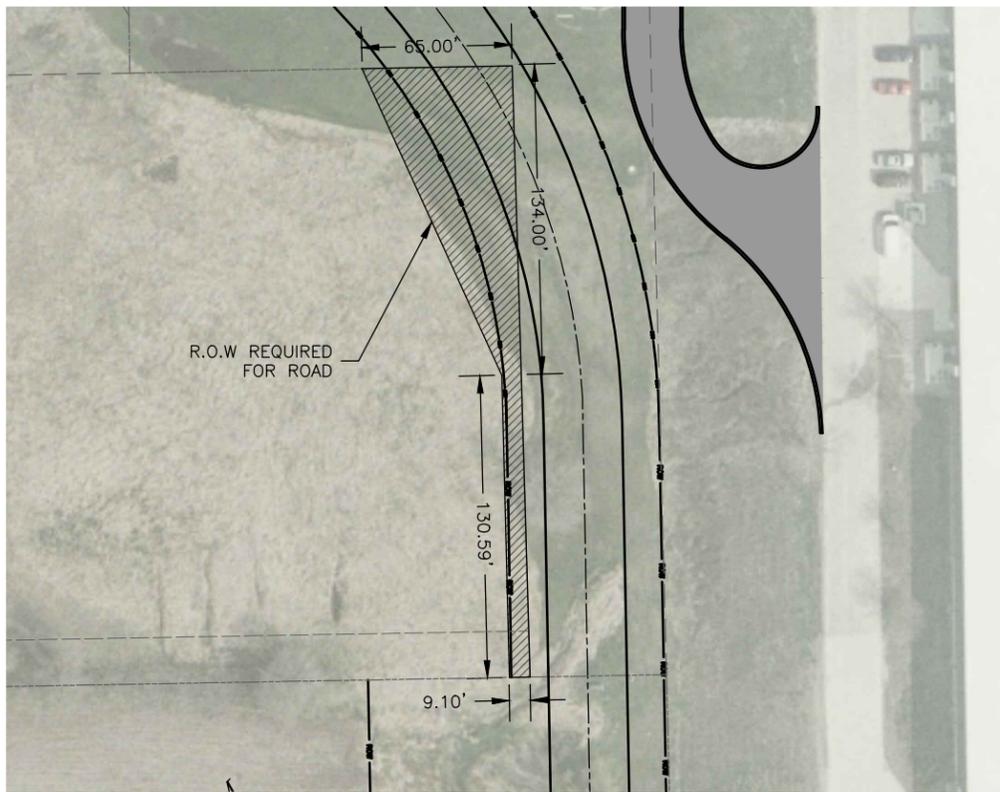
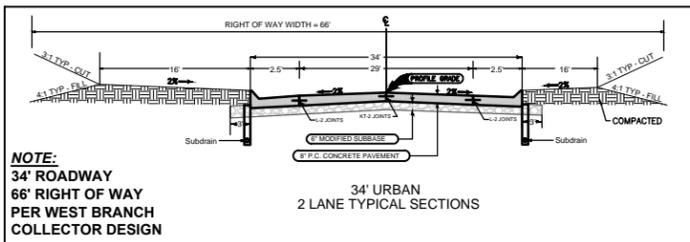
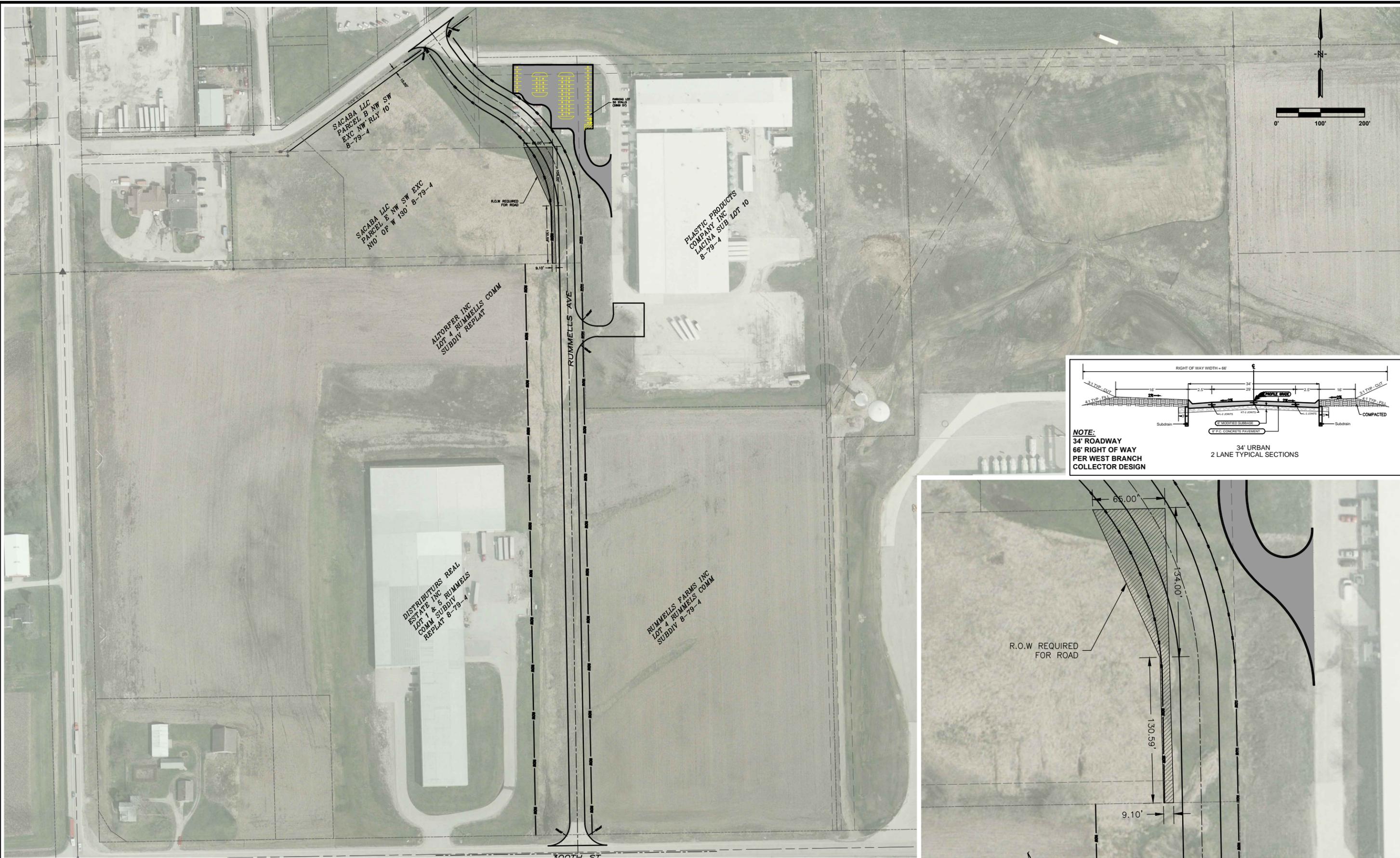
STATE OF IOWA)
) ss
COUNTY OF CEDAR)

On this ____ day of _____, 2013, before me a Notary Public in and for said County, personally appeared Mark Worrell and Matt Muckler, to me personally known, who being duly sworn that they are the Mayor and City Clerk, respectively of the City of West Branch, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public

PLOTTED: Thursday, October 24, 2013 12:13:37 PM

X-REFS: 2012-3-1 Aerial 2 & Prop Lines
FILE PATH: C:\USERS\ERIC\DESKTOP\PROJECTS\WEST BRANCH\RUMMELL AVE OPTION 1



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	EDG
		CHECKED	DRS
		APPROVED	DRS
		DATE	10-24-13
		ISSUED FOR	REVIEW

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING. 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



EASEMENT REQUIRED
CITY OF WEST BRANCH

860 22nd Avenue • Suite 4 • Coraville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

S-CURVE 300'
RUMMELLS AVE
SACABA LLC. R.O.W

DWG. NO.
1

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358

OPTION AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358; hereinafter referred to as “City”; and Plastic Products Company, Inc., 30355 Akerson Street, Lindstrom, Minnesota 55045, hereinafter referred to as “Owner.”

WHEREAS, the Owner is the owner of that certain property legally described as Lot 10, Lacina Subdivision, West Branch, Cedar County, Iowa (the “Property”), whose address is 228 Commercial Drive, West Branch, Iowa 52358; and

WHEREAS, the City may desire in the future to build Rummells Avenue (the “Project”) across a portion of the Property; and

WHEREAS, in the case that the City desires to construct said Project, the City would need to acquire right-of-way for the Project from the Owner; and

WHEREAS, upon notice of the City described below, the Owner would convey the right-of-way to the Owner and the City would relocate the disturbed parking spaces located on the Property to a different location on the Property; and

WHEREAS, the parties desire to outline each party’s obligation with regards to the Project.

THE PARTIES AGREE AS FOLLOWS:

1. **Option to acquire Rummells Avenue right-of-way**

a. Upon 180 days notice to the Owner in writing at the address outlined below, Owner shall convey, via Warranty Deed, the right-of-way described on the plat attached hereto as Exhibit “A” and incorporated into this Agreement by this reference. Said Warranty Deed shall be on a form prepared by the West Branch City Attorney which is acceptable to both parties.

b. This Option to acquire the Rummells Avenue right-of-way from the Owner shall be in full force and effect for 25-years from the date of this Agreement.

- c. All fees associated with transfer taxes or recording for this Agreement and subsequent documents shall be paid by the City.

2. **Consideration for the Option .**

- a. In the event the City exercises its Option to acquire the right-of-way from the Owner as described in Section 1 above, the City shall, at no cost to the Owner, relocate and rebuild parking spaces (the "Relocation") for the Owner as shown on Exhibit "B" attached hereto and incorporated into this Agreement by this reference.

- b. Said Relocation shall be constructed by the City within 180 days of the conveyance of the right-of-way to the City as described in Section 1 above.

3. **General Provisions.**

- a. This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

- b. Both the Owner and the City hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding this Option in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the Owner and the City. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

- c. This Agreement may be executed by the parties hereto in counterparts. Accordingly, each partially-executed original signature page shall hereby be deemed fully integrated and incorporated into this document.

- d. The person(s) signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

- e. The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

f. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this 14th day of Nov., 2013.

Plastic Products Company, Inc.

By: [Signature]
Alan Young

Plant Manager, Plastic Products Co., Inc.

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on this 14 day of November, 2013, by Alan Young as Plant Manager of Plastic Products Company, Inc.



[Signature]
Notary public

Dated this ____ day of _____, 2013.

CITY OF WEST BRANCH:

By: _____
Mark Worrell, Mayor

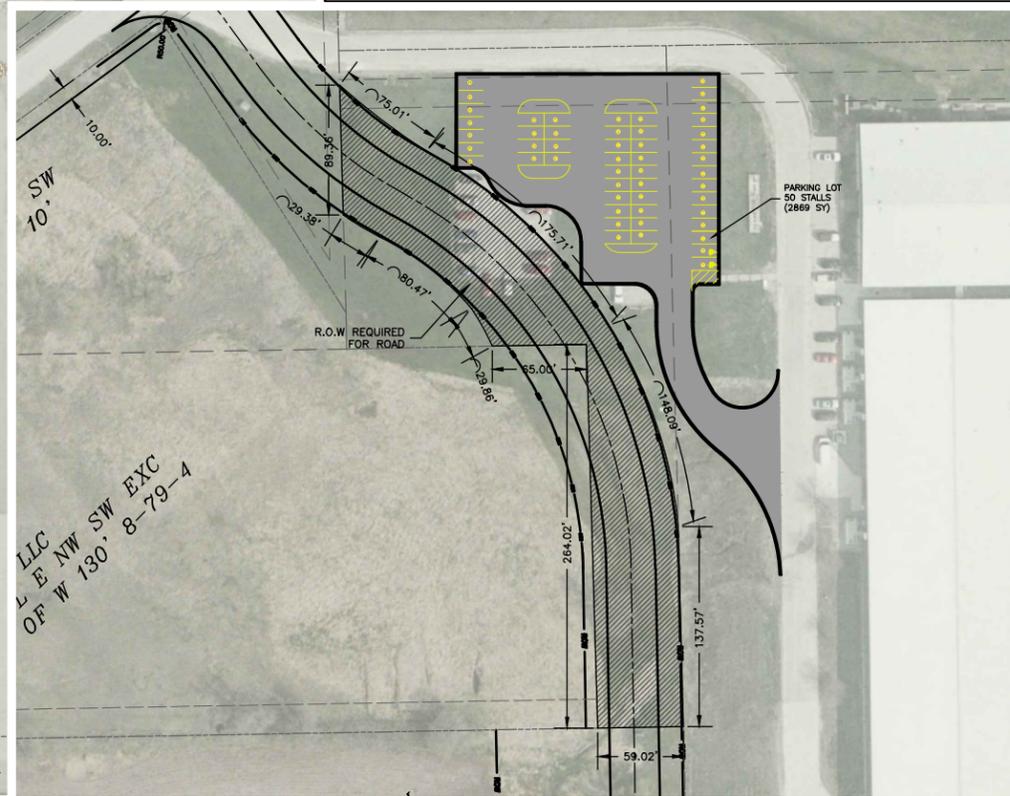
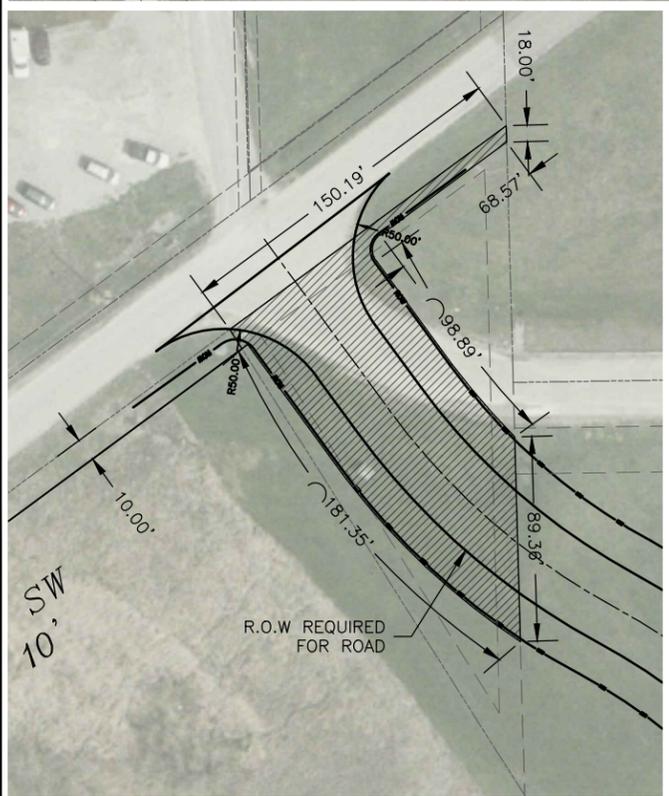
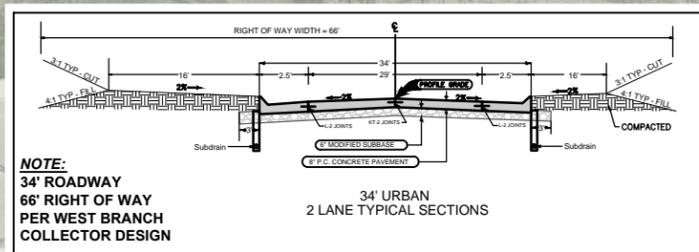
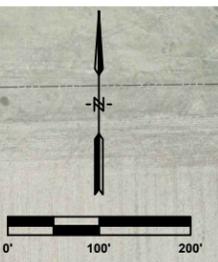
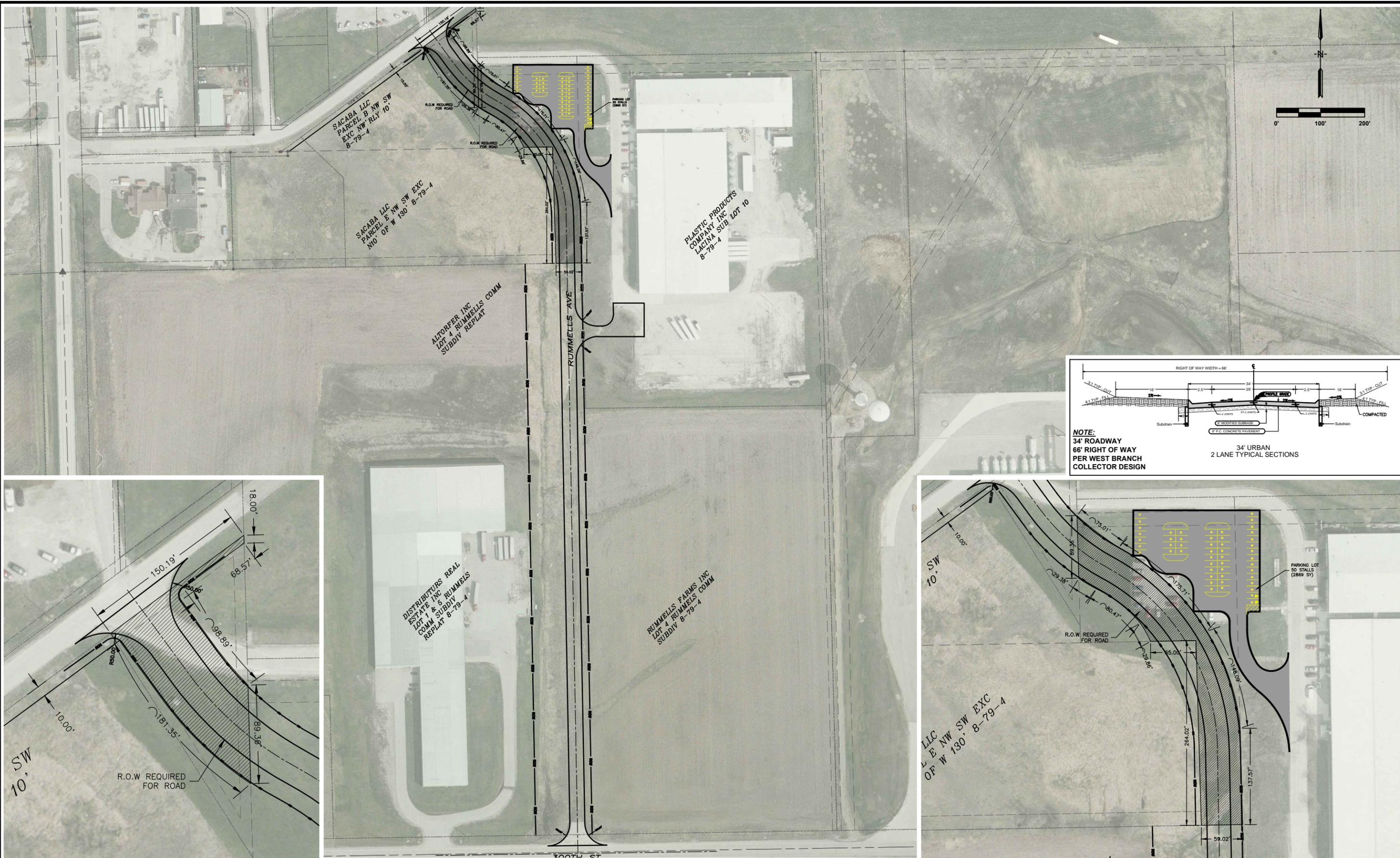
ATTEST:

By: _____
Matt Muckler, City Administrator/Clerk

STATE OF IOWA)
) ss
COUNTY OF CEDAR)

On this ____ day of _____, 2013, before me a Notary Public in and for said County, personally appeared Mark Worrell and Matt Muckler, to me personally known, who being duly swore that they are the Mayor and City Clerk, respectively of the City of West Branch, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	EDG
		CHECKED	DRS
		APPROVED	DRS
		DATE	10-24-13
		ISSUED FOR	REVIEW

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



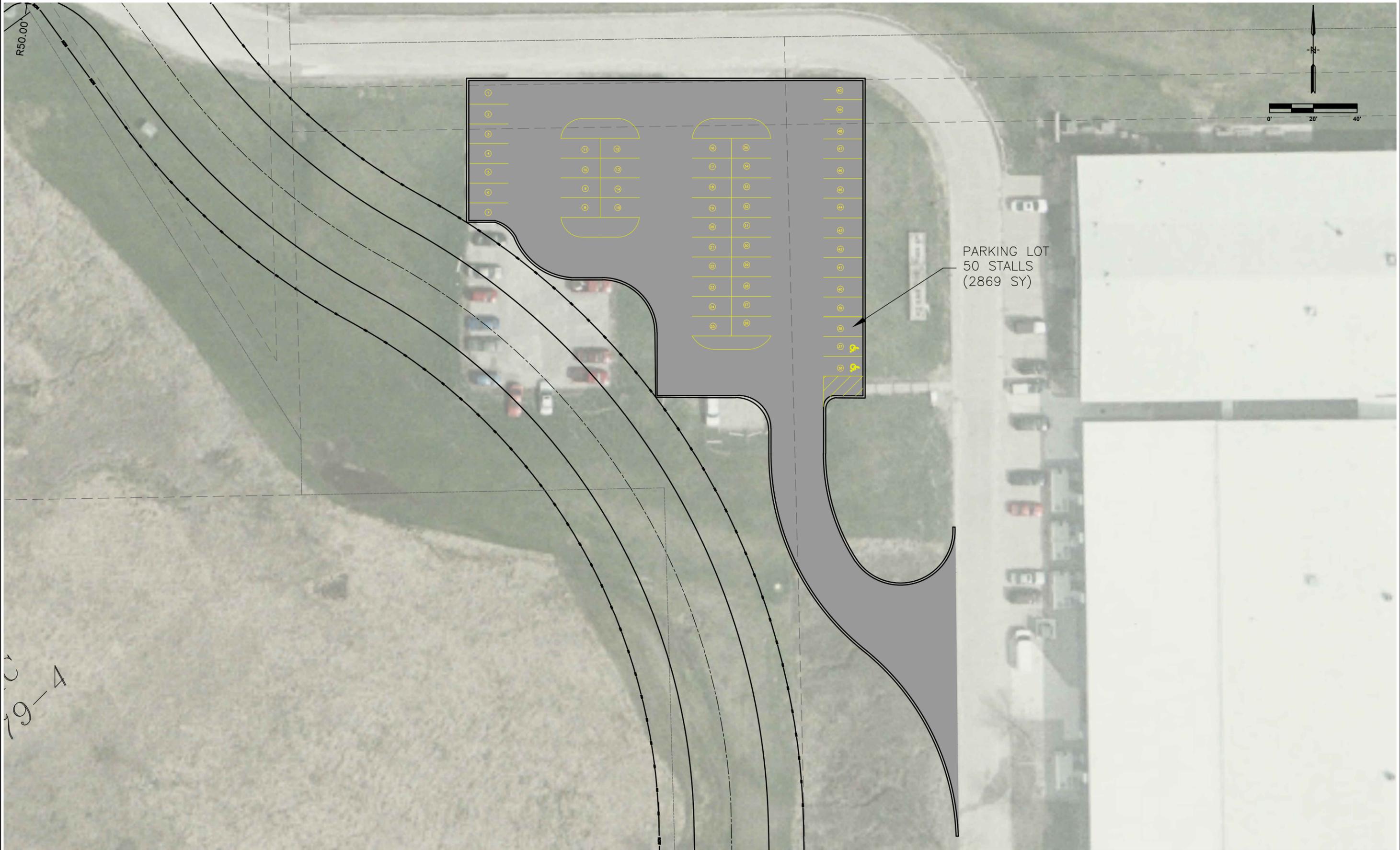
EASEMENT REQUIRED
CITY OF WEST BRANCH
860 22nd Avenue • Suite 4 • CoraVille, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

S-CURVE 300'
RUMMELLS AVE
PLASTIC PRODUCTS R.O.W

DWG. NO.
2

PLOTTED: Thursday, October 24, 2013 12:13:54 PM

X-REFS: 2012-3-1 Aerial 2 & Prop Lines
 FILE PATH: C:\USERS\ERIC\DESKTOP\PROJECTS\WEST BRANCH\RUMMELL AVE OPTION 1



PARKING LOT
 50 STALLS
 (2869 SY)

DATE	REVISIONS

SCALE	AS NOTED
DRAWN	EDG
CHECKED	DRS
APPROVED	DRS
DATE	10-24-13
ISSUED FOR	REVIEW

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 0 1"
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



PARKING LOT
 CITY OF WEST BRANCH

860 22nd Avenue • Suite 4 • CoraVille, Iowa 52241-1565
 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

S-CURVE 300'
 RUMMELLS AVE
 PLASTIC PRODUCTS COMPANY INC

DWG. NO.
3
PROJECT 368117

RESOLUTION NO. 1148

A RESOLUTION APPROVING THE PRELIMINARY PLAT OF TIDEWATER HEIGHTS
SUBDIVISION, A SUBDIVISION TO WEST BRANCH, IA

WHEREAS the owner, Sacaba LLC, has filed with the City Clerk of the City of West Branch, Iowa, a preliminary plat of the following described real estate situated within the corporate limits of the City of West Branch, Cedar County, Iowa, to-wit:

A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH P.M. CITY OF WEST BRANCH, CEDAR COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF AUDITOR'S PARCEL "E", ACCORDING TO THE PLAT RECORDED IN BOOK C AT PAGE 146 IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE N90°00'00"W, ALONG THE SOUTH LINE OF SAID AUDITOR'S PARCEL "E", 732.72 FEET TO THE SOUTHWEST CORNER OF SAID AUDITOR'S PARCEL "E"; THENCE N00°25'56"W, ALONG THE WEST LINE OF SAID AUDITOR'S PARCEL "E", 254.40 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A QUIT CLAIM DEED RECORDED IN BOOK 667 AT PAGE 349 IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE N89°59'12"E, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, 129.96 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE N00°28'25"W, 9.85 FEET TO A POINT ON THE NORTH LINE OF SAID AUDITOR'S PARCEL "E"; THENCE S88°46'20"W, 14.83 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF TIDEWATER DRIVE; THENCE N54°41'31"E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 398.97 FEET TO THE NORTHWEST CORNER OF LOT 10, LACINA SUBDIVISION, CEDAR COUNTY, IOWA, ACCORDING TO THE PLAT RECORDED IN BOOK 54 AT PAGES 114-130 IN SAID CEDAR COUNTY, RECORDER'S OFFICE; THENCE S31°22'59"E, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 10, A DISTANCE OF 240.96 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 10; THENCE S00°07'24"W, 25.02 FEET TO A POINT ON THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL "E"; THENCE N89°55'01"E, ALONG SAID NORTHERLY LINE, 165.51 FEET TO THE NORTHEAST CORNER OF SAID AUDITOR'S PARCEL "E"; THENCE S00°39'53"E, ALONG THE EASTERLY LINE OF SAID AUDITOR'S PARCEL "E", 264.08 FEET TO THE POINT OF BEGINNING, CONTAINING 5.64 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; and

WHEREAS, said property is owned by the above-named owner; and

WHEREAS, the Plat has been examined by the Planning and Zoning Commission of the City of West Branch, Iowa, which recommended that such plat be accepted and approved; and

WHEREAS, the City Council of the City of West Branch, Iowa, finds that said plat complies with the statutes of the State of Iowa and the Ordinances for the City of West Branch, Iowa, relative to plats, additions and subdivisions within the corporate limits of the City of West Branch, Iowa.

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

That said preliminary plat and subdivision located on the above-described property be and the same is hereby approved.

Passed, approved and adopted this 18th day of November, 2013.

Mayor Mark Worrell

ATTEST:

City Administrator/Clerk Matt Muckler

PRELIMINARY PLAT

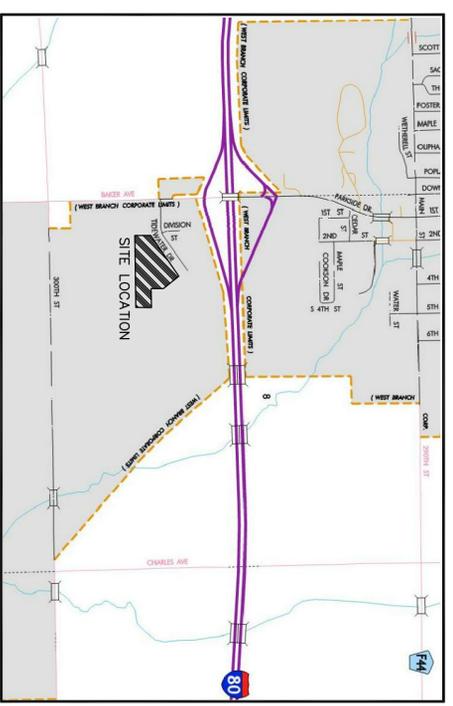
TIDEWATER HEIGHTS SUBDIVISION

CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

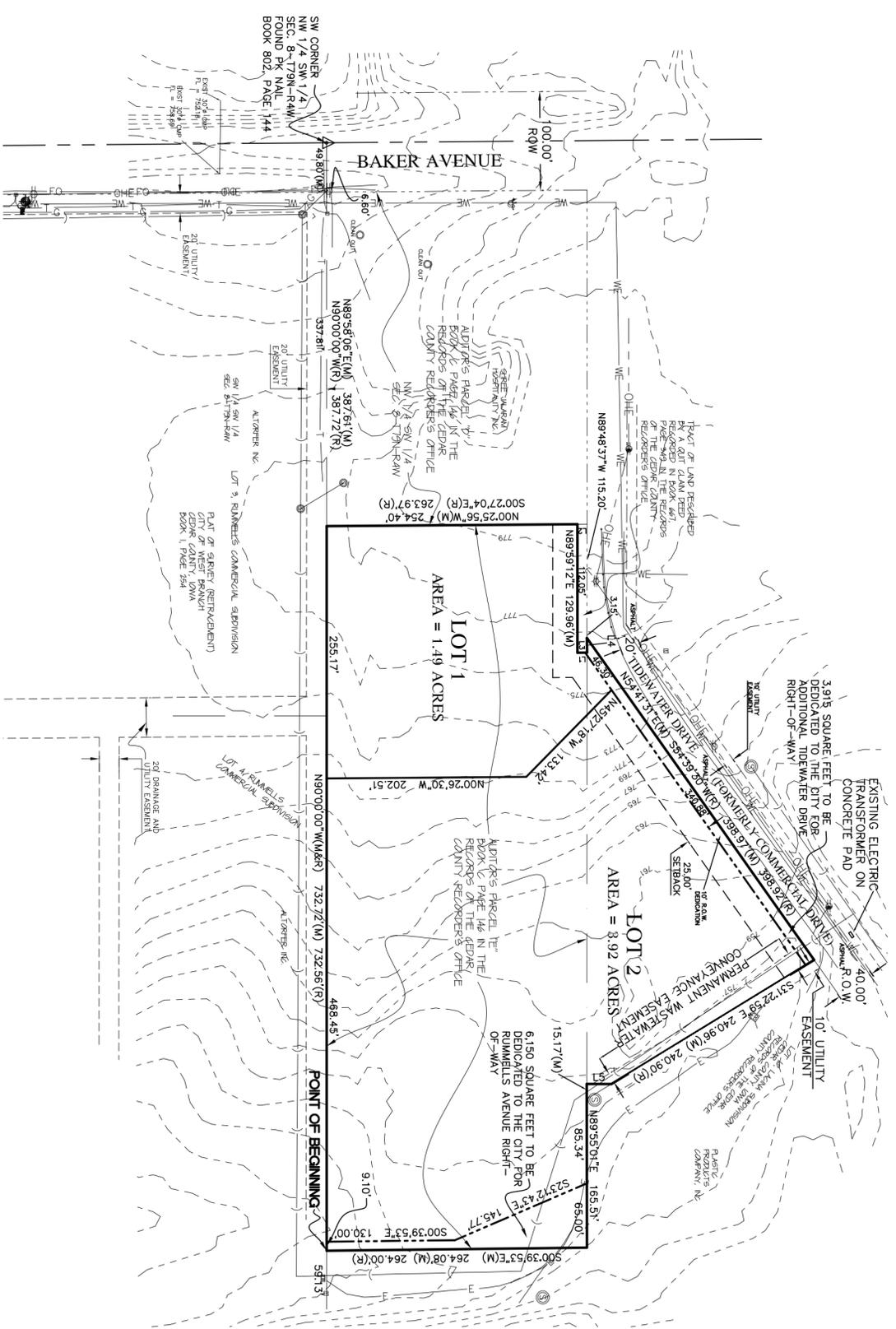
PLAT PREPARED BY: MMS CONSULTANTS, INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

OWNERS/SUBDIVIDER: SACABA LLC
C/O MATT HAYEK
HAYEK BROWN MORELAND & SMITH LLP
120 E. WASHINGTON STREET
IOWA CITY, IOWA 52240

OWNERS' ATTORNEY: MATT HAYEK
HAYEK BROWN MORELAND & SMITH LLP
120 E. WASHINGTON STREET
IOWA CITY, IOWA 52240



LOCATION MAP

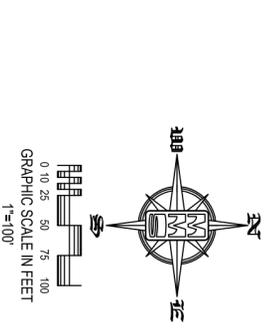


NOTE:
UTILITIES SHOWN ON PLAT ARE TAKEN FROM A COMBINATION OF CITY UTILITY MAPS AND FIELD SURVEY WORK. LOCATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.

NOTE:
NO PUBLIC IMPROVEMENTS ARE PROPOSED AS PART OF THIS PROJECT. SITE PLANS WILL BE PROVIDED BY THE BUYERS OF EACH OF THESE LOTS FOR APPROVAL BY THE CITY OF WEST BRANCH DURING THE SITE PLAN APPROVAL PROCESS.

LINE	LENGTH	BEARING
L1	9.85	N00°28'25"W
L2	9.94	N00°48'41"W
L3	14.83	N88°46'20"E
L4	14.83	N88°46'20"E
L5	25.02	S00°07'24"W

THE PROPERTY BEING PLATTED IS NOT IN A FLOODWAY OR WITHIN A FLOOD HAZARD BOUNDARY, ACCORDING TO THE FIRM MAPS NO. 19031C0211C AND 19031C0212C AND PANELS NO. 02111C AND 02121C WITH AN EFFECTIVE DATE OF AUGUST 19, 2013.



DEVELOPMENT CHARACTERISTICS
CURRENT ZONING IS HCI - HIGHWAY COMMERCIAL INDUSTRIAL DISTRICT

HCI - HIGHWAY COMMERCIAL INDUSTRIAL DISTRICT
HCI REQUIREMENTS
MINIMUM LOT AREA NONE
FRONT YARD SETBACK 25 FEET
SIDE YARD SETBACK NONE
REAR YARD SETBACK NONE

STANDARD LEGEND AND NOTES

---	PROPERTY &/or BOUNDARY LINES
- - -	CONGRESSIONAL SECTION LINES
---	RIGHT-OF-WAY LINES
---	EXISTING RIGHT-OF-WAY LINES
---	CENTER LINES
---	LOT LINES, INTERNAL
---	LOT LINES, PLATTED OR BY DEED
---	PROPOSED EASEMENT LINES
---	EXISTING EASEMENT LINES
---	BENCHMARK
---	RECORDED DIMENSIONS
---	CURVE SEGMENT NUMBERS
---	22-1
---	EXIST- POWER POLE
---	EXIST- POWER POLE W/DROP
---	EXIST- POWER POLE W/TRANS
---	EXIST- POWER POLE W/LIGHT
---	EXIST- GUY POLE
---	EXIST- LIGHT POLE
---	EXIST- SHANTY MANHOLE
---	EXIST- FIRE HYDRANT
---	EXIST- WATER VALVE
---	EXIST- DRAINAGE MANHOLE
---	EXIST- CURB W/LET
---	EXIST- EXISTING SANITARY SEWER
---	EXIST- PROPOSED SANITARY SEWER
---	EXIST- EXISTING STORM SEWER
---	EXIST- PROPOSED STORM SEWER
---	EXIST- WATER LINES
---	EXIST- ELECTRICAL LINES
---	EXIST- TELEPHONE LINES
---	EXIST- GAS LINES
---	EXIST- CONTOUR LINES (EL INTERVAL)
---	EXIST- EXISTING TREE LINE
---	EXIST- EXISTING DECIDUOUS TREE
---	EXIST- EXISTING EVERGREEN TREES
---	PROP- POWER POLE
---	PROP- POWER POLE W/DROP
---	PROP- POWER POLE W/TRANS
---	PROP- POWER POLE W/LIGHT
---	PROP- GUY POLE
---	PROP- LIGHT POLE
---	PROP- SHANTY MANHOLE
---	PROP- FIRE HYDRANT
---	PROP- WATER VALVE
---	PROP- DRAINAGE MANHOLE
---	PROP- CURB W/LET
---	PROP- EXISTING SANITARY SEWER
---	PROP- PROPOSED SANITARY SEWER
---	PROP- EXISTING STORM SEWER
---	PROP- PROPOSED STORM SEWER
---	PROP- WATER LINES
---	PROP- ELECTRICAL LINES
---	PROP- TELEPHONE LINES
---	PROP- GAS LINES
---	PROP- CONTOUR LINES (EL INTERVAL)
---	PROP- EXISTING TREE LINE
---	PROP- EXISTING DECIDUOUS TREE
---	PROP- EXISTING EVERGREEN TREES

A PORTION OF THE
NW 1/4 SW 1/4 OF
SEC. 8-T9N-R4W OF THE 5TH P.M.
CITY OF WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date: 10/02/13

Designed by: MAS Field Book No. 1039-1040

Drawn by: BRT Scales: 1"=100'

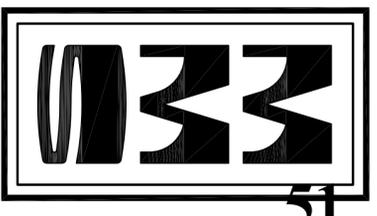
Checked by: GDM Sheet No. 1

Project No.: IOWA CITY

9257001

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net



Date	Revision
10/31/13	ADDED NEW ROW - BRT

Prepared by: Kevin D. Olson, 1400 5th Street, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

RESOLUTION NO. 1149

A RESOLUTION APPROVING THE FINAL PLAT OF TIDEWATER HEIGHTS
SUBDIVISION, A SUBDIVISION TO WEST BRANCH, IOWA

WHEREAS, the owner, Sacaba LLC, has filed with the City Clerk of the City of West Branch, Iowa, a Preliminary and Final Plat of the following described real estate situated within the corporate limits of the City of West Branch, Cedar County, Iowa, to-wit:

A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH P.M. CITY OF WEST BRANCH, CEDAR COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF AUDITOR'S PARCEL "E", ACCORDING TO THE PLAT RECORDED IN BOOK C AT PAGE 146 IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE N90°00'00"W, ALONG THE SOUTH LINE OF SAID AUDITOR'S PARCEL "E", 732.72 FEET TO THE SOUTHWEST CORNER OF SAID AUDITOR'S PARCEL "E"; THENCE N00°25'56"W, ALONG THE WEST LINE OF SAID AUDITOR'S PARCEL "E", 254.40 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A QUIT CLAIM DEED RECORDED IN BOOK 667 AT PAGE 349 IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE N89°59'12"E, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, 129.96 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE N00°28'25"W, 9.85 FEET TO A POINT ON THE NORTH LINE OF SAID AUDITOR'S PARCEL "E"; THENCE S88°46'20"W, 14.83 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-

OF-WAY LINE OF TIDEWATER DRIVE; THENCE N54°41'31"E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 398.97 FEET TO THE NORTHWEST CORNER OF LOT 10, LACINA SUBDIVISION, CEDAR COUNTY, IOWA, ACCORDING TO THE PLAT RECORDED IN BOOK 54 AT PAGES 114-130 IN SAID CEDAR COUNTY, RECORDER'S OFFICE; THENCE S31°22'59"E, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 10, A DISTANCE OF 240.96 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 10; THENCE S00°07'24"W, 25.02 FEET TO A POINT ON THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL "E"; THENCE N89°55'01"E, ALONG SAID NORTHERLY LINE, 165.51 FEET TO THE NORTHEAST CORNER OF SAID AUDITOR'S PARCEL "E"; THENCE S00°39'53"E, ALONG THE EASTERLY LINE OF SAID AUDITOR'S PARCEL "E", 264.08 FEET TO THE POINT OF BEGINNING, CONTAINING 5.64 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; and

WHEREAS, the Preliminary and Final Plats have been examined by the Planning and Zoning Commission of the City of West Branch, Iowa, which recommends that such Plats be accepted and approved; and

WHEREAS, the City Council of the City of West Branch, Iowa finds that said Preliminary and Final Plats comply with the statues of the State of Iowa and the Ordinances for the City of West Branch, Iowa relative to plats, additions, and subdivisions within the corporate limits of the City of West Branch, Iowa.

NOW, THEREFORE, BE IT RESOLVED that said plat named and designated as Tidewater Heights Subdivision, an Addition to the City of West Branch, Cedar County, Iowa, be and the same is hereby approved and accepted by the City Council of the City of West Branch, Iowa, subject to the filing of the required certificates, subject to the signing of the Subdivider's Agreement, and subject to completion of final inspection requirements. The Mayor and City Clerk of the City of West Branch, Iowa, are hereby authorized and directed to certify upon said Plat the examination, consent, approval and acceptance of the same by the City Council of the City of West Branch, in order that said Plat may be recorded in the Office of the County Recorder among the real estate records of Cedar County, Iowa.

PASSED, APROVED, AND ADOPTED THIS _____ DAY OF _____, 2013.

Mayor Mark Worrell

ATTEST:

City Administrator/Clerk Matt Muckler

RESOLUTION 1155

RESOLUTION APPRIVING THE SUBMISSION OF THE CITY OF WEST BRANCH
2012-2013 ANNUAL FINANCIAL REPORT TO THE STATE AUDITOR'S OFFICE

BE IT RESOLVED by the City Council of the City of West Branch, Cedar County, Iowa,
that the 2012-2013 Annual Financial Report, prepared by Deputy City Clerk Dawn
Brandt, be approved and forwarded to the Iowa State Auditor's Office.

Passed and approved this 18th day of November, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

STATE OF IOWA
2013
FINANCIAL REPORT
FISCAL YEAR ENDED
JUNE 30, 2013

16201600800000
West Branch City
PO Box 218
West Branch, IA 52358-0218

(Please correct any error in name, address, and ZIP Code)

CITY OF WEST BRANCH, IOWA
DUE: December 1, 2013

WHEN COMPLETED, PLEASE RETURN TO

Mary Mosiman, CPA
Auditor of State
State Capitol Building
Des Moines, IA 50319-0004

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
Item description	Governmental (a)	Proprietary (b)	Total actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes levied on property	1,329,718		1,329,718	1,323,418
Less: Uncollected property taxes-levy year	0		0	
Net current property taxes	1,329,718		1,329,718	1,323,418
Delinquent property taxes	0		0	
TIF revenues	97,387		97,387	97,387
Other city taxes	166,391	0	166,391	151,684
Licenses and permits	60,216	0	60,216	45,475
Use of money and property	7,084	0	7,084	6,300
Intergovernmental	381,215	0	381,215	381,327
Charges for fees and service	83,971	633,035	717,006	772,052
Special assessments	0	0	0	
Miscellaneous	153,029	2,772	155,801	133,310
Other financing sources	1,635,125	1,467,404	3,102,529	3,102,955
Total revenues and other sources	3,914,136	2,103,211	6,017,347	6,013,908
Expenditures and Other Financing Uses				
Public safety	495,544	0	495,544	561,031
Public works	706,657	0	706,657	716,664
Health and social services	0	0	0	
Culture and recreation	457,385	0	457,385	512,595
Community and economic development	58,637	0	58,637	58,637
General government	221,738	0	221,738	227,328
Debt service	1,612,805	0	1,612,805	1,613,019
Capital projects	0	0	0	
Total governmental activities expenditures	3,552,766	0	3,552,766	3,689,274
Business type activities	0	1,208,338	1,208,338	1,698,563
Total ALL expenditures	3,552,766	1,208,338	4,761,104	5,387,837
Other financing uses, including transfers out	181,555	63,450	245,005	245,431
Total ALL expenditures/And other financing uses	3,734,321	1,271,788	5,006,109	5,633,268
Excess revenues and other sources over (Under) Expenditures/And other financing uses	179,815	831,423	1,011,238	380,640
Beginning fund balance July 1, 2012	1,194,445	419,614	1,614,059	1,614,058
Ending fund balance June 30, 2013	1,374,260	1,251,037	2,625,297	1,994,698

Note - These balances do not include \$ _____ held in non-budgeted internal service funds; \$ _____ held in Pension Trust Funds; \$ _____ held in Private Purpose Trust funds and \$ _____ held in agency funds which were not budgeted and are not available for city operations.

Indebtedness at June 30, 2013	Amount - Omit cents	Indebtedness at June 30, 2013	Amount - Omit cents
General obligation debt	\$ 3,136,686	Other long-term debt	\$ 0
Revenue debt	\$ 673,000	Short-term debt	\$ 0
TIF Revenue debt	\$ 0		
		General obligation debt limit	\$ 8,444,860

CERTIFICATION

THE FOREGOING REPORT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

Signature of city clerk		Date Published/Posted	Mark (x) one <input type="checkbox"/> Date Published <input type="checkbox"/> Date Posted	
Printed name of city clerk	Telephone →	Area Code	Number	Extension
Signature of Mayor or other City official (Name and Title)			Date signed	

PLEASE PUBLISH THIS PAGE ONLY

Part I	REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2013			CITY OF WEST BRANCH			<input type="checkbox"/> GAAP <input checked="" type="checkbox"/> NON-GAAP = CASH BASIS Indicate by placing an X in the appropriate box on this sheet ONLY					
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
1	Section A - TAXES											1
2	Taxes levied on property	1,006,308	177,737		145,673			1,329,718			1,329,718	2
3	Less: Uncollected property taxes - Levy year							0			0	3
4	Net current property taxes	1,006,308	177,737		145,673	0	0	1,329,718		T01	1,329,718	4
5	Delinquent property taxes							0		T01	0	5
6	Total property tax	1,006,308	177,737		145,673	0	0	1,329,718			1,329,718	6
7	TIF revenues			97,387				97,387		T01	97,387	7
8	Other city taxes							0		T15	0	8
9	Utility tax replacement excise taxes							0		T15	0	9
10	Utility franchise tax (Chapter 364.2, Code of Iowa)							0		C30	0	10
11	Parimutuel wager tax							0		C30	0	11
12	Gaming wager tax							0		C30	0	11
13	Mobile home tax							0		T19	0	12
14	Hotel/motel tax							0		T19	0	13
15	Other local option taxes		166,391					166,391		T09	166,391	14
15	TOTAL OTHER CITY TAXES	0	166,391	0	0	0	0	166,391	0		166,391	15
16	Section B - LICENSES AND PERMITS	60,216						60,216		T29	60,216	16
17	Section C - USE OF MONEY AND PROPERTY											17
18	Interest	3,614	97				843	4,554		U20	4,554	18
19	Rents and royalties	2,530						2,530		U40	2,530	19
20	Other miscellaneous use of money and property							0		U20	0	20
21								0			0	21
22	TOTAL USE OF MONEY AND PROPERTY	6,144	97	0	0	0	843	7,084	0		7,084	22
23												23
24	Section D - INTERGOVERNMENTAL											24
25												25
26	Federal grants and reimbursements											26
27	Federal grants							0		B89	0	27
28	Community development block grants							0		B50	0	28
29	Housing and urban development							0		B50	0	29
30	Public assistance grants							0		B79	0	30
31	Payment in lieu of taxes							0		B30	0	31
32	NPS snow plowing contract	6,000						6,000			6,000	32
33	Total Federal grants and reimbursements	6,000	0	0	0	0	0	6,000	0		6,000	33
34												34
35												35
36												36
37												37
38												38
39												39
40												40

Continued on next page

Part I		REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2013 -- Continued			CITY OF WEST BRANCH			<input type="checkbox"/> GAAP		<input checked="" type="checkbox"/> NON-GAAP = CASH BASIS		
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
41	Section D - INTERGOVERNMENTAL - Continued											41
42												42
43	State shared revenues											43
44	Road use taxes		222,198					222,198		C46	222,198	44
45												45
46												46
47												47
48	Other state grants and reimbursements											48
49	State grants	3,500						3,500		C89	3,500	49
50	Iowa Department of Transportation							0		C89	0	50
51	Iowa Department of Natural Resources							0		C89	0	51
52	Iowa Department of Economic Development							0		C89	0	52
53	CEBA grants							0		C89	0	53
54								0		C89	0	54
55								0			0	55
56								0			0	56
57								0			0	57
58								0			0	58
59								0			0	59
60	Total state	3,500	222,198	0	0	0	0	225,698	0		225,698	60
61												61
62	Local grants and reimbursements											62
63	County contributions	13,813						13,813			13,813	63
64	Library service	2,689						2,689		D89	2,689	64
65	Township contributions	133,015						133,015		D89	133,015	65
66	Fire/EMT service							0		D89	0	66
67								0		D89	0	67
68								0			0	68
69								0			0	69
70	Total local grants and reimbursements	149,517	0	0	0	0	0	149,517	0		149,517	70
71	TOTAL INTERGOVERNMENTAL (Sum of lines 33, 60, and 70)	159,017	222,198	0	0	0	0	381,215	0		381,215	71
72	Section E - CHARGES FOR FEES AND SERVICE											72
73	Water							0	371,083	A91	371,083	73
74	Sewer							0	261,952	A80	261,952	74
75	Electric							0		A92	0	75
76	Gas							0		A93	0	76
77	Parking							0		A60	0	77
78	Airport							0		A01	0	78
79	Landfill/garbage	43,746						43,746		A81	43,746	79
80	Hospital							0		A36	0	80

Part I REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2013 -- Continued				CITY OF WEST BRANCH			<input type="checkbox"/> GAAP		<input checked="" type="checkbox"/> NON-GAAP = CASH BASIS			
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
81	Section E - CHARGES FOR FEES AND SERVICE - Continued											81
82	Transit							0		A94	0	82
83	Cable TV							0		T15	0	83
84	Internet							0		A03	0	84
85	Telephone							0		A03	0	85
86	Housing authority							0		A50	0	86
87	Storm water							0		A80	0	87
88	Other:											88
89	Nursing home							0		A89	0	89
90	Police service fees							0		A89	0	90
91	Prisoner care							0		A89	0	91
92	Fire service charges							0		A89	0	92
93	Ambulance charges							0		A89	0	93
94	Sidewalk street repair charges							0		A44	0	94
95	Housing and urban renewal charges							0		A50	0	95
96	River port and terminal fees							0		A87	0	96
97	Public scales							0		A89	0	97
98	Cemetery charges	7,150						7,150		A03	7,150	98
99	Library charges							0		A89	0	99
100	Park, recreation, and cultural charges	22,553						22,553		A61	22,553	100
101	Animal control charges							0		A89	0	101
102	Other charges - <i>Specify</i>							0			0	102
103	Subdivision charges	10,522						10,522			10,522	103
104	TOTAL CHARGES FOR SERVICE	83,971	0	0	0	0	0	83,971	633,035		717,006	104
105												105
106	Section F - SPECIAL ASSESSMENTS							0		U01	0	106
107	Section G - MISCELLANEOUS											107
108	Contributions							0		U99	0	108
109	Deposits and sales/fuel tax refunds	1,207						1,207		U99	1,207	109
110	Sale of property and merchandise	2,720					4,080	6,800		U11	6,800	110
111	Fines	5,152						5,152		U30	5,152	111
112	Internal service charges							0		NR	0	112
113	Other miscellaneous - <i>Specify</i>							0			0	113
114	Refunds	7,891						7,891			7,891	114
115	Miscellaneous revenues	33,430						33,430			33,430	115
116	Private Contributions	91,803						91,803			91,803	116
117	Miscellaneous revenues - reimbursements, meters/pipes, etc.	1,646						1,646	2,772		4,418	117
118	Private grants	5,100						5,100			5,100	118
119								0			0	119
120	TOTAL MISCELLANEOUS	148,949	0	0	0	0	4,080	153,029	2,772		155,801	120

Part I REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2013 -- Continued				CITY OF WEST BRANCH			<input type="checkbox"/> GAAP		<input checked="" type="checkbox"/> NON-GAAP = CASH BASIS			
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
121	TOTAL ALL REVENUES (Sum of lines 6, 7, 15,16,22 71, 104, 106, and 120)	1,464,605	566,423	97,387	145,673	0	4,923	2,279,011	635,807		2,914,818	121
122												122
123	Section H - OTHER FINANCING SOURCES											123
124	Proceeds of capital asset sales							0		NR	0	124
125	Proceeds of long-term debt (Excluding TIF internal borrowing)	149,364			1,304,206			1,453,570	1,403,954	NR	2,857,524	125
126	Proceeds of anticipatory warrants or other short-term debt							0		A89	0	126
127	Regular transfers in and interfund loans	80,880	300		100,375			181,555	63,450		245,005	127
128	Internal TIF loans and transfers in							0			0	128
129								0			0	129
130								0			0	130
131	TOTAL OTHER FINANCING SOURCES	230,244	300	0	1,404,581	0	0	1,635,125	1,467,404		3,102,529	131
132	TOTAL REVENUES except for beginning balances (Sum of lines 121 and 131)	1,694,849	566,723	97,387	1,550,254	0	4,923	3,914,136	2,103,211		6,017,347	132
133												133
134	Beginning fund balance July 1, 2012	645,282	103,597	148,087	95,221	0	202,258	1,194,445	419,614		1,614,059	134
135												135
136	TOTAL REVENUES AND OTHER FINANCING SOURCES (Sum of lines 132 and 134)	2,340,131	670,320	245,474	1,645,475	0	207,181	5,108,581	2,522,825		7,631,406	136
137												137
138												138
139												139
140												140
141												141
142												142
143												143
144												144
145												145
146												146
147												147
148												148
149												149
150												150
151												151
152												152
153												153
154												154
155												155
156												156
157												157
158												158
159												159

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2013				CITY OF WEST BRANCH			<input type="checkbox"/> GAAP <input checked="" type="checkbox"/> NON-GAAP = CASH BASIS			
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
1	Section A — PUBLIC SAFETY											1
2	Police department/Crime prevention — Current operation	218,860	52,866					271,726		E62	271,726	2
3	Purchase of land and equipment	44,167						44,167		G62	44,167	3
4	Construction							0		F62	0	4
5	Jail — Current operation							0		E04	0	5
6	Purchase of land and equipment							0		G04	0	6
7	Construction							0		F04	0	7
8	Emergency management — Current operation							0		E89	0	8
9	Purchase of land and equipment							0		G89	0	9
10	Flood control — Current operation							0		E59	0	10
11	Purchase of land and equipment							0		G59	0	11
12	Construction							0		F59	0	12
13	Fire department — Current operation	103,467	75					103,542		E24	103,542	13
14	Purchase of land and equipment	73,978						73,978		G24	73,978	14
15	Construction							0		F24	0	15
16	Ambulance — Current operation							0		E32	0	16
17	Purchase of land and equipment							0		G32	0	17
18	Building inspections — Current operation							0		E66	0	18
19	Purchase of land and equipment							0		G66	0	19
20	Construction							0		F66	0	20
21	Miscellaneous protective services — Current operation							0		E66	0	21
22	Purchase of land and equipment							0		G66	0	22
23	Construction							0		F66	0	23
24	Animal control — Current operation	2,131						2,131		E32	2,131	24
25	Purchase of land and equipment							0		G32	0	25
26	Construction							0		F32	0	26
27	Other public safety — Current operation							0		E89	0	27
28	Purchase of land and equipment							0		G89	0	28
29								0			0	29
30								0			0	30
31								0			0	31
32								0			0	32
33								0			0	33
34								0			0	34
35								0			0	35
36								0			0	36
37								0			0	37
38								0			0	38
39								0			0	39
40	TOTAL PUBLIC SAFETY	442,603	52,941	0	0	0	0	495,544			495,544	40

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2013 -- Continued			CITY OF WEST BRANCH			<input type="checkbox"/> GAAP <input checked="" type="checkbox"/> NON-GAAP = CASH BASIS				
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
41	Section B — PUBLIC WORKS											41
42	Roads, bridges, sidewalks — Current operation	203,626	207,689					411,315		E44	411,315	42
43	Purchase of land and equipment	165,203	45,988					211,191		G44	211,191	43
44	Construction							0		F44	0	44
45	Parking meter and off-street — Current operation							0		E60	0	45
46	Purchase of land and equipment							0		G60	0	46
47	Construction							0		F60	0	47
48	Street lighting — Current operation	28,978						28,978		E44	28,978	48
49	Traffic control safety — Current operation							0		E44	0	49
50	Purchase of land and equipment							0		G44	0	50
51	Construction							0		F44	0	51
52	Snow removal — Current operation							0		E44	0	52
53	Purchase of land and equipment							0		G44	0	53
54	Highway engineering — Current operation							0		E44	0	54
55	Purchase of land and equipment							0		G44	0	55
56	Construction							0		F44	0	56
57	Street cleaning — Current operation							0		E81	0	57
58	Purchase of land and equipment							0		G81	0	58
59	Airport (if not an enterprise) — Current operation							0		E01	0	59
60	Purchase of land and equipment							0		G01	0	60
61	Construction							0		F01	0	61
62	Garbage (if not an enterprise) — Current operation	55,173						55,173		E81	55,173	62
63	Purchase of land and equipment							0		G81	0	63
64	Construction							0		F81	0	64
65	Other public works — Current operation							0		E89	0	65
66	Purchase of land and equipment							0		G89	0	66
67	Construction							0		F89	0	67
68								0			0	68
69								0			0	69
70								0			0	70
71								0			0	71
72								0			0	72
73								0			0	73
74								0			0	74
75								0			0	75
76								0			0	76
77								0			0	77
78								0			0	78
79								0			0	79
80	TOTAL PUBLIC WORKS	452,980	253,677	0	0	0	0	706,657			706,657	80

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2013 -- Continued				CITY OF WEST BRANCH			<input type="checkbox"/> GAAP		<input checked="" type="checkbox"/> NON-GAAP = CASH BASIS		
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.	
81	Section C — HEALTH AND SOCIAL SERVICES											81	
82	Welfare assistance — Current operation							0		E79	0	82	
83	Purchase of land and equipment							0		G79	0	83	
84	City hospital — Current operation							0		E36	0	84	
85	Purchase of land and equipment							0		G36	0	85	
86	Construction							0		F36	0	86	
87	Payments to private hospitals — Current operation							0		E36	0	87	
88	Health regulation and inspections — Current operation							0		E32	0	88	
89	Purchase of land and equipment							0		G32	0	89	
90	Construction							0		F32	0	90	
91	Water, air, and mosquito control — Current operation							0		E32	0	91	
92	Purchase of land and equipment							0		G32	0	92	
93	Construction							0		F32	0	93	
94	Community mental health — Current operation							0		E32	0	94	
95	Purchase of land and equipment							0		G32	0	95	
96	Construction							0		F32	0	96	
97	Other health and social services — Current operation							0		E79	0	97	
98	Purchase of land and equipment							0		G79	0	98	
99	Construction							0		F79	0	99	
100								0			0	100	
101								0			0	101	
102								0			0	102	
103	TOTAL HEALTH AND SOCIAL SERVICES	0	0	0	0	0	0	0			0	103	
104												104	
105												105	
106												106	
107												107	
108												108	
109												109	
110												110	
111												111	
112												112	
113												113	
114												114	
115												115	
116												116	
117												117	
118												118	
119												119	
120												120	

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2013 -- Continued			CITY OF WEST BRANCH			<input type="checkbox"/> GAAP <input checked="" type="checkbox"/> NON-GAAP = CASH BASIS				
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
121	Section D — CULTURE AND RECREATION											121
122	Library services — Current operation	195,958	30,211					226,169		E52	226,169	122
123	Purchase of land and equipment							0		G52	0	123
124	Construction							0		F52	0	124
125	Museum, band, theater — Current operation							0		E61	0	125
126	Purchase of land and equipment							0		G61	0	126
127	Parks — Current operation							0		E61	0	127
128	Purchase of land and equipment							0		G61	0	128
129	Construction							0		F61	0	129
130	Recreation — Current operation	76,762	12,187					88,949		E61	88,949	130
131	Purchase of land and equipment							0		G61	0	131
132	Construction							0		F61	0	132
133	Cemetery — Current operation	69,646	15,621					85,267		E03	85,267	133
134	Purchase of land and equipment							0		G03	0	134
135	Community center, zoo, marina, and auditorium	31,209	912					32,121		E61	32,121	135
136	Other culture and recreation	24,879						24,879		E61	24,879	136
137	Purchase of land and equipment							0		G61	0	137
138	Construction							0		F61	0	138
139	TOTAL CULTURE AND RECREATION	398,454	58,931	0	0	0	0	457,385			457,385	139
140	Section E — COMMUNITY AND ECONOMIC DEVELOPMENT											140
141	Community beautification — Current operation							0		E89	0	141
142	Purchase of land and equipment							0		G89	0	142
143	Economic development — Current operation	21,250						21,250		E89	21,250	143
144	Purchase of land and equipment							0		G89	0	144
145	Housing and urban renewal — Current operation							0		E50	0	145
146	Purchase of land and equipment							0		G50	0	146
147	Construction							0		F50	0	147
148	Planning and zoning — Current operation							0		E29	0	148
149	Purchase of land and equipment							0		G29	0	149
150	Other community and economic development — Current operation			37,387				37,387		E89	37,387	150
151	Purchase of land and equipment							0		G89	0	151
152	Construction							0		F89	0	152
153	TIF Rebates							0		E89	0	153
154	TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT	21,250	0	37,387	0	0	0	58,637			58,637	154
155												155
156												156
157												157
158												158

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

Part II	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2013 -- Continued	CITY OF WEST BRANCH					<input type="checkbox"/> GAAP		<input checked="" type="checkbox"/> NON-GAAP = CASH BASIS				
		Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)
159	Section F — GENERAL GOVERNMENT												159
160	Mayor, council and city manager — Current operation	6,240	556					6,796			E29	6,796	160
161	Purchase of land and equipment							0			G29	0	161
162	Clerk, Treasurer, financial administration — Current operation	147,160	16,625					163,785			E23	163,785	162
163	Purchase of land and equipment							0			G23	0	163
164	Elections — Current operation							0			E89	0	164
165	Purchase of land and equipment							0			G89	0	165
166	Legal services and city attorney — Current operation	51,157						51,157			E25	51,157	166
167	Purchase of land and equipment							0			G25	0	167
168	City hall and general buildings — Current operation							0			E31	0	168
169	Purchase of land and equipment							0			G31	0	169
170	Construction							0			F31	0	170
171	Tort liability — Current operation							0			E89	0	171
172	Other general government — Current operation							0			E89	0	172
173	Purchase of land and equipment							0			G89	0	173
174								0				0	174
175								0				0	175
176	TOTAL GENERAL GOVERNMENT	204,557	17,181	0	0	0	0	221,738				221,738	176
177	Section G — DEBT SERVICE				1,612,805			1,612,805				1,612,805	177
178								0				0	178
179								0				0	179
180								0				0	180
181								0				0	181
182	TOTAL DEBT SERVICE	0	0	0	1,612,805	0	0	1,612,805				1,612,805	182
183	Section H — REGULAR CAPITAL PROJECTS — Specify											0	183
184								0				0	184
185								0				0	185
186								0				0	186
187	Subtotal Regular Capital Projects	0	0	0	0	0	0	0				0	187
188	— TIF CAPITAL PROJECTS — Specify											0	188
189								0				0	189
190								0				0	190
191								0				0	191
192	Subtotal TIF Capital Projects	0	0	0	0	0	0	0				0	192
193	TOTAL CAPITAL PROJECTS	0	0	0	0	0	0	0				0	193
194	TOTAL GOVERNMENTAL ACTIVITIES EXPENDITURES	1,519,844	382,730	37,387	1,612,805	0	0	3,552,766				3,552,766	194
195	(Sum of lines 40, 80, 103, 139, 154, 176, 182, 193)												195
196													196

Part II	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2013 -- Continued			CITY OF WEST BRANCH			<input type="checkbox"/> GAAP <input checked="" type="checkbox"/> NON-GAAP = CASH BASIS					
Line No.	Item description	General (a)	Special revenue (b)	TIF Special revenue (c)	Debt service (d)	Capital projects (e)	Permanent Fund (f)	Total current governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (h)) (i)	Line No.
197	Section I — BUSINESS TYPE ACTIVITIES											197
198	Water — Current operation								259,473	E91	259,473	198
199	Purchase of land and equipment									G91	0	199
200	Construction									F91	0	200
201	Sewer and sewage disposal — Current operation								282,964	E80	282,964	201
202	Purchase of land and equipment								600,664	G80	600,664	202
203	Construction									F80	0	203
204	Electric — Current operation									E92	0	204
205	Purchase of land and equipment									G92	0	205
206	Construction									F92	0	206
207	Gas Utility — Current operation									E93	0	207
208	Purchase of land and equipment									G93	0	208
209	Construction									F93	0	209
210	Parking — Current operation									E60	0	210
211	Purchase of land and equipment									G60	0	211
212	Construction									F60	0	212
213	Airport — Current operation									E01	0	213
214	Purchase of land and equipment									G01	0	214
215	Construction									F01	0	215
216	Landfill/Garbage — Current operation									E81	0	216
217	Purchase of land and equipment									G81	0	217
218	Construction									F81	0	218
219	Hospital — Current operation									E36	0	219
220	Purchase of land and equipment									G36	0	220
221	Construction									F36	0	221
222	Transit — Current operation									E94	0	222
223	Purchase of land and equipment									G94	0	223
224	Construction									F94	0	224
225	Cable TV, telephone, Internet — Current operation									E03	0	225
226	Purchase of land and equipment									G03	0	226
227	Housing authority — Current operation									E50	0	227
228	Purchase of land and equipment									G50	0	228
229	Construction									F50	0	229
230	Storm water — Current operation									E80	0	230
231	Purchase of land and equipment									G80	0	231
232	Construction									F80	0	232
233												233
234												234
235												235
236												236

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2013 -- Continued				CITY OF WEST BRANCH			<input type="checkbox"/> GAAP		<input checked="" type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
237	Section I — BUSINESS TYPE ACTIVITIES — Cont.											237
238	Other business type — Current operation									E89	0	238
239	Purchase of land and equipment									G89	0	239
240	Construction									F89	0	240
241												241
242	Enterprise Debt Service								65,237		65,237	242
243	Enterprise Capital Projects										0	243
244	Enterprise TIF Capital Projects										0	244
245	Internal service funds — Specify											245
246											0	246
247											0	247
248											0	248
249											0	249
250											0	250
251	TOTAL BUSINESS TYPE ACTIVITIES								1,208,338		1,208,338	251
252												252
253	TOTAL EXPENDITURES (Sum of lines 194 and 251)	1,519,844	382,730	37,387	1,612,805	0	0	3,552,766	1,208,338		4,761,104	253
254	Section J — OTHER FINANCING USES INCLUDING TRANSFERS OUT									NE		254
255	Regular transfers out	29,842	100,375				51,338	181,555	63,450		245,005	255
256	Internal TIF loans/repayments and transfers out							0			0	256
257								0			0	257
258	TOTAL OTHER FINANCING USES	29,842	100,375	0	0	0	51,338	181,555	63,450		245,005	258
259	TOTAL EXPENDITURES AND OTHER FINANCING USES (Sum of lines 253 and 258)	1,549,686	483,105	37,387	1,612,805	0	51,338	3,734,321	1,271,788		5,006,109	259
260												260
261	Ending fund balance June 30, 2013:											261
262	Governmental:											262
263	Nonspendable							0			0	263
264	Restricted							0			0	264
265	Committed							0			0	265
266	Assigned							0			0	266
267	Unassigned							0			0	267
268	Total Governmental	0	0	0	0	0	0	0			0	268
269	Proprietary								1,251,037		1,251,037	269
270	Total ending fund balance June 30, 2013	790,445	187,215	208,087	32,670	0	155,843	1,374,260	1,251,037		2,625,297	270
271	TOTAL REQUIREMENTS (Sum of lines 259 and 270)	2,340,131	670,320	245,474	1,645,475	0	207,181	5,108,581	2,522,825		7,631,406	271
272												272

Part III INTERGOVERNMENTAL EXPENDITURES CITY OF WEST BRANCH

Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount, omit cents.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction.....	M05 \$	Highways.....	L44 \$
Health.....	M32	All other.....	L89 \$
Highways.....	M44		
Transit subsidies.....	M94		
Libraries.....	M52		
Police protection.....	M62		
Sewerage.....	M80		
Sanitation.....	M81		
All other.....	M89 \$ \$		

Part IV SALARIES AND WAGES
Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

Total salaries and wages paid.....	Amount - Omit cents	
	2008 \$	
		609,712

Part V DEBT OUTSTANDING, ISSUED, AND RETIRED

A. Long-term debt Purpose	Debt outstanding JULY 1, 2012 (a)	Debt during the fiscal year		Debt Outstanding JUNE 30, 2013				Interest paid this year (h)
		Issued (b)	Retired (c)	General obligation (d)	TIF revenue (e)	Revenue (f)	Other (g)	
1. Water utility	19U \$ 715,000	29U \$	39U \$ 42,000	49U \$	49U \$	49U \$ 673,000	49U \$	191 \$ 23,237
2. Sewer utility	19U	29U	39U	49U	49U	49U	49U	189
3. Electric utility	19U	29U	39U	49U	49U	49U		192
4. Gas utility	19U	29U	39U	49U	49U	49U		193
5. Transit-bus	19U	29U	39U	49U	49U	49U		194
6. Industrial Revenue	19T	24T	34T		44T	44T		189
7. Mortgage revenue	19T	24T	34T		44T	44T		189
8. TIF revenue	19U	29U	39U	49U	49U	49U	49U	189
9. City Office Loan	19U 97,871	29U	39U 97,871	49U	49U	49U	49U	189 4,133
10. Settlement	19U 167,595	29U	39U 10,826	49U 156,769	49U	49U	49U	189 7,567
11. Fire Station Expansion	19U 287,114	29U	39U 92,320	49U 194,794	49U	49U	49U	189 8,055
12. Street Equipment	19U	29U 149,364	39U	49U 149,364	49U	49U	49U	189
13. Water General Improvement	19U 1,293,000	29U	39U 1,293,000	49U	49U	49U	49U	189 30,601
14. GO refund & sewer project	19U	29U 2,730,000	39U 94,241	49U 2,635,759	49U	49U	49U	189 11,577
Total long-term debt	2,560,580	2,879,364	1,630,258	3,136,686	0	673,000	0	85,170

B. Short-term debt	Amount - Omit cents	
Outstanding as of JULY 1, 2012	61V \$	
Outstanding as of JUNE 30, 2013	64V \$	

Part VI DEBT LIMITATION FOR GENERAL OBLIGATION BONDS

Click to visit DOM Valuation WEBSITE. 100% VAL BY INDIVIDUAL LEVY AUTHORITY		Amount - Omit cents	
Actual valuation -- January 1, 2011	\$	168,897,200	x .05 = \$ 8,444,860

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2013

Type of asset	Amount - Omit cents				
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	all other funds (d)	Total (e)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	W01 \$	W31 \$	W61		
	240,758	428,500	50,413	1,905,626	2,625,297

REMARKS V98
General Fund and Special revenue beginning fund balances for July 1, 2012 have been adjusted. General fund balance was adjusted from \$626,576 to \$645,282 and Special revenue was adjusted from \$122,303 to \$103,597. These differences are \$18,706 which was our Tort Liability balance. I added the Tort Liability in to the Special revenue balance incorrectly and it should have been listed in the general fund balance.

ERRORS LISTING PAGE
ERRORS LISTED ON THIS PAGE ARE IN RED

PLEASE CORRECT ALL ERRORS DISPLAYED IN ORDER TO PREVENT THE REPORT FROM BEING RETURNED FOR CORRECTION.	
(1)	GAAP or NON-GAAP Report Basis
(2)	Ending Fund Balance Budget
(3)	Ending Fund Balance / Cash and Investment Assets Comparison (Applicable to NON-GAAP Only)
(4)	Transfers In / Transfers Out Comparisons
(5)	Salaries and Wages
(6)	Cash and Investments

RESOLUTION 1156

**RESOLUTION APPROVING THE SUBMISSION OF THE CITY OF WEST BRANCH
FY 2013 ANNUAL URBAN RENEWAL REPORT**

BE IT RESOLVED by the City Council of the City of West Branch, Cedar County, Iowa, that the 2012-2013 Annual Urban Renewal Report be approved and forwarded to the Iowa Department of Management.

Passed and approved this 18th day of November, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Annual Urban Renewal Report, Fiscal Year 2012 - 2013

Levy Authority Summary

Local Government Name: WEST BRANCH
 Local Government Number: 16G142

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
WEST BRANCH URBAN RENEWAL	16006	9

TIF Debt Outstanding: 408,174

TIF Sp. Rev. Fund Cash Balance as of 07-01-2012:	148,087	0	Amount of 07-01-2012 Cash Balance Restricted for LMI
---	----------------	----------	---

TIF Revenue:	97,387
TIF Sp. Revenue Fund Interest:	0
Asset Sales & Loan Repayments:	0
Total Revenue:	97,387

Rebate Expenditures:	0
Non-Rebate Expenditures:	37,387
Returned to County Treasurer:	0
Total Expenditures:	37,387

TIF Sp. Rev. Fund Cash Balance as of 06-30-2013:	208,087	0	Amount of 06-30-2013 Cash Balance Restricted for LMI
---	----------------	----------	---

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 162,700

Urban Renewal Area Data Collection

Local Government Name: WEST BRANCH (16G142)
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL
 UR Area Number: 16006
 UR Area Creation Date: 11/1989

The City Council of West Branch, Iowa believes that the designation of an area of the City as an economic development/urban renewal area will enhance its attractiveness as a potential site for new and expanding businesses.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
SPRINGDALE TWP/WEST BRANCH SCH/W BR (ORIG 1988)UR TIF INCREM	16093	16094	0
WEST BRANCH CITY AG/WEST BRANCH SCH/W BR (ORIG 1988) UR TIF INCREM	16103	16104	0
WEST BRANCH CITY AG/WEST BRANCH SCH/W BR (AMEND 1993) UR TIF INCREM	16105	16106	0
WEST BRANCH CITY/WEST BRANCH SCH/W BR (ORIG 1988) UR TIF INCREM	16107	16108	0
WEST BRANCH CITY/WEST BRANCH SCH/W BR (AMEND 1993) UR TIF INCREM	16109	16110	0
WEST BRANCH CITY/WEST BRANCH SCH/W BR UR TIF INCREM	16147	16148	1,303,068
WEST BRANCH CITY/WEST BRANCH SCH/ACCIONA/TIF INCREM	16169	16170	2,091,767
WEST BRANCH CITY/WEST BRANCH SCH/P&G3/TIF INCREM	16171	16172	0
WEST BRANCH CITY/WEST BRANCH SCH/P&G2/TIF INCREM	16179	16180	0

Urban Renewal Area Value by Class - 1/1/2011 for FY 2013

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	145,190	12,758,460	24,821,880	20,269,204	0	-7,408	57,987,326	0	57,987,326
Taxable	83,544	6,475,147	24,821,880	20,269,204	0	-7,408	51,642,367	0	51,642,367
Homestead Credits									47

TIF Sp. Rev. Fund Cash Balance as of 07-01-2012: **148,087** **0** **Amount of 07-01-2012 Cash Balance Restricted for LMI**

TIF Revenue: 97,387
 TIF Sp. Revenue Fund Interest: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 97,387

Rebate Expenditures: 0
 Non-Rebate Expenditures: 37,387
 Returned to County Treasurer: 0
Total Expenditures: 37,387

TIF Sp. Rev. Fund Cash Balance as of 06-30-2013: **208,087** **0** **Amount of 06-30-2013 Cash Balance Restricted for LMI**

Projects For WEST BRANCH URBAN RENEWAL

Acciona Windpower North America LLC

Description:	TIF Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

Procter & Gamble Hair Care LLC, Phase 2

Description:	TIF Rebate/Abatement Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

Water Tower #2

Description:	Water System Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Procter & Gamble Hair Care LLC, Phase 1

Description:	TIF Rebate/Abatement Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

Procter & Gamble Hair Care LLC, Phase 3

Description:	TIF Rebate/Abatement Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For WEST BRANCH URBAN RENEWAL

Acciona Windpower North America TIF Rebate Agreement

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/02/2007
FY of Last Payment:	2012

Water Tower #2

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	370,500
Interest:	37,674
Total:	408,174
Annual Appropriation?:	No
Date Incurred:	06/02/2005
FY of Last Payment:	2025

Procter & Gamble Hair Care LLC TIF Rebate Agreement

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	04/17/2007
FY of Last Payment:	2012

Non-Rebates For WEST BRANCH URBAN RENEWAL

TIF Expenditure Amount:	37,387
Tied To Debt:	Water Tower #2
Tied To Project:	Water Tower #2

Rebates For WEST BRANCH URBAN RENEWAL

601 Fawcett Drive, West Branch, IA 52358

TIF Expenditure Amount:	0
Rebate Paid To:	Acciona Windpower NA Acciona Windpower North
Tied To Debt:	America TIF Rebate Agreement Acciona Windpower North
Tied To Project:	America LLC
Projected Final FY of Rebate:	2012

Jobs For WEST BRANCH URBAN RENEWAL

Project:	Procter & Gamble Hair Care LLC, Phase 2
Company Name:	Procter & Gamble Hair Care LLC
Date Agreement Began:	07/10/2007
Date Agreement Ends:	06/30/2020
Number of Jobs Created or Retained:	50
Total Annual Wages of Required Jobs:	1,248,000
Total Estimated Private Capital Investment:	15,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Acciona Windpower North America LLC
Company Name:	Acciona Windpower North America LLC
Date Agreement Began:	07/02/2007
Date Agreement Ends:	06/30/2017
Number of Jobs Created or Retained:	110
Total Annual Wages of Required Jobs:	3,333,616
Total Estimated Private Capital Investment:	11,000,000
Total Estimated Cost of Public Infrastructure:	0

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2013

TIF Taxing District Data Collection

Local Government Name:	WEST BRANCH (16G142)	
Urban Renewal Area:	WEST BRANCH URBAN RENEWAL (16006)	
TIF Taxing District Name:	SPRINGDALE TWP/WEST BRANCH SCH/W BR (ORIG 1988)UR TIF INCREM	
TIF Taxing District Inc. Number:	16094	
TIF Taxing District Base Year:	1988	
FY TIF Revenue First Received:	1997	
Subject to a Statutory end date?	No	

UR Designation	
Slum	No
Blighted	No
Economic Development	12/1989

TIF Taxing District Value by Class - 1/1/2011 for FY 2013

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	77,040	0	1,544,810	203,710	0	0	1,825,560	0	1,825,560
Taxable	44,330	0	1,544,810	203,710	0	0	1,792,850	0	1,792,850
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2013	566,189	1,259,371	0	1,259,371	28,156

FY 2013 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	WEST BRANCH (16G142)	
Urban Renewal Area:	WEST BRANCH URBAN RENEWAL (16006)	
TIF Taxing District Name:	WEST BRANCH CITY AG/WEST BRANCH SCH/W BR (ORIG 1988) UR TIF INCREM	
TIF Taxing District Inc. Number:	16104	
TIF Taxing District Base Year:	1988	
FY TIF Revenue First Received:	1997	
Subject to a Statutory end date?	No	

UR Designation	
Slum	No
Blighted	No
Economic Development	12/1989

TIF Taxing District Value by Class - 1/1/2011 for FY 2013

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	68,150	0	0	0	0	0	68,150	0	68,150
Taxable	39,214	0	0	0	0	0	39,214	0	39,214
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2013	96,406	0	0	0	0

FY 2013 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST BRANCH (16G142)
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)
 TIF Taxing District Name: WEST BRANCH CITY AG/WEST BRANCH SCH/W BR (AMEND 1993) UR TIF INCREM
 TIF Taxing District Inc. Number: 16106
 TIF Taxing District Base Year: 1993
 FY TIF Revenue First Received: 1997
 Subject to a Statutory end date?: No

UR Designation	
Slum	No
Blighted	No
Economic Development	08/1994

TIF Taxing District Value by Class - 1/1/2011 for FY 2013

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2013	9,215	0	0	0	0

FY 2013 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST BRANCH (16G142)
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)
 TIF Taxing District Name: WEST BRANCH CITY/WEST BRANCH SCH/W BR (ORIG 1988) UR TIF INCREM
 TIF Taxing District Inc. Number: 16108
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 1997
 Subject to a Statutory end date?: No

UR Designation	
Slum	No
Blighted	No
Economic Development	12/1989

TIF Taxing District Value by Class - 1/1/2011 for FY 2013

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	5,147,490	3,711,484	0	0	8,858,974	0	8,858,974
Taxable	0	0	5,147,490	3,711,484	0	0	8,858,974	0	8,858,974
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2013	2,423,638	6,435,336	0	6,435,336	189,777

FY 2013 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST BRANCH (16G142)
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)
 TIF Taxing District Name: WEST BRANCH CITY/WEST BRANCH SCH/W BR (AMEND 1993) UR TIF INCREM
 TIF Taxing District Inc. Number: 16110
 TIF Taxing District Base Year: 1993
 FY TIF Revenue First Received: 1997
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	08/1994

TIF Taxing District Value by Class - 1/1/2011 for FY 2013

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	12,758,460	2,184,140	1,188,190	0	-7,408	16,123,382	0	16,123,382
Taxable	0	6,475,147	2,184,140	1,188,190	0	-7,408	9,840,069	0	9,840,069
Homestead Credits									47

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2013	2,761,105	9,840,069	0	9,840,069	290,183

FY 2013 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST BRANCH (16G142)
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)
 TIF Taxing District Name: WEST BRANCH CITY/WEST BRANCH SCH/W BR UR TIF INCREM
 TIF Taxing District Inc. Number: 16148
 TIF Taxing District Base Year: 2001
 FY TIF Revenue First Received: 2002
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2002

TIF Taxing District Value by Class - 1/1/2011 for FY 2013

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	12,838,620	0	0	0	12,838,620	0	12,838,620
Taxable	0	0	12,838,620	0	0	0	12,838,620	0	12,838,620
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2013	43,410	12,795,210	1,303,068	11,492,142	338,902

FY 2013 TIF Revenue Received: 37,387

TIF Taxing District Data Collection

Local Government Name: WEST BRANCH (16G142)
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)
 TIF Taxing District Name: WEST BRANCH CITY/WEST BRANCH SCH/ACCIONA/TIF INCREM
 TIF Taxing District Inc. Number: 16170
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2008
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	12/1989

TIF Taxing District Value by Class - 1/1/2011 for FY 2013

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	15,165,820	0	0	15,165,820	0	15,165,820
Taxable	0	0	0	15,165,820	0	0	15,165,820	0	15,165,820
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2013	4,077,680	11,088,140	2,091,767	8,996,373	265,302

FY 2013 TIF Revenue Received: 60,000

TIF Taxing District Data Collection

Local Government Name: WEST BRANCH (16G142)
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)
 TIF Taxing District Name: WEST BRANCH CITY/WEST BRANCH SCH/P&G3/TIF INCREM
 TIF Taxing District Inc. Number: 16172
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2008
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2028

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2002

TIF Taxing District Value by Class - 1/1/2011 for FY 2013

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,763,750	0	0	0	2,763,750	0	2,763,750
Taxable	0	0	2,763,750	0	0	0	2,763,750	0	2,763,750
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2013	615,330	2,148,420	0	2,148,420	63,357

FY 2013 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: WEST BRANCH (16G142)
 Urban Renewal Area: WEST BRANCH URBAN RENEWAL (16006)
 TIF Taxing District Name: WEST BRANCH CITY/WEST BRANCH SCH/P&G2/TIF INCREM
 TIF Taxing District Inc. Number: 16180
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2002

TIF Taxing District Value by Class - 1/1/2011 for FY 2013

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	343,070	0	0	0	343,070	0	343,070
Taxable	0	0	343,070	0	0	0	343,070	0	343,070
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2013	0	343,070	0	343,070	10,117

FY 2013 TIF Revenue Received: 0

RESOLUTION 1157

A RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE
FUND FOR THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT
FINANCED OBLIGATIONS IN FISCAL YEAR 2015

Councilperson _____ introduced the following Resolution entitled “RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS IN FISCAL YEAR 2015,” and moved that the same be adopted. Councilperson _____ seconded the motion to adopt. The role call was:

AYES:

NAYS:

ABSENT:

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

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

WHEREAS; the City has scheduled payments in the amount of \$37,387 which shall become due in the fiscal year beginning July 1, 2014 with respect to costs associated with the Water Tower #2 Project; and

WHEREAS; it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2014;

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

Section 1. The City Council obligates \$37,387 for appropriation from the Urban Renewal Tax Fund to the Annual Payment in the fiscal year beginning July 1, 2014.

Section 2. The City Clerk is hereby directed not to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2013 certification of debt payable, as funds are currently available in the City’s TIF Debt Service Fund. The City Clerk is however hereby directed to reflect such amount in the City’s budget for the next succeeding fiscal year.

PASSED, ADOPTED AND APPROVED this 18th day of November, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

November 13, 2013

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

The City of West Branch is not asking for any TIF proceeds for fiscal year 2014-2015.

Total: \$0.00

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: West Branch County: Cedar

Urban Renewal Area Name: West Branch Urban Renewal

Urban Renewal Area Number: 16006 (Use five-digit Area Number Assigned by the County Auditor)

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

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 192,455

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

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

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

Notes/Additional Information:

Dated this 19th day of November, 2013

Signature of Authorized Official Telephone 319-643-5888

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

City: West Branch County: Cedar

Urban Renewal Area Name: West Branch Urban Renewal

Urban Renewal Area Number: 16006 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>General Obligation Corporate Purpose and Refunding Bonds, Series 2013 - Water Tower #2 Project</u>	<u>02/04/2013</u>	<u>192,455</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 1: 192,455

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

RESOLUTION NO. 1158

RESOLUTION APPROVING SNOW REMOVAL SERVICES ON PARKSIDE DRIVE FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE.

WHEREAS, it is in the best interest of the City of West Branch and the National Park Service (NPS) to coordinate snow removal; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to provide for snow removal services on Parkside Drive during winter weather; and

WHEREAS, the City of West Branch would provide snow removal services to NPS from November 19, 2013 until May 1, 2014; and

WHEREAS, NPS will pay the City of West Branch \$2,500.00 by May 30, 2014 for the provision of snow removal services on Parkside Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the provision of the aforementioned snow removal services are hereby approved. Further, the Mayor is directed to execute the services on behalf of the City.

Passed and approved this 18th day of November, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



United States Department of the Interior

NATIONAL PARK SERVICE

HERBERT HOOVER NATIONAL HISTORIC SITE
P.O. BOX 607
WEST BRANCH, IOWA 52358-0607



IN REPLY REFER TO:

October 21, 2013

D52(HEHO)

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

Dear Mr. Muckler:

As you are aware, the National Park Service has experienced a reduction in funding through the Federal government budget sequestration process, formally known as the Budget Control Act of 2011 (P.L.112-25). This law and its effect on the budget at Herbert Hoover National Historic Site require a reduction in the overall spending by \$110,000 in our current Fiscal Year 2014.

After reviewing options for reducing expenses while making every attempt to continue basic services in maintenance and interpretation at the park, we find ourselves unable to complete a snow removal contract in this fiscal year. Instead, the park would like to request consideration by the City of West Branch to remove snow on Parkside Drive for a fee which would fall within our micro-purchase authority limit.

To be clear, this is not the desired level of service on the part of the park, as the City of West Branch has always done an exceptional job at removing snow and the park was quite satisfied with the fee previously paid for this service. At the point the fiscal picture would improve again, the park would be interested in returning to the original agreement in so far as the City is agreeable. It is however a move that is required as the park has fewer financial resources from which it can commit for such services.

The support on the part of the City has been exceptional and I am very grateful for this and countless other cooperative efforts which have proven mutually beneficial to each of our respective areas of responsibility. I would be happy to discuss in more detail this matter at your convenience should you choose.

Sincerely,

Peter S. Swisher
Superintendent

RESOLUTION NO. 1160

A RESOLUTION TO AMEND THE WEST BRANCH VOLUNTEER FIRE AND RESCUE
DEPARTMENT CONSTITUTION AND BYLAWS

WHEREAS, the City Council, of the City of West Branch, Iowa approved the Fire & Rescue Constitution and Bylaws on June 24, 2013; and

WHEREAS, Article VIII instituted meeting times; and

WHEREAS, the City Council, of the City of West Branch, Iowa would like to amend Article VIII to change meeting and training nights.

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

Section 1. The Fire Department shall meet regularly on the first Wednesday of each month at 6:30 p.m. for training.

Section 2. The Fire Department Board of Directors shall meet regularly on the second Wednesday of each month at 6:30 p.m.

Section 3. The Fire Department shall meet regularly on the second Wednesday of each month at 7:00 p.m.

Passed and approved this 18th day of November, 2013.

Mark Worrell, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

West Branch Volunteer Fire and Rescue Department Constitution and Bylaws

Amendment #1 Change of Meeting and Training nights. Voted and Approved on 10/2/2013 effective 11/1/2013.

ARTICLE VIII

Meeting Times

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

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

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

Updated and Reinstated on 11/1/2013

Fire Chief: 

Secretary: 

RESOLUTION NO. 1162

RESOLUTION ORDERING THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS;
APPROVING PRELIMINARY PLANS AND FIXING A DATE FOR HEARING FOR THE
SANITARY SEWER REHABILITATION – PHASE I.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable make certain improvements to the City’s wastewater system, namely the rehabilitation of the wastewater system to reduce inflow and infiltration into the system, said Project being referred to as the “Sanitary Sewer Rehabilitation – Phase I (the “Project”); and

WHEREAS, accordingly, the City Council, did heretofore direct the preparation of detailed plans, specifications, estimate of cost and form of contract for said proposed Project; and

WHEREAS, the aforementioned preliminary plans have been created by Veenstra & Kimm Engineers; and pursuant to Chapter 26 of the Code of Iowa, a public hearing must be held on the plans, specifications, form of contract and estimate of cost; and

WHEREAS, in addition, the Council must set a date for the receiving of bids for said Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the public hearing on the plans, specifications, form of contract and estimate of cost be set for 6:30 p.m. on Monday, December 2, 2013 at West Branch City Hall, 100 N. Poplar Street and the Clerk is directed to publish notice of said hearing as required by law.

BE IT FURTHER RESOLVED that bids for the aforementioned project will be received until 2:00 p.m. on November, 26, 2013 in the Office of the City Clerk, West Branch City Hall, 110 N. Poplar Street, West Branch, Iowa 52358. Bid security is hereby set at 5% of the bid.

* * * * *

Passed and approved this 18th day of November, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF SANITARY SEWER REHABILITATION – PHASE 1 FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

Notice is hereby given that the City Council of West Branch, Iowa will meet in the Council Chambers, 110 North Poplar Street, West Branch, Iowa, on the 2nd day of December, 2013 at 6:30 p.m. at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of Sanitary Sewer Rehabilitation – Phase 1 and work incidental thereto for said City.

Sealed proposals will be received by the City Clerk of the City of West Branch, Iowa, at City Hall, 110 North Poplar Street, West Branch, Iowa, until 2:00 p.m. on the 26th day of November, 2013, for the construction of Sanitary Sewer Rehabilitation – Phase 1 as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the December 2nd City Council Meeting or at such later time and place as then may be fixed.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

SANITARY SEWER REHABILITATION – PHASE 1

Construct Sanitary Sewer Rehabilitation – Phase 1 project including all labor, equipment and materials necessary for approximately 4,137 linear feet of 8-inch diameter cured-in-place pipe lining; 8,900 feet of sewer cleaning; televising; air testing; sewer joint and lateral grouting; sewer service connection reinstatement; cured-in-place manhole lining, manhole grouting; and miscellaneous associated work, including cleanup.

NHL-1

368103

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of West Branch, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimate cost of said improvements made by any interested party.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF WEST BRANCH, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes.

NHL-2

368103

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of Hearing and Letting.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

The work will commence within ten (10) days after written Notice to Proceed and shall be completed by May 15, 2014.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the

remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jchambers@techiowa.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Technigraphics, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

This notice is given by order of the Council of the City of WEST BRANCH, Iowa.

CITY OF WEST BRANCH, IOWA

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator

NHL-4

368103

Annual Report 2013

West Branch Public Library Annual Report

July 2012 - June 2013

The Evolution of the Library

The public library currently has a very distinct ideal in many people’s minds. When you think of libraries, many people think of a place that has a large collection of books. This is reasonably so - that was their focus for many years.

Evolution

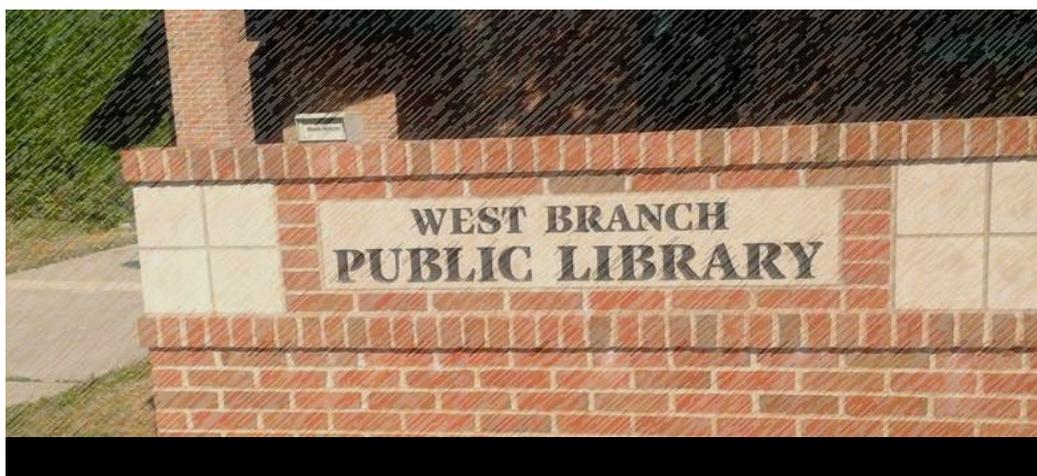
Libraries, while taking on different setups and organizations through their history, have existed to provide educational opportunities. In their beginning, only research texts were allowed and only those researching could enter with public access and novels being allowed some time later. This wasn’t because libraries just wanted to, but because the understanding of how people learn changed. As such, the ideal of a library as a place consisting of just a large collection of books is a snapshot of the library as it existed, reflecting how learning has been conducted during that period of time.

However, views of education and learning are always shifting as the world never remains the same. Computers, the Internet, social media, smart phones, and tablets have changed how people learn and interact. They are now looking to libraries for ways to learn socially, for literacy not just in books but in the massive and constantly changing face of technology, and for opportunities to interact within families and the community. To this idea, libraries must change to help people learn in these ways.

Over the next years, you will hear more about how they West Branch Public Library is looking to adapt to these changes in materials and events, as well as continuing the building project.

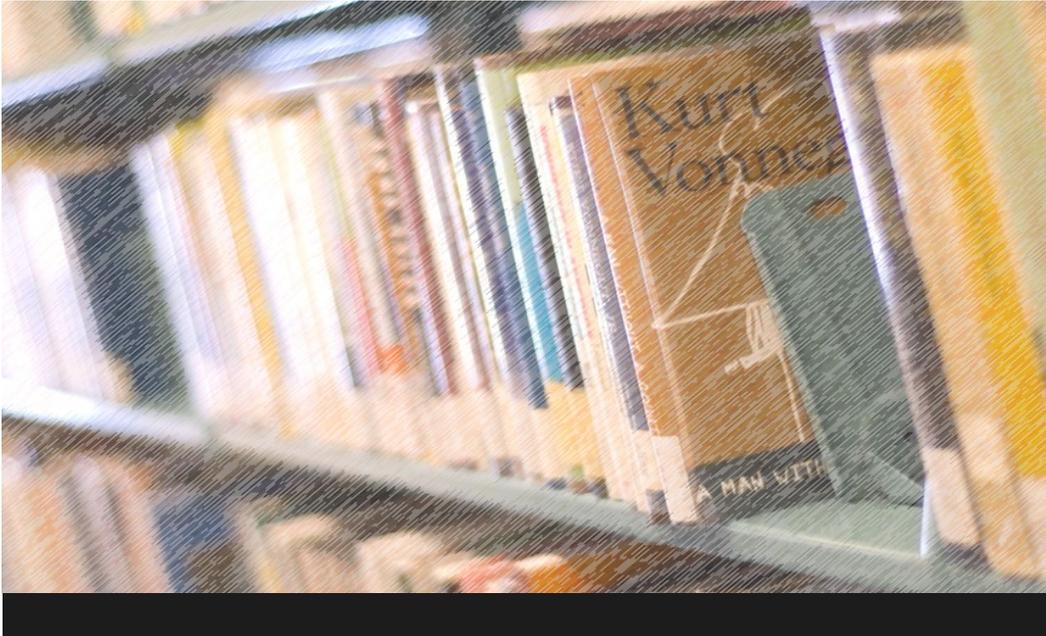
*“We share stuff.
 Stuff you want.
 Stuff you need.
 Stuff you made.*

- *adapted from
 Eli Neiburger
 Ann Arbor
 Public Library*



In This Report

- ◆ Circulation - p. 2
- ◆ Electronic Circulation - p. 2
- ◆ Summer Reading 2013 - p. 3
- ◆ Programming & Events - p. 3
- ◆ Collection Status - p. 4
- ◆ Financial Report - p. 4



Electronic Use

Electronic materials use is a small but rapidly rising section of the library.

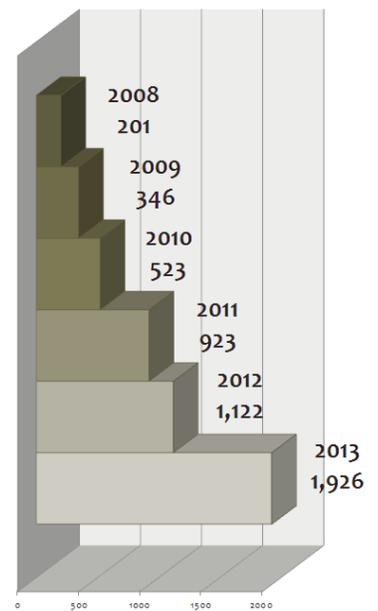
As its rise has interesting implications for library materials and procedures in the future, it will be reported here. However, these items are as of yet only 4% of the total circulation total.

Collection Circulation

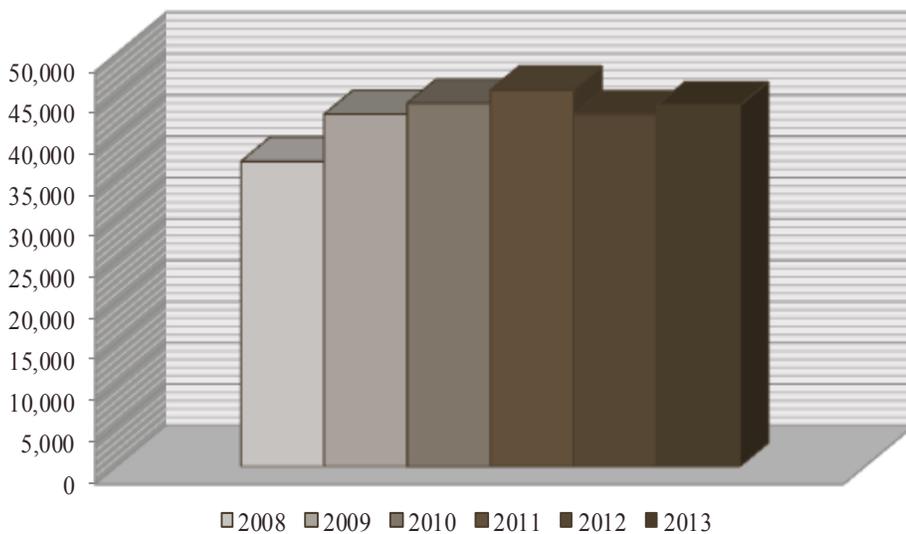
When you think of library circulation, you probably think it's how many books checked out. Reading is still immensely popular with standouts this year including *Gone Girl* by Gillian Flynn and continued favorite *Hunger Games* series by Suzanne Collins.

But circulation has expanded to include much more than books. Electronic materials continue to grow in interest, now making up 4% of all items used at the library. The library now offers access to an ever-growing collection through NEIBORS (neibors.lib.overdrive.com) as well as children's storybooks in Tumblebooks (www.tumblebooks.com). (See the side panel for further details).

During the year, the library also began a collection of Cricut cartridges for those who own the die cut machines and an energy meter to test the electricity use of household items. Further plans include cake pans and a seed exchange.



Electronic Circulation



Annual Circulation

Summer Reading 2013

The Summer Reading Program at the West Branch Public Library is one of the biggest and most well-used library events and services provided and 2013 was no different.

The program is comprised of two primary parts: reading incentives and special events.

In 2013, the library had 280 children, 59 teens, and 85 adults sign up to read for prizes during the summer, a small but continued increase in participation. Children received candy and toys, teens read for gift certificates and activities, while adults read to win a tablet computer.

The library again welcomed special presenters and guests from around the area including magician Rick Brammer for the kickoff event, Cedar County Conservation, Blank Park Zoo, and Science Center of Iowa.

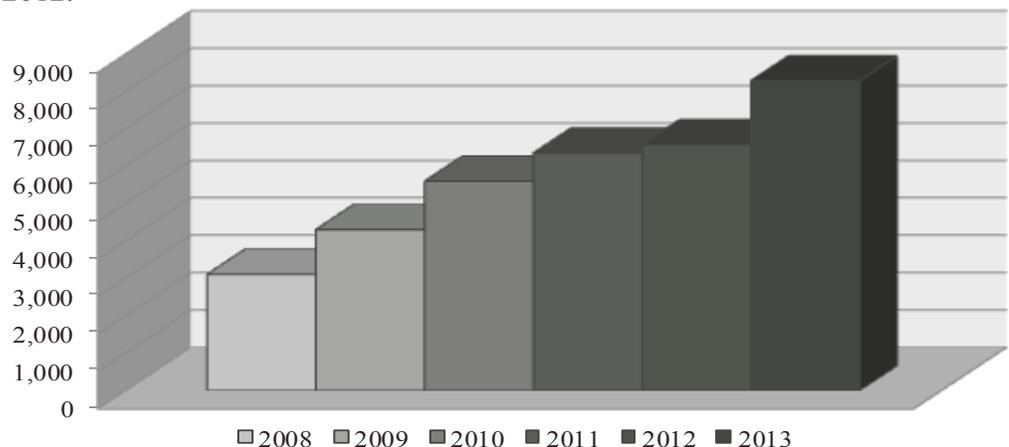


Programs and Events

Programs and events at the library are opportunities for library users of all ages learn and interact as a community. Young children learn social, motor, and literacy skills. School-aged children learn about the world with friends, and adults get a chance to interact with each other and experts in many different areas.

The WBPL worked throughout the year to bring new opportunities for learning and entertainment. Beginning in the fall of 2012, the library began coordinated programs with the National Park Service and the West Branch Parks & Recreation program to provide events after school during afternoons with early releases. In the spring of 2013, the library first hosted Library After Hours, an event for adults to learn in a social atmosphere.

This year, the library had 8,285 program participants, an increase of 1,704 over 2012.



Program Attendance

Collection

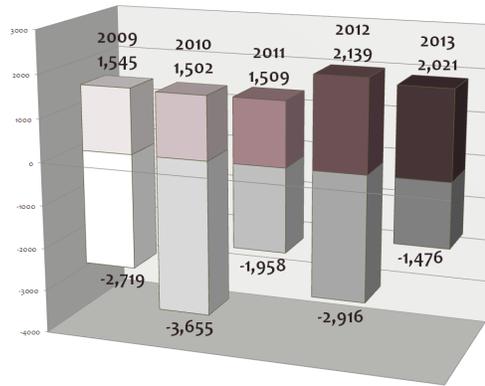
Last year the library ended the year with approximately 19,300 items, ending this year with about 500 more (19,864 exactly). While staying about the same in overall number, the during the year, over 2,000 items were added and 1,400 withdrawn to make room.

Electronic Additions

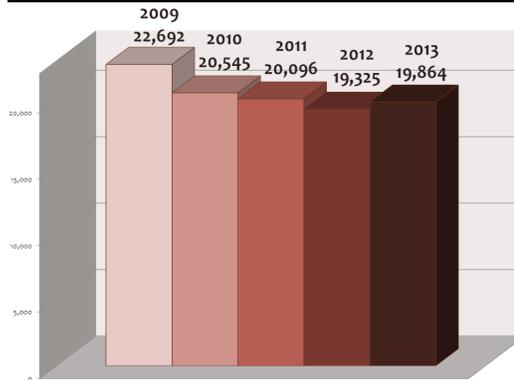
At the beginning of the year, 7,000 electronic copies were available to library users rising to over 9,000 by the end. In all, 1 of every 3 items are not physically found within the walls of the library.

Electronic materials are not constrained by library operating hours, the physical space, or physical wear. Detrimentially, eReaders and tablet computers come with high user costs and many electronic titles cost up to 500% more than their print version.

Collection additions & retractions (physical copies)



Total collection size (physical copies)



Contact Us

Give us a call or send us an email for more information about library services and events

West Branch Public Library
 300 N Downey St.
 PO Box 460
 West Branch, IA 52358
 (319) 643-2633
 staff@westbranch.lib.ia.us
 Visit us on the web at www.wbpl.org

Financial Report

Note: Some income is received prior to the start of the year and some is intended for use in future years. As such, expenditure and income for a single year are not intended to be equal.

Expenditures

Library expenditures were increased in several areas. Further funding was provided for materials spending over the past years and included more for both print and electronic items. Additional amounts were also spent for staff and for the furthering of the library building project and its associated contracts.

Income

The library had a higher income level than prior years. Increased funding was provided from the City of West Branch allowing for more materials, programming, and staffing funds.

The library was also very thankful to receive several very generous donations during the year. It has been said in past years, but it continues that the library could not hope to exist in the same form that it does – to provide the same materials and services – without the continued support of its community. The library board and staff would like to extend our sincerest thanks to those donors.

