

City of West Branch

~ A Heritage for Success ~

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

CITY COUNCIL WORK SESSION #1
Tuesday, January 21, 2014 • 6:00 p.m.
City Council Chambers, 110 North Poplar Street

1. Call to order
2. Roll call
3. City Attorney Kevin Olson – Code of Ethics and Code of Conduct
4. Adjourn

CITY COUNCIL MEETING AGENDA
Tuesday, January 21, 2014 • 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 December 16, 2013 City Council Work Session #1.
 - b. Approve minutes from the December 16, 2013 City Council Meeting.
 - c. Approve minutes from the December 16, 2013 City Council Work Session #2.
 - d. Approve claims.
 - e. Approve Class E liquor license, including carryout beer; carryout wine, and Sunday sales privileges for Fisher's Market Nauvoo, IL DBA Dewey's Jack & Jill.
 - f. Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell – Recognition of Plato Electric
 - b. Councilperson Tim Shields - Appointments/Reappointments/Move to action.
 - i. Mike Fryauf – Park & Recreation Commission, June 30, 2016
 - c. Mayor Mark Worrell - Appointments/Reappointments/Move to action.
 - i. David Hosier, Asst. Fire Chief – EMA Board Representative

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

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CITY COUNCIL MEETING AGENDA
Tuesday, January 21, 2014 • 6:30 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- d. Councilperson Brian Pierce - Appointments/Reappointments/Move to action.
 - i. Jose Gongora – West Branch Volunteer Firefighter
 - ii. Brad Ratliff – West Branch Volunteer Firefighter
- e. Resolution 1171, approving an Amendment to Subscription Agreement with Tyler Technologies, Inc. in the amount of \$16,756./Move to action.
- f. Resolution 1172, setting the salary for an appointed officer of the City of West Branch, Iowa for the fiscal year 2013-2014./Move to action.
- g. Resolution 1173, providing for a health insurance benefit to be paid to employees covered by another insurance policy./Move to action.
8. City Staff Reports
 - a. Park & Rec Director Melissa Russell – Park & Rec Annual Report
9. Comments from Mayor and Council Members
10. Motion to adjourn to closed session to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where the disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation pursuant to Section 21.5(c) of the Code of Iowa.
11. Adjournment

CITY COUNCIL WORK SESSION #2
Tuesday, January 21, 2014
Immediately following regular City Council Meeting
City Council Chambers, 110 North Poplar Street

1. Call to order
2. Roll call
3. Presentation of Revised Total Employee Compensation – FY 2014-2015 Proposal
4. Presentation of Fiscal Year 2014-2015 Revenue Estimate Proposal
5. Department Director Budget Non-Salary Expenditure Presentations
6. Council Member Input - Questions and Comments for Staff
7. Adjournment

Mayor: Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson
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

RESOLUTION NO. 966

A RESOLUTION TO ADOPT A CODE OF ETHICS FOR MEMBERS OF THE WEST BRANCH
CITY COUNCIL

WHEREAS, the City Council, of the City of West Branch, Iowa deems it advisable to adopt a Code of Ethics for Members of the West Branch City Council; and

WHEREAS, The citizens and businesses of West Branch are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity.

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

Section 1. That the Code of Ethics set forth in Exhibit "A" attached hereto and made a part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 3rd day of January, 2012.

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

EXHIBIT “A”

CODE OF ETHICS FOR MEMBERS OF THE WEST BRANCH CITY COUNCIL

Preamble

The citizens and businesses of West Branch are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of West Branch's Commitment to Excellence, the effective functioning of democratic government therefore requires that:

Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and fair in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the West Branch City Council has adopted a Code of Ethics for members of the City Council to assure public confidence in the integrity of local government and its effective and fair operation.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of West Branch and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the West Branch City Council.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of Iowa and the City of West Branch in the performance of their public duties. These laws include, but are not limited to: the United States and Iowa constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

6. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

In accordance with the law, no member shall participate in the disposition of any matter in which he or she is interested. For purposes of this section “interested” includes any direct or indirect financial or personal interest held by a member or member of his/her family. Before any matter is heard, a member having an interest shall state it and withdraw from participation, or he/she may disclose the facts involved and request a determination by the Council of whether a conflict of interest exists. Any question of the existence or non-existence of a conflict of interest sufficient to disqualify a member from participating in the disposition of any matter shall be decided by a majority vote of the other members of the Council. In case of a tie, the member shall be disqualified.

7. Gifts and Favors

Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits, which might compromise their independence of judgment or action or give the appearance of being compromised.

8. Confidential Information

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

9. Use of Public Resources

Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

10. Representation of Private Interests

In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City.

11. Advocacy

Members shall represent the official policies or positions of the City Council to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of West Branch, nor will they allow the inference that they do.

12. Policy Role of Members

Members shall respect and adhere to the mayor-council structure of West Branch city government as outlined by the Chapter 372.4 of Iowa Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff.

The City Administrator/Clerk shall be directly responsible to the Council for the administration of municipal affairs as directed by that body. All departmental activity requiring the attention of the council

shall be brought before the body by the Administrator/Clerk and all Council involvement in administration initiated by the Council must be coordinated through the Administrator/Clerk.

13. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

14. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

15. Implementation

As an expression of the standards of conduct for members expected by the City, the West Branch Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of West Branch code of ethics. In addition, the Code of Ethics shall be annually reviewed by the City Council and the City Council shall update it as necessary.

16. Compliance and Enforcement

The West Branch Code of Ethics expresses standards of ethical conduct expected for members of the West Branch City Council. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

City Council members who intentionally and repeatedly do not follow proper ethical standards may be reprimanded or formally censured by the Council. It is the responsibility of the Council to initiate action if a Council member's behavior may warrant censure. Council members should point out to the offending Council member infractions of the Code of Ethics or Code of Conduct.

If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Mayor Pro-Tem. It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant censure. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Ethics or Code of Conduct is outside of the observed behaviors by the Mayor or Council members, the alleged violation should be referred to the Mayor. The Mayor should ask the City Administrator and/or the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to discussing and counseling the individual on the violations or recommending censure to the full Council to consider in a public meeting.

A violation of this Code of Ethics shall not be considered a basis for challenging the validity of a Council decision.

**Model of Excellence
West Branch City Council
MEMBER STATEMENT**

As a member of the West Branch City Council, I agree to uphold the Code of Ethics and the Code of Conduct for elected and appointed officials adopted by the City and conduct myself by the following model of excellence. I will:

Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;

Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;

Respect the dignity and privacy of individuals and organizations;

Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

Avoid and discourage conduct, which is divisive or harmful to the best interests of West Branch;

Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the City of West Branch Code of Ethics and the City of West Branch Code of Conduct.

Signature _____
Date

Printed Name

RESOLUTION NO. 967

A RESOLUTION TO ADOPT A CODE OF CONDUCT FOR MEMBERS OF THE WEST BRANCH
CITY COUNCIL

WHEREAS, the City Council, of the City of West Branch, Iowa deems it advisable to adopt a Code of Conduct for Members of the West Branch City Council; and

WHEREAS, the citizens and businesses of West Branch are entitled to have Council members who treat one another, city staff, constituents and others with respect.

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

Section 1. That the Code of Conduct set forth in Exhibit "A" attached hereto and made a part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 3rd day of January, 2012.

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

EXHIBIT “A”

CODE OF CONDUCT FOR MEMBERS OF THE WEST BRANCH CITY COUNCIL

Roles, Responsibilities and Respect

This Code of Conduct is designed to describe the manner in which Council members should treat one another, city staff, constituents, and others they come into contact with in representing the City of West Branch.

The constant and consistent theme through all of the conduct guidelines is "respect." Council members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Council members to do the right thing in even the most difficult situations.

All Council members:

All members of the City Council have equal votes. No Council member has more power than any other Council member, and all should be treated with equal respect. Council members must recognize that they act collectively as a governing body during properly noticed public meetings. Members must recognize that they do not have authority to make decisions or take individual actions on behalf of the City Council unless expressly directed to do so by the City Council.

All Council members should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration and courtesy to others.
- Prepare in advance of Council meetings and be familiar with issues on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people’s time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in West Branch government.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Code of Conduct.

Policies & Protocol Related to Conduct

Ceremonial Events

Requests for a City representative at ceremonial events will be handled by City staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor will recommend which Council member should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Council members at their homes are presumed to be for unofficial, personal consideration.

Endorsement of Candidates

Council members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during Council meetings or other official City meetings.

Council Conduct with One Another

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues. Council members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the City Council, boards, commissions, committees, staff or the public.

IN PUBLIC MEETINGS

- **Practice civility and decorum in discussions and debate**

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

- **Honor the role of the Chair in maintaining order**

It is the responsibility of the Chair to keep the comments of Council members on track during public meetings. Council members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- **Avoid personal comments that could offend other Council members**

If a Council member is personally offended by the remarks of another Council member, the offended Council member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Council member to justify or apologize for the language used. The Chair will maintain control of this discussion.

- **Demonstrate effective problem-solving approaches**

Council members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

IN PRIVATE ENCOUNTERS

- **Continue respectful behavior in private**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the insecurity of written notes, voicemail messages, and email**

Technology allows words written or said without much forethought to be distributed far and wide. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message was played on a speaker phone in a full office? What would happen if this e-mail message was forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

- **Even private conversations can have a public presence**

Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

Council Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff who implements and administers the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- **Treat all staff as professionals**

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

- **Limit contact to specific City staff**

Questions of City staff and/or requests for additional background information should be directed only to the City Administrator or Department Heads. The Office of the City Administrator should be copied on any request.

Requests for follow-up or directions to staff should be made only through the City Administrator. When in doubt about what staff contact is appropriate, Council members should ask the City Administrator for direction. Materials supplied to a Council member in response to a request will be made available to all members of the Council so that all have equal access to information.

- **Do not disrupt City staff from their jobs**

Council members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

- **Never publicly criticize an individual employee**

Council members should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Administrator through private correspondence or conversation.

- **Do not get involved in administrative functions**

Council members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

- **Check with City staff on correspondence before taking action**

Before sending correspondence, Council members should check with City staff to see if an official City response has already been sent or is in progress.

- **Do not attend meetings with City staff unless requested by staff.**

Even if the Council member does not say anything, the Council member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

- **Limit requests for staff support**

Requests for staff support – even in high priority or emergency situations -- should be made to the City Administrator who is responsible for allocating City resources in order to maintain a professional, well-run City government.

- **Do not solicit political support from staff**

Council members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

Council Conduct with the Public

IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Council members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with care and gentleness**

The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.

- **Be fair and equitable in allocating public hearing time to individual speakers**

The Chair will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated five-minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Council requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Chair reopens the public hearing for a limited and specific purpose.

- **Give the appearance of active listening**

It is disconcerting to speakers to have Council members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom. There shall be no sidebar conversations.

- **Ask for clarification, but avoid debate and argument with the public**

Only the Chair or City Administrator – not individual Council members -- can interrupt a speaker during a presentation. However, a Council member can ask the Chair for a point of order if the speaker is off the topic or exhibiting behavior or language the Council member finds disturbing.

If speakers become flustered or defensive by Council questions, it is the responsibility of the Chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Council members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

- **No personal attacks of any kind, under any circumstance**

Council members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

- **Follow parliamentary procedure in conducting public meetings**

The City Administrator serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. The Chair, subject to the appeal of the full Council makes final rulings on parliamentary procedure.

IN UNOFFICIAL SETTINGS

- **Make no promises on behalf of the Council**

Council members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (fix a pothole, remove a library book fine, plant new flowers in the median, etc.).

- **Make no personal comments about other Council members**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council members, their opinions and actions.

- **Remember that you are a highly visible member of the City**

Council members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of West Branch. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Council Conduct with Other Public Agencies

- **Be clear about representing the city or personal interests**

If a Council member appears before another governmental agency or organization to give a statement on an issue, the Council member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the Council.

If the Council member is representing the City, the Council member must support and advocate the official City position on an issue, not a personal viewpoint.

- **Correspondence also should be equally clear about representation**

City letterhead may be used when the Council member is representing the City and the City's official position. A copy of official correspondence should be given to the City Administrator to be filed at City Hall as part of the permanent public record.

City letterhead is not be used for correspondence of Council members representing a personal point of view or a dissenting point of view from an official Council position.

Council Conduct with Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **If attending a Board or Commission meeting, be careful to only express personal opinions**

Council members may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Council member at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

- **Limit contact with Board and Commission members to questions of clarification**

It is inappropriate for a Council member to contact a Board or Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Council members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

Council Conduct with the Media

Council members are frequently contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go "off the record"**

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- **The Mayor and City Administrator are the official spokespersons for the representative on City position.**

The Mayor and City Administrator are the designated representatives of the Council to present and speak on the official City position. If an individual Council member is contacted by the media, the Council member should be clear about whether their comments represent the official City position or a personal viewpoint.

- **Choose words carefully and cautiously**

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Sanctions

- **Public Disruption**

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

- **Inappropriate Staff Behavior**

Council members should refer to the City Administrator any City staff who does not follow proper conduct in their dealings with Council members, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions. (Please refer to the section on Council Conduct with City Staff for more details on interaction with Staff.)

- **Council members Behavior and Conduct**

City Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. It is the responsibility of the Council to initiate action if a Council member's behavior may warrant censure. Council members should point out to the offending Council member infractions of the Code of Ethics or Code of Conduct.

If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Mayor Pro-Tem. It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant censure. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Ethics or Code of Conduct is outside of the observed behaviors by the Mayor or Council members, the alleged violation should be referred to the Mayor. The Mayor should ask the City Administrator and/or the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to discussing and counseling the individual on the violations or recommending censure to the full Council to consider in a public meeting.

A violation of this Code of Conduct shall not be considered a basis for challenging the validity of a Council decision.

(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**

**January 6, 2014
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, Administrative Assistant Shanelle Peden, Police Chief Mike Horihan, Police Officer Alex Koch, Library Director Nick Shimmin, and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, and Tim Shields. Councilperson Mary Beth Stevenson entered the work session at 6:15 p.m.

City Administrator Muckler completed the swearing in of Mayor Mark Worrell. Mayor Mark Worrell completed the swearing in of Councilperson Stevenson after she entered the work session.

City Attorney Olson gave an overview to the Council regarding open meetings and open records laws. City Attorney Olson also explained the Iowa Gift Law and how it applies to council, mayor, and city employees. City Attorney Olson added that anyone can file a complaint regarding a gift to a public official through the Iowa Public Information Board.

City Attorney Olson remarked there are several types of closed session records, including items such as pending litigation, personnel matters, and the purchase of property. Mayor Worrell asked when closed session records are available. These documents are sealed and not available for public view. City Attorney Olson added that the City can assess reasonable fees for reproducing documents and that the viewing process requires staff supervision.

Councilperson Stevenson asked what the procedure is if an issue does not pass, and if an item can be brought back for a vote again. City Attorney Olson responded that members who voted no before cannot bring back an item and that the process does not apply to new voting members.

Motion by Ellyson to adjourn the work session, second by Shields. Motion carried on a voice vote. City Council Work Session adjourned at 6:30 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

**January 6, 2014
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, Administrative Assistant Shanelle Peden, Police Chief Mike Horihan, Police Officer Alex Koch, Library Director Nick Shimmin, Parks & Rec Director Melissa Russell, and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, and Tim Shields, and Mary Beth Stevenson.

APPROVE AGENDA/CONSENT AGENDA

- a. Approve minutes from the December 16, 2013 City Council Meeting.
- b. Approve claims.
- c. Approve 2014 City Council Meeting Schedule.
- d. Approve Class C beer license including Class B native wine and Sunday Sales privileges for Shivji LLC DBA BP Amoco.

Motion by Ellyson to approve, seconded by Shields. AYES: Ellyson, Shields, Miller, Pierce, Stevenson. NAYS: None. Motion carried.

Date 1-6-14	City of West Branch	
Blue Cross Blue Shield	Insurance	10,465.41
Dearborn National Insurance	Life Insurance	60.10
EFTPS	Federal Withholdings	7,319.31
Iowa Department Of Revenue	Payroll Expense	898.92
Iowa Municipal Finance Officers	Admin -IIMC Conference Bus Deposit	100.00
IPERS	IPERS	8,211.48
Main Street West Branch	Streets - Main St. Sidewalk Agr. pmt	3,581.13
Muckler, Matt	Admin - Reimbursement	140.17
Nudd, Byron	Water - Utility Refund	40.85
Payroll Expense	Payroll Expense 12-20-13	32,635.53
Wageworks	Flex - HCFA2013	254.89
		63,707.79
Fund Totals		
001 General Fund		32,264.40
031 Library		5,063.16
110 Road Use Tax		2.16
112 Trust And Agency		11,912.03
600 Water Fund		7,689.94
610 Sewer Fund		6,521.21
950 BC/BS Flexible Benefit		254.89
Grand Total		63,707.79

COMMUNICATIONS/OPEN FORUM

Representative Bobby Kaufmann spoke to the Council regarding the legislative session in the Iowa House of Representatives. Kaufmann discussed his membership in the Emergency Management Services Study Committee. Kaufmann commended the City of West Branch for its responsible use of TIF dollars. Kaufmann added that he understands the City's concern for the recent property tax legislation. Kaufmann ended his comments by inviting those with an interest in a particular issue to contact him.

PUBLIC HEARING/NON-CONSENT AGENDA

Resolution 1170-Adopting a policy authorizing the city clerk or deputy city clerk to pay certain bills prior to the City Council's approval.

Motion by Ellyson, second by Stevenson to approve Resolution 1170. AYES: Ellyson, Stevenson, Miller, Pierce, Shields. NAYS: None. ABSENT: None. Motion carried.

Councilperson Brian Pierce-Appointment of Kami Poppen to Zoning Board of Adjustment

Motion by Miller to approve the appointment of Kami Poppen to Zoning Board of Adjustment, second by Shields. AYES: Miller, Shields, Ellyson, Pierce, Stevenson. NAYS: None. ABSENT: None. Motion carried.

Councilperson Colton Miller-Reappointment of Wayne Frauenholtz to Zoning Board of Adjustment

Motion by Shields to approve the reappointment of Wayne Frauenholtz to Zoning Board of Adjustment, second by Pierce. AYES: Shields, Pierce, Ellyson, Miller, Stevenson. NAYS: None. ABSENT: None. Motion carried.

Councilperson Mary Beth Stevenson-Appointment of Paul Stagg as Zoning Administrator

Motion by Miller to approve the appointment of Paul Stagg as Zoning Administrator, second by Ellyson. AYES: Miller, Ellyson, Pierce, Shields, Stevenson. NAYS: None. ABSENT: None. Motion carried.

Councilperson Jordan Ellyson-Appointments of Nevin Tucker as a West Branch Volunteer Firefighter and Allison Kusick as a West Branch Volunteer Cadet.

Motion by Stevenson to approve the appointments of Nevin Tucker and Allison Kusick to the West Branch Fire Department, second by Pierce. AYES: Stevenson, Pierce, Ellyson, Miller, Shields. NAYS: None. ABSENT: None. Motion carried.

Councilperson Tim Shields-Appointment of Mayor Mark Worrell to the Cedar County Economic Development Corporation

Motion by Miller to approve the appointment of Mayor Mark Worrell to the Cedar County Economic Development Corporation, second by Ellyson. AYES: Miller, Ellyson, Pierce, Shields, Stevenson. NAYS: None. ABSENT: None. Motion carried.

Mayor Mark Worrell-Appointments of Mayor Pro Tem Colton Miller, West Branch Times as the Official City Newspaper, Dr. Thomas Novak as the Public Health Officer, West Branch Animal Clinic as the Animal Control Facility, Dave Schechinger as City Engineer, Leesa Johnson to Animal Control Commission, Lane Shields to Historic Preservation Commission, and Beth Noe to Parks & Recreation Commission.

Motion by Shields to approve the appointment of Colton Miller as Mayor Pro Tem, second by Stevenson. AYES: Shields, Stevenson, Ellyson, Pierce. NAYS: None. ABSTAIN: Miller. Motion carried. Motion by

Ellyson to approve the appointments of the West Branch Times as the Official City Newspaper, Dr. Thomas Novak as the Public Health Officer, West Branch Animal Clinic as the Animal Control Facility, Dave Schechinger as City Engineer, Leesa Johnson to Animal Control Commission, Lane Shields to Historic Preservation Commission, and Beth Noe to Parks & Recreation Commission, second by Stevenson. AYES: Ellyson, Stevenson, Miller, Pierce, Shields. NAYS: None. ABSENT: None. Motion carried.

ADJOURNMENT

Motion by Ellyson to adjourn the meeting, second by Miller. Motion carried on a voice vote. City Council meeting adjourned at 7:08 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
Work Session #2**

**January 6, 2014
7:10 p.m.**

Mayor Mark 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, Administrative Assistant Shanelle Peden, Fire Chief Kevin Stoolman, Police Chief Mike Horihan, Police Officer Koch, Library Director Nick Shimmin, Parks & Recreation Director Melissa Russell, and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, and Tim Shields, and Mary Beth Stevenson.

City Administrator Muckler referred the Council to the work session that took place on September 3, 2013 where Council members adopted a list of goals for the City. Councilperson Pierce encouraged an upgrade to technology which would allow for electronic access by Council members to City information. Library Director Shimmin presented and proposed that he would expand the role as the Library Director to include information technology duties. The proposal includes the conversion of a part time staff position at the Library to full time position. Shimmin concluded that a large portion of the funding for this proposal would be paid for by cable franchise fees. City Administrator Muckler added that the City receives approximately \$26,000.00 in franchise fees each year. Councilperson Shields asked if the City was able to find out how many visitors it has to its website.

City Administrator Muckler introduced a compensation proposal for FY15. The current proposal is three percent for most employees, with some larger increases for a few staff with added responsibilities and years of service to the City. City Administrator Muckler also noted that employee hire dates are included per the request of Councilperson Shields. Councilperson Stevenson asked if a standardized compensation and classification process could be developed for evaluation purposes. Councilperson Miller responded that despite development of such a process, the current Council cannot bind a future Council to specific employee compensation packages. Councilperson Shields asked what the process was for employee years of service recognition and how an employee is compensated if s/he elects not to take the City's insurance coverage and this would be brought back to Council by resolution.

Parks & Recreation Director Russell gave a proposal to the Council, asking for an increase of 173 staff hours, occurring mainly during summer programming. Russell said she hopes to find one individual to fill the hours used. Council members concurred that the individual should be over 18 years of age and preferably CPR certified. Russell added that she would like to expand the Summer League, yet hopefully keep costs the same. She also noted that inquiries for water and restroom facilities have been requested for Lions Field.

Police Chief Horihan indicated that his department attempts to provide as close to 24 hour coverage for the City as possible. Chief Horihan added that each staff member is on call for approximately 20 additional hours of work each week in addition to the regularly scheduled 40 hours of work per officer. Chief Horihan also noted that he would be involved with the National Incident Management System (NIMS) training. Chief Horihan concluded with the department's willingness to apply for a Community Oriented Policing Services (COPS) grant to secure additional officer hours.

Fire Chief Stoolman remarked that funding for the fire department is paid by both the City and Cedar and Johnson County Townships. Chief Stoolman also shared a fire department equipment replacement schedule with Council. Chief Stoolman noted that the Department's receipt of a \$75,000.00 donation will be helpful towards the purchase of upcoming equipment. Chief Stoolman concluded the discussion with the departments need to replace a pumper truck within the next five years.

City Administrator Muckler noted that Public Works Director Matt Goodale was unable to attend and shared priorities for the Public Works department. Muckler discussed the Beranek Street project. City Administrator Muckler also added that Public Works budget includes is interested in construction of a pedestrian bridge and indicated that the City would reapply for REAP grant in hope of receiving funding. City Administrator Muckler concluded with the Department's for the purchase of a new leaf vacuum and utility truck.

Motion by Miller to adjourn the work session, second by Ellyson. Motion carried on a voice vote. City Council work session adjourned at 9:30 p.m.

Mark Worrell, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AERO RENTAL INC	1/21/14	FIRE - BROOM & BRUSHES	GENERAL FUND	FIRE OPERATION	221.49_
				TOTAL:	221.49_
AGVANTAGE FS INC	1/21/14	STREETS - LP GAS	ROAD USE TAX	ROADS & STREETS	619.22_
				TOTAL:	619.22_
ALLIANT ENERGY	1/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	POLICE OPERATION	163.57
	1/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	FIRE OPERATION	490.72
	1/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	2,099.42
	1/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	164.97
	1/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	239.56
	1/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	PARK & RECREATION	23.56
	1/10/14	PARK&REC - 219 E GREEN ST	GENERAL FUND	PARK & RECREATION	12.59
	1/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	CLERK & TREASURER	195.03
	1/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	LOCAL CABLE ACCESS	100.00
	1/10/14	VARIOUS DEPTS - UTILITIES	CIVIC CENTER	TOWN HALL	403.89
	1/10/14	VARIOUS DEPTS - UTILITIES	LIBRARY	LIBRARY	354.86
	1/10/14	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	206.30
	1/10/14	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	973.26
	1/10/14	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	364.65
	1/10/14	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	629.23
	1/21/14	WATER - UTILITIES	WATER FUND	WATER OPERATING	165.46
	1/10/14	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	229.65
	1/10/14	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	754.86
	1/10/14	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	712.85_
				TOTAL:	8,284.43_
AMSAN	1/21/14	POLICE/TH/LIB - SUPPLIES	GENERAL FUND	POLICE OPERATION	23.54
	1/21/14	POLICE/TH/LIB - SUPPLIES	CIVIC CENTER	TOWN HALL	54.40
	1/21/14	POLICE/TH/LIB - SUPPLIES	LIBRARY	LIBRARY	34.15_
				TOTAL:	112.09_
BAKER & TAYLOR INC.	1/21/14	LIBRARY - BOOKS	LIBRARY	LIBRARY	735.07_
				TOTAL:	735.07_
BARRON MOTOR SUPPLY	1/21/14	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	584.04_
				TOTAL:	584.04_
BEAN & BEAN	1/21/14	CEMETERY - GRAVE OPENINGS	GENERAL FUND	CEMETERY	3,000.00_
				TOTAL:	3,000.00_
BIG COUNTRY SEEDS INC	1/21/14	STREETS - ICE BUSTER	ROAD USE TAX	ROADS & STREETS	428.75_
				TOTAL:	428.75_
BP AMOCO	1/21/14	POLICE/FIRE/STREETS - FUEL	GENERAL FUND	POLICE OPERATION	721.83
	1/21/14	POLICE/FIRE/STREETS - FUEL	GENERAL FUND	FIRE OPERATION	101.97
	1/21/14	POLICE/FIRE/STREETS - FUEL	ROAD USE TAX	ROADS & STREETS	1,166.88_
				TOTAL:	1,990.68_
BUSINESS RADIO SALES	1/21/14	FIRE - BATTERIES	GENERAL FUND	FIRE OPERATION	70.00_
				TOTAL:	70.00_
CEDAR RAPIDS PHOTO COPY INC	1/21/14	LIBRARY - SERVICE	LIBRARY	LIBRARY	41.63_
				TOTAL:	41.63_
CLERK OF THE IOWA SUPREME COURT	1/08/14	ADMIN - APPEAL FILING FEE	GENERAL FUND	CLERK & TREASURER	100.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	100.00
COMMUNITY STATE BANK	1/03/14	FIRE DEPT EXPANSION LOAN P	GO DEBT SERVICE	BONDING	7,951.77
	1/03/14	FIRE DEPT EXPANSION LOAN P	GO DEBT SERVICE	BONDING	412.80
				TOTAL:	8,364.57
CULLIGAN WATER TECHNOLOGIES	1/21/14	FIRE - WATER COND RENTAL	GENERAL FUND	FIRE OPERATION	33.70
				TOTAL:	33.70
DAVE SEYDEL AUTO & TRUCK, INC.	1/21/14	STREETS - PSI HOSE	ROAD USE TAX	ROADS & STREETS	163.66
				TOTAL:	163.66
DEWEYS JACK & JILL	1/21/14	WATER - SUPPLIES	WATER FUND	WATER OPERATING	5.37
				TOTAL:	5.37
ED.M.FELD EQUIPMENT CO. INC	1/21/14	FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	65.00
				TOTAL:	65.00
EFTPS	1/03/14	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,362.33
	1/03/14	SOCIAL SECURITY WITHHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	887.64
	1/03/14	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	207.61
	1/03/14	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	301.31
	1/03/14	SOCIAL SECURITY WITHHHOLDI	LIBRARY	NON-DEPARTMENTAL	234.08
	1/03/14	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	54.73
	1/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	320.36
	1/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	74.92
	1/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	ROADS & STREETS	163.71
	1/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	38.29
	1/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LIBRARY	234.08
	1/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	54.73
	1/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	PARK & RECREATION	77.47
	1/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	18.12
	1/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CEMETERY	177.80
	1/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	41.59
	1/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	123.28
	1/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	28.83
	1/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LOCAL CABLE ACCESS	25.04
	1/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	5.85
	1/03/14	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	365.87
	1/03/14	SOCIAL SECURITY WITHHHOLDI	WATER FUND	NON-DEPARTMENTAL	209.19
	1/03/14	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	48.92
	1/03/14	SOCIAL SECURITY WITHHHOLDI	WATER FUND	WATER OPERATING	209.20
	1/03/14	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	48.92
	1/03/14	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	308.44
	1/03/14	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	NON-DEPARTMENTAL	183.35
	1/03/14	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	42.87
	1/03/14	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	SEWER OPERATING	183.32
	1/03/14	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	42.88
				TOTAL:	6,074.73
ETS CORPORATION	1/03/14	CEMETERY - CREDIT CARD FEE	GENERAL FUND	CEMETERY	40.82
	1/03/14	WATER/SEWER - CREDIT CARD	WATER FUND	WATER OPERATING	8.09
	1/03/14	WATER/SEWER - CREDIT CARD	SEWER FUND	SEWER OPERATING	8.09
				TOTAL:	57.00
F&B COMMUNICATIONS INC	1/08/14	ADMIN - WEB HOSTING	GENERAL FUND	CLERK & TREASURER	29.95

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	29.95
FITCH, KERRI	1/21/14	P&R - ZUMBA CLASSES	GENERAL FUND	PARK & RECREATION	384.00_
				TOTAL:	384.00
GALLS -- AN ARAMARK CO LLC	1/21/14	POLICE - SUPPLIES	GENERAL FUND	POLICE OPERATION	89.00_
				TOTAL:	89.00
GOODALE, MATTHEW	1/10/14	WATER - REIMB FOR FUEL	WATER FUND	WATER OPERATING	15.00
	1/21/14	SEWER-REIMB FOR UNIFORM AL	SEWER FUND	SEWER OPERATING	75.93_
				TOTAL:	90.93
GREATAMERICA LEASING CORP	1/21/14	ADMIN - COPIER LEASE	GENERAL FUND	CLERK & TREASURER	252.06_
				TOTAL:	252.06
HANSEN, TRENT	1/21/14	FIRE - COMPUTER SUPPLIES	GENERAL FUND	FIRE OPERATION	204.98_
				TOTAL:	204.98
HAWKINS INC	1/21/14	WATER - AZONE 15	WATER FUND	WATER OPERATING	1,686.20_
				TOTAL:	1,686.20
HD CLINE COMPANY	1/21/14	STREETS - PARTS	ROAD USE TAX	ROADS & STREETS	85.50_
				TOTAL:	85.50
HY-VEE ACCOUNTS RECEIVABLE	1/02/14	PARK & REC - CHRISTMAS PAS	GENERAL FUND	PARK & RECREATION	45.00_
				TOTAL:	45.00
IOWA LIBRARY ASSOCIATION	1/21/14	LIBRARY - 2014 MEMBERSHIP	LIBRARY	LIBRARY	165.00_
				TOTAL:	165.00
IOWA LIBRARY SERVICES	1/21/14	LIBRARY - REGISTRATION FEE	LIBRARY	LIBRARY	15.00_
				TOTAL:	15.00
IOWA MUNICIPAL FINANCE OFFICERS ASSN.	1/21/14	ADMIN - IMFOA ANNUAL DUES	GENERAL FUND	CLERK & TREASURER	55.00_
				TOTAL:	55.00
IOWA ONE CALL	1/21/14	WATER/SEWER - SERVICE	WATER FUND	WATER OPERATING	3.60
	1/21/14	WATER/SEWER - SERVICE	SEWER FUND	SEWER OPERATING	3.60_
				TOTAL:	7.20
JOEY DEAN WENNDT	1/21/14	FIRE - JANUARY TRAINING	GENERAL FUND	FIRE OPERATION	150.00_
				TOTAL:	150.00
JOHN DEERE FINANCIAL	1/03/14	STREETS/WATER - SUPPLIES	ROAD USE TAX	ROADS & STREETS	54.13
	1/03/14	STREETS/WATER - SUPPLIES	WATER FUND	WATER OPERATING	61.99_
				TOTAL:	116.12
JOHNSON COUNTY REFUSE INC.	1/08/14	RECYCLING - DECEMBER	GENERAL FUND	SOLID WASTE	3,705.00_
				TOTAL:	3,705.00
KEVIN D OLSON	1/21/14	LEGAL SERVICES FOR JAN 201	GENERAL FUND	LEGAL SERVICES	1,500.00_
				TOTAL:	1,500.00
LENOCH & CILEK	1/21/14	WATER - THERMOSTAT	WATER FUND	WATER OPERATING	29.99_
				TOTAL:	29.99

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
LIBERTY COMMUNICATIONS	1/03/14	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	POLICE OPERATION	138.09
	1/03/14	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	FIRE OPERATION	118.82
	1/03/14	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	FIRE OPERATION	37.94
	1/03/14	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	PARK & RECREATION	127.37
	1/03/14	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	CLERK & TREASURER	249.98
	1/03/14	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	LOCAL CABLE ACCESS	57.37
	1/03/14	VARIOUS DEPTS - PHONE SERV	CIVIC CENTER	TOWN HALL	36.84
	1/03/14	VARIOUS DEPTS - PHONE SERV	LIBRARY	LIBRARY	179.57
	1/03/14	VARIOUS DEPTS - PHONE SERV	ROAD USE TAX	ROADS & STREETS	42.76
	1/03/14	VARIOUS DEPTS - PHONE SERV	WATER FUND	WATER OPERATING	42.77
	1/03/14	VARIOUS DEPTS - PHONE SERV	SEWER FUND	SEWER OPERATING	42.77
				TOTAL:	1,074.28
	LINN COUNTY R.E.C.	1/08/14	STREETS - UTILITIES	GENERAL FUND	STREET LIGHTING
				TOTAL:	120.00
LYNCH'S PLUMBING INC	1/21/14	LIBRARY - WATERHEATER	LIBRARY	LIBRARY	960.00
	1/21/14	WATER - CURB BOX REPAIRS	WATER FUND	WATER OPERATING	584.00
				TOTAL:	1,544.00
MATT PARROTT/STOREY KENWORTHY	1/21/14	ADMIN - SUPPLIES	GENERAL FUND	CLERK & TREASURER	24.54
				TOTAL:	24.54
MEDIACOM	1/02/14	ADMIN - SERVICE	GENERAL FUND	CLERK & TREASURER	40.90
				TOTAL:	40.90
MENARDS	1/21/14	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	69.89
	1/21/14	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	6.97
	1/21/14	WATER - SUPPLIES	WATER FUND	WATER OPERATING	302.05
				TOTAL:	378.91
MIDWEST JANITORIAL SERVICE INC	1/21/14	LIB/TH/ADMIN/POLICE - CLEA	GENERAL FUND	POLICE OPERATION	43.98
	1/21/14	LIB/TH/ADMIN/POLICE - CLEA	GENERAL FUND	CLERK & TREASURER	79.17
	1/21/14	LIB/TH/ADMIN/POLICE - CLEA	CIVIC CENTER	TOWN HALL	224.32
	1/21/14	LIB/TH/ADMIN/POLICE - CLEA	LIBRARY	LIBRARY	299.09
				TOTAL:	646.56
MISCELLANEOUS V HUPPENBAUER, AMBER LEMMMA, TSION	1/03/14	01-80360-00	WATER FUND	WATER OPERATING	74.59
	1/03/14	02-01870-00	WATER FUND	WATER OPERATING	46.36
				TOTAL:	120.95
MOORE'S WELDING INC	1/21/14	STREETS - BRACKET SNOW PLO	ROAD USE TAX	ROADS & STREETS	60.75
				TOTAL:	60.75
MOZY INC	1/21/14	ADMIN - SERVER BACKUP	GENERAL FUND	CLERK & TREASURER	158.95
				TOTAL:	158.95
NORTHWAY WELL AND PUMP COMPANY	1/21/14	WATER - NEW HEATERS WELL#2	WATER FUND	WATER OPERATING	337.00
				TOTAL:	337.00
OASIS ELECTRIC LLC	1/21/14	LIBRARY - REPAIR LIGHT	LIBRARY	LIBRARY	92.30
				TOTAL:	92.30
OVERDRIVE INC	1/21/14	LIBRARY - EBOOK	LIBRARY	LIBRARY	23.99
	1/21/14	LIBRARY - EBOOKS	LIBRARY	LIBRARY	168.00
	1/21/14	LIBRARY - EBOOK	LIBRARY	LIBRARY	7.99

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/21/14	LIBRARY - EBOOK	LIBRARY	LIBRARY	5.95
	1/21/14	LIBRARY - EBOOK	LIBRARY	LIBRARY	81.00
	1/21/14	LIBRARY - EBOOK	LIBRARY	LIBRARY	19.99
	1/21/14	LIBRARY - EBOOKS	LIBRARY	LIBRARY	64.97
				TOTAL:	371.89
OVERHEAD DOOR COMPANY	1/21/14	STREETS - SERVICE	ROAD USE TAX	ROADS & STREETS	296.00
				TOTAL:	296.00
PARKSIDE SERVICE	1/21/14	POLICE - TIRE REPAIR	GENERAL FUND	POLICE OPERATION	23.00
	1/21/14	POLICE - TIRES DODGE TRUCK	GENERAL FUND	POLICE OPERATION	1,000.60
	1/21/14	STREETS - TIRES & SERVICE	ROAD USE TAX	ROADS & STREETS	600.00
	1/21/14	STREETS - TIRES & SERVICE	ROAD USE TAX	ROADS & STREETS	508.10
				TOTAL:	2,131.70
PHYSIO-CONTROL INC	1/21/14	FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	105.49
				TOTAL:	105.49
PIP PRINTING & MARKETING SERVICES	1/08/14	STREETS -BLDG INSPECTION F	GENERAL FUND	ROADS AND STREETS	132.96
				TOTAL:	132.96
PITNEY BOWES GLOBAL FINANCIAL SERVICES	1/02/14	ADMIN - LEASE CONTRACT	GENERAL FUND	CLERK & TREASURER	444.03
	1/21/14	LIBRARY - LEASE CONTRACT	LIBRARY	LIBRARY	120.00
				TOTAL:	564.03
PITNEY BOWES PURCHASE POWER	1/21/14	ADMIN/WATER/SEWER - POSTAG	GENERAL FUND	CLERK & TREASURER	166.66
	1/21/14	ADMIN/WATER/SEWER - POSTAG	WATER FUND	WATER OPERATING	166.67
	1/21/14	ADMIN/WATER/SEWER - POSTAG	SEWER FUND	SEWER OPERATING	166.67
				TOTAL:	500.00
PLUNKETT'S PEST CONTROL INC	1/21/14	ADMIN - PEST CONTROL	GENERAL FUND	CLERK & TREASURER	24.96
	1/21/14	TOWN HALL - PEST CONTROL	CIVIC CENTER	TOWN HALL	24.96
				TOTAL:	49.92
QC ANALYTICAL SERVICES LLC	1/21/14	SEWER - TESTING	SEWER FUND	SEWER OPERATING	608.00
				TOTAL:	608.00
QUALITY ENGRAVED SIGNS	1/21/14	ADMIN - NAMEPLATES	GENERAL FUND	CLERK & TREASURER	58.60
				TOTAL:	58.60
QUILL CORP	1/21/14	POLICE - BATTERIES	GENERAL FUND	POLICE OPERATION	53.99
	1/21/14	POLICE - TONER & INK	GENERAL FUND	POLICE OPERATION	194.44
	1/21/14	ADMIN - COPY PAPER	GENERAL FUND	CLERK & TREASURER	29.99
	1/21/14	ADMIN - SUPPLIES	GENERAL FUND	CLERK & TREASURER	15.81
	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	69.96
	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	9.42
	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	9.42
	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	2.47
	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	9.42
	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	39.57
	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	7.75
	1/21/14	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	3.99
				TOTAL:	427.39
MARK DIXON	1/02/14	ADMIN - BLK/WH & COLOR CO	GENERAL FUND	CLERK & TREASURER	961.68
				TOTAL:	961.68

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
S & G MATERIALS	1/21/14	STREETS - SAND	ROAD USE TAX	ROADS & STREETS	375.24_
				TOTAL:	375.24_
SHANELLE M PEDEN	1/10/14	ADMIN -FRAMES FOR CERTIFIC	GENERAL FUND	CLERK & TREASURER	22.25
	1/21/14	CABLE - VIDEOTAPING	GENERAL FUND	LOCAL CABLE ACCESS	150.00_
				TOTAL:	172.25_
SHIMMIN, NICK	1/21/14	LIBRARY - CRAFT ITEMS	LIBRARY	LIBRARY	10.59_
				TOTAL:	10.59_
SPRINGDALE AGENCY	1/21/14	FIRE - INSURANCE ADDITIONS	TORT LIABILITY	FIRE OPERATION	740.00_
				TOTAL:	740.00_
SPRINT	1/21/14	POLICE - SERVICE	GENERAL FUND	POLICE OPERATION	179.97_
				TOTAL:	179.97_
TERENCE J GOERDT	1/21/14	ADMIN - BUILDING INSPECTIO	GENERAL FUND	CLERK & TREASURER	140.00_
				TOTAL:	140.00_
THE LIBRARY STORE INC	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	35.55_
				TOTAL:	35.55_
TREASURER STATE OF IOWA	1/08/14	IOWA SALES TAX PMT DEC 20	WATER FUND	WATER OPERATING	1,856.80
	1/08/14	IOWA SALES TAX PMT DEC 20	SEWER FUND	WATER OPERATING	309.20_
				TOTAL:	2,166.00
UNIVERSITY OF IOWA: STATE HYGIENIC LAB	1/21/14	WATER - TESTING	WATER FUND	WATER OPERATING	24.00_
				TOTAL:	24.00_
UPS	1/21/14	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	24.34
	1/10/14	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	24.34
	1/02/14	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	24.34
	1/02/14	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	24.34_
				TOTAL:	97.36_
US BANK EQUIPMENT FINANCE	1/21/14	LIBRARY - COPIER CONTRACT	LIBRARY	LIBRARY	70.42_
				TOTAL:	70.42_
US CELLULAR	1/03/14	POLICE - PHONE SERVICE	GENERAL FUND	POLICE OPERATION	210.56
	1/08/14	FIRE - PHONE SERVICE	GENERAL FUND	FIRE OPERATION	16.14
	1/03/14	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	PARK & RECREATION	66.87
	1/03/14	VARIOUS DEPTS - PHONE SERV	ROAD USE TAX	ROADS & STREETS	80.87
	1/03/14	VARIOUS DEPTS - PHONE SERV	WATER FUND	WATER OPERATING	80.86
	1/03/14	VARIOUS DEPTS - PHONE SERV	SEWER FUND	SEWER OPERATING	80.86_
				TOTAL:	536.16_
VEENSTRA & KIMM INC.	1/21/14	STREETS - ENG MS SIDEWALK	GENERAL FUND	ROADS AND STREETS	554.00
	1/21/14	P&R - PRE LIM ENG BERANEK	GENERAL FUND	PARK & RECREATION	694.36
	1/21/14	P&Z - ENG SRVS FOR CASEY'S	GENERAL FUND	COMMISSION	229.40
	1/21/14	P&Z - ENG COOKSON STORM ST	GENERAL FUND	COMMISSION	1,995.15
	1/21/14	P&Z-ENG PEDEN PROP INVEST	GENERAL FUND	COMMISSION	61.00
	1/21/14	P&Z-ENG LNG GAS SITE PLAN	GENERAL FUND	COMMISSION	122.00
	1/21/14	WATER/SEWER - UTILITY MAPP	WATER FUND	WATER OPERATING	104.60
	1/21/14	WATER/SEWER - UTILITY MAPP	SEWER FUND	SEWER OPERATING	104.60_
				TOTAL:	3,865.11

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
WAGeworks	1/03/14	FLEX - HCfSA2013	RUSSELL	BC/BS FLEXIBLE BEN INVALID DEPARTMENT	35.00
	1/14/14	FLEX - HCfSA2013		BC/BS FLEXIBLE BEN INVALID DEPARTMENT	80.98
	TOTAL:				115.98
WALMART COMMUNITY/GEMB	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	39.92
	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	85.80
	1/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	168.67
TOTAL:				294.39	
WEST BRANCH ANIMAL CLINIC	1/21/14	ANIMAL CONTROL - STRAY PET	GENERAL FUND	ANIMAL CONTROL	271.00
	TOTAL:				271.00
WEST BRANCH REPAIRS	1/21/14	POLICE - SERVICE DODGE TRU	GENERAL FUND	POLICE OPERATION	603.73
	1/21/14	STREETS - SERVICE IH TRUCK	ROAD USE TAX	ROADS & STREETS	1,341.25
	TOTAL:				1,944.98
WEST BRANCH TIMES	1/21/14	ADMIN - RENEWAL SUBSCRIPTI	GENERAL FUND	CLERK & TREASURER	29.00
	1/21/14	LEGAL - PUBLICATIONS	GENERAL FUND	LEGAL SERVICES	460.14
	TOTAL:				489.14
WEX BANK	1/14/14	POLICE - FUEL	GENERAL FUND	POLICE OPERATION	400.44
	TOTAL:				400.44
**PAYROLL EXPENSES	1/01/2014 - 1/31/2014		GENERAL FUND	POLICE OPERATION	11,573.60
			GENERAL FUND	ROADS AND STREETS	5,579.57
			GENERAL FUND	PARK & RECREATION	2,737.60
			GENERAL FUND	CEMETERY	6,055.75
			GENERAL FUND	MAYOR AND COUNCIL	200.00
			GENERAL FUND	CLERK & TREASURER	4,265.52
			GENERAL FUND	LOCAL CABLE ACCESS	997.04
			LIBRARY	LIBRARY	7,583.98
			WATER FUND	WATER OPERATING	7,083.40
			SEWER FUND	SEWER OPERATING	6,193.88
	TOTAL:				52,270.34
===== FUND TOTALS =====					
001	GENERAL FUND		58,764.75		
022	CIVIC CENTER		744.41		
031	LIBRARY		12,082.78		
036	TORT LIABILITY		740.00		
110	ROAD USE TAX		6,488.00		
112	TRUST AND AGENCY		1,384.07		
226	GO DEBT SERVICE		8,364.57		
600	WATER FUND		15,734.34		
610	SEWER FUND		10,149.18		
950	BC/BS FLEXIBLE BENEFIT		115.98		

GRAND TOTAL:			114,568.08		

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0264	TREASURER STATE OF IOWA							
	I-T2 201312030393	STATE WITHHOLDING TAX	D	1/10/2014		1,050.00CR	000000	
	I-T2 201312170414	STATE WITHHOLDING TAX	D	1/10/2014		1,215.00CR	000000	2,265.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	2,265.00	2,265.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	2,265.00	2,265.00

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	1/2014	1,410.70CR
031	1/2014	259.40CR
110	1/2014	0.50CR
600	1/2014	314.05CR
610	1/2014	280.35CR
=====		
ALL		2,265.00CR

**City of West Branch
RECORDS DESTRUCTION FORM**

Page 1 of 1

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

Departmental Destruction		<input checked="" type="checkbox"/> I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Records Retention Schedule and that all audit and administrative requirements have been satisfied. <input checked="" type="checkbox"/> I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and all administrative requirements have been satisfied. Date approved by Council: January 21, 2014
Date of Records Destruction: January 28, 2014 Department Name: Administration – City Office		
Destruction Method: Shredding _____ Discard _____ Outside Vendor <u> X </u>		
Document & Destruction & Recycling Services Destruction Certificate:		

Description of Records The contents of each box should be listed separately	Inclusive Dates	Retention Period	Record Type
FY07 Claims/check stubs – Accounts payable	7/1/2006 to 6/30/2007	5 years	Financial Records – paper
FY06 Claims/check stubs – Accounts payable	7/1/2005 to 6/30/2006	5 years	Financial Records – paper
FY07 Payroll support documents/check stubs/time sheets	7/1/2006 to 6/30/2007	5 years	Payroll & Personnel Records – paper
FY06 Payroll support documents/check stubs/time sheets	7/1/2005 to 6/30/2006	5 years	Payroll & Personnel Records – paper
Utility billing journals – usage and billing ledgers/customer deposits & refunds	7/1/2005 to 7/1/2006	5 years	Water utility records
Utility billing journals – usage and billing ledgers/customer deposits & refunds	9/1/2007 to 10/1/2008	5 years	Water utility records
Utility billing records – stubs & receipts	7/1/2006 to 6/30/2007	5 years	Water utility records

INSTRUCTIONS FOR FILLING OUT THE RECORDS DESTRUCTION FORM

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

RECEIVED
01/09/2014

City of West Branch
Advisory Board/Commission
Application Form

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

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

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

Name of Board or Commission: Park & Recreation Commission Date: 1-8-14

Your Name: MICHAEL FRYAUF Street Address: 417 OLIPHANT ST

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

How long have you been a resident of West Branch? 16 YEARS

Occupation: PROJECT ENGINEER Employer: RA JONES

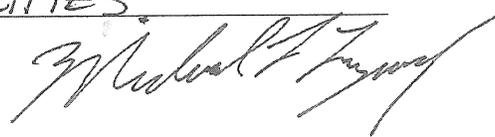
Optional Questions (use back of application if necessary)

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

I HAVE PREPARED AND EVALUATED CONSTRUCTION PROPOSALS,
WORKED WITH SUPPLIERS ON FACILITY CONSTRUCTION
PROJECTS, ~~WORKED~~ WORKED ON LARGE CAPITAL EXPANSION
PROJECTS.

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

EVALUATE AND SELECT AS PART OF A TEAM
RESOURCES TO BUILD AND ~~BEST USE OF~~ IMPROVE THE
COMMUNITY RECREATION FACILITIES.



RECEIVED
01/16/2014

West Branch Fire and Rescue Department
PO Box 218
205 South 2nd St.
West Branch, IA 52358

Phone Emergency: 911
Business: (319) 643-2110
Fax: (319) 643-3293

#35

**West Branch Fire and Rescue Department
Application for Membership**

Name Jose' A. Gongora Occupation _____

Address 203 Pheasant Run Ln Phone _____

Age _____ SS# _____ Marital Status _____

How long employed at present job? _____ Hours Worked _____

Do you live within the city limits? Yes _____ No Are you employed within the city limits? Yes _____ No

Will your employer allow time off to respond to emergency calls? yes
If so, employers signature _____ Date _____

Do you have any current or previous physical ailments, disabilities, or mental disorders that could affect your duties as an emergency responder? no
If so, list:

Are you willing to take a DOT physical? This is required by the department.
Yes No _____

Driver's license history will need to be checked for insurance purposes. Do we have your permission to do so? Yes No _____

What type of responder are you applying for? Firefighter _____ Medical _____ Both

Are you willing to take a 40 hour First Responder course? Yes No _____

The department will expect your attendance at all meetings, training, fundraisers, etc. as well as responding to calls. Can you give this much time? Yes No _____

Please list any previous experience or certifications
First Aid CPR/AED Trainer
Director of EMS Service
Safety Director/manager for over 23 years

West Branch Fire and Rescue Department
PO Box 218
205 South 2nd St.
West Branch, IA 52358

Phone Emergency: 911
Business: (319) 643-2110
Fax: (319) 643-3293

Please briefly explain why you would like to be considered for membership to the West Branch Fire and Rescue Department.

I would like to be able to help our Community, become an active volunteer, and be able to assist those who may need assistance.

Contact person in case of an Emergency _____
Phone Number _____

Second contact _____
Phone Number _____

Upon your signature of this document, you are stating these questions have been answered truthfully, and to the best of your knowledge.

Applicants Signature [Signature]

Applicants Spouse Laura Songora

1st WBFD Sponsor [Signature]

2nd WBFD Sponsor [Signature]

Department use only:

If and when membership of the WBFD have voted to accept this individual as a member of the said department, at a regular meeting of the department, Chief, and Secretary sign below as documentation of that fact.

Chief [Signature] Date: 1/15/14

Secretary [Signature] Date: 1-15-14

West Branch Fire and Rescue Department
PO Box 218
205 South 2nd St.
West Branch, IA 52358

Phone Emergency: 911
Business: (319) 643-2110
Fax: (319) 643-3293

Please briefly explain why you would like to be considered for membership to the West Branch Fire and Rescue Department.

To give back to my community using skills I already know and teach others, or with the intent to help others and keep my medical skills up to date.

Contact person in case of an Emergency
Phone Number _____

Second contact
Phone Number _____

Upon your signature of this document, you are stating these questions have been answered truthfully, and to the best of your knowledge.

Applicants Signature _____

Applicants Spouse _____

1st WBFD Sponsor _____

2nd WBFD Sponsor _____

Department use only:

If and when membership of the WBFD have voted to accept this individual as a member of the said department, at a regular meeting of the department, Chief, and Secretary sign below as documentation of that fact.

Chief _____

Date: _____

Secretary _____

Date: _____

RESOLUTION NO. 1171

A RESOLUTION APPROVING AN AMENDMENT TO SUBSCRIPTION AGREEMENT WITH TYLER TECHNOLOGIES, INC. IN THE AMOUNT OF \$16,756.

WHEREAS, the City of West Branch currently utilizes Tyler Technologies, Inc. Incode software for its financial, payroll and utility billing systems; and

WHEREAS, the current subscription agreement expired on June 30, 2013; and

WHEREAS, Tyler Technologies, Inc. has proposed an amendment to extend the agreement until June 30, 2015 at no increase to the total subscription fees; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves an amendment to subscription agreement with Tyler Technologies, Inc. in the amount of \$16,756.

Passed and approved this 21st day of January, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

AMENDMENT TO SUBSCRIPTION AGREEMENT

This amendment ("Amendment") is made this _____ day of _____, 2013 between Tyler Technologies, Inc., with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and the City of West Branch, Iowa with offices at 110 Poplar Street, West Branch, IA 52358 ("Client").

WHEREAS, Tyler and the Client are parties to the contract numbered 2011-0078 dated June 21, 2011 ("Agreement") governing Client's access to the software and services ("Software") described therein; and

WHEREAS, the term of the Agreement expires June 30, 2013; and

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. The term of the Agreement is hereby renewed for a two (2) year term commencing on July 1, 2013 and expiring on June 30, 2015 ("Term").
2. Upon execution of this Amendment, Tyler shall invoice Client \$7,791.00 for the first year annual subscription fee and annual Cash Collection Printer maintenance fee, and in each year through the end of the Term.
3. Upon execution of this Amendment, Tyler shall invoice Client \$587.00 for the first year fee for the addition of Cemetery Records (Control ID # 009686), and in each year through the end of the Term.
4. The subscription fees are based on the number of users described in the Agreement, and the Software may be accessed by no more than this number. Additional user subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional user subscriptions are added.
5. All terms and conditions of the Agreement not herein amended shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

City of West Branch

Tyler Technologies, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



TYLER COPY

Subscription Agreement

Local Government Division

Agreement between:

Tyler Technologies, Inc

5519 53rd Street
Lubbock, Texas 79414
(800) 646-2633
(806) 797-4849 Fax

And

City of West Branch, IA

110 Poplar Street
West Branch, IA 52358
(319) 643-5888

Issued date:

May 10, 2011



AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and; City of West Branch, IA, hereinafter referred to as CLIENT on, _____, 2011.

COMPANY and CLIENT agree as follows:

1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:

Section A	Investment Summary (A-I)
Section B	COMPANY Agreement Terms and Conditions
Section C	COMPANY Subscription Level Agreement
Section D	Data Conversion Process Document
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: City of West Branch, IA

Tyler Technologies, Inc.:

By: _____
 Signature

 Printed Name

 Title

 Date

 Sales Tax Certificate Number

By: S. Brett Cate
 Signature

S. Brett Cate
 Printed Name

President, Local Government Division
 Title

5/10/11
 Issue Date

Investment Summary
 Ashley Borland-Kaalberg
 City of West Branch, IA



Prepared for:	City of West Branch, IA	Contract ID # :	2011-0078
Contact Person:	Ashley Borland-Kaalberg	Issue Date:	5/10/11
Address:	110 Poplar Street West Branch, IA 52358	Salesman:	R. Pieracci
Phone:	(319) 643-5888	Tax Exempt:	Yes / No
Fax:	(319) 643-2305		
Email:	ashley@westbranchiowa.org		

Product Service & Equipment	On Signature	On Delivery	As Progress Occurs	Totals	Annual Fees
Total Subscription Fees	7,588.00			7,588.00	7,588.00
Total Cash Collection Hardware		1,050.00		1,050.00	203.00
Total Professional Services					
Implementation Services			15,000.00	15,000.00	
Professional Services			Included	Included	
Data Conversion & Assistance			Included	Included	
Totals	7,588.00	1,050.00	15,000.00	23,638.00	7,791.00

Please Note: Travel expenses will be billed as incurred.

Subscription Summary

Ashley Borland-Kaalberg
 City of West Branch, IA
 May 10, 2011



Cost Summary

Professional Services & Hardware	Cost
Implementation Services - GT MIGRATION	15,000
Professional Services - GT MIGRATION	Included
Data & Conversion Assistance Fees - GT MIGRATION	Included
Cash Collections Printer	1,050
Services & Hardware	16,050

*** Note: Travel expenses are billed as incurred based on Federal IRS per diem standards.*

Subscription		Annual Fees	
Length of Agreement	2 Years - 24 Months		
Number of Users	3		
Estimated Fee		7,588	1st Year
Cash Collections Printer Maintenance - (INCODE - 12 mos warranty)		203	2nd Year
Summary		After Year 1	7,791

***Note: Additional users may be added at any time at the per user rate of \$150/Month*

Description

- Project Management
- Maintenance and Support
- High speed FTP connection to INCODE Network
- Daily Back-up Monitoring
- Data integrity check
- Off-site backup
- Assistance with establishing Managed Hosting Connection
- DDRS (Data Disaster Recovery Services)
- Data Conversion from existing CMS-GTsoftware

Software Licenses
 Ashley Borland-Kaalberg
 City of West Branch, IA
 May 10, 2011



Application Software	QTY
Incode Financial Management Suite	
Incode Financial Applications	
Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)</i>	1
Incode Personnel Management Suite	
Incode Personnel Management Applications	
Payroll/Personnel	1
Incode Customer Relationship Management Suite	
Utility CIS System	1
Cash Collections	1
Utility Handheld Meter-Reader Interface	1
System Software	
System Software	
System Software	1



Application Professional Services Summary	Estimated Hours	Estimated Services
Implementation Services		
Financial Suite	40	4,000
Personnel Management Suite	30	3,000
Customer Relationship Management Suite	80	8,000
Conversion Services - Small City Migration		
Financial Suite	Included	Included
Customer Relationship Management Suite	Included	Included
Professional Services Total	150	15,000

Implementation Services Breakdown	Estimated Hours	Estimated Services
Incode Financial Suite		
Incode Financial Applications		
Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)</i>	40	4,000
Financial Suite Subtotal	40	4,000
Incode Personnel Management Suite		
Incode Personnel Management Systems		
Payroll/Personnel	30	3,000
Personnel Management Suite Subtotal	30	3,000
Incode Customer Relationship Management Suite		
Utility CIS System	72	7,200
Cash Collections	8	800
Utility Handheld Meter-Reader Interface		N/A
Customer Relationship Management Suite Subtotal	80	8,000

Professional Services
 Ashley Borland-Kaalberg
 City of West Branch, IA
 May 10, 2011



Conversion Services	QTY
Financial Applications - SMALL CITY GT MIGRATION	1
General Ledger Chart of Accounts Budgets Detail History History (Previous Years COA & Detail) Encumbrances Accounts Payable Vendor File Detail History History (Previous Year Vendor/Invoices) Payroll Employee Static Information Current Year Check History Accruals History (Previous Year Employee & Check History) per year	
CRM Applications	1
Utility CIS - SMS Account/Address Master (includes contacts & properties) Current & Past Service/Meter Information Current Year Transactions (bill, payment, late charge, etc) History Transactions Consumption History (readings, dates & usage)	

Cash Collection Hardware

Ashley Borland-Kaalberg
City of West Branch, IA
May 10, 2011



Misc. Hardware and Network Equipment	QTY	Price	Maintenance	Maintenance Source
<u>Cash Collection</u> Epson TM-H6000III Thermal Receipt Printer - Black,USB	1	1,050	203	INCODE - 12 mos warranty
Hardware & System Software Subtotal		1,050	203	
Hardware and System Software Total		1,050	203	

Tyler OnDemand - Tyler Online Training Center

Tyler Online Training Center

- Open for ALL Employees during subscription period
- Unlimited Access to Live Webinars and Archived Webinars
- Unlimited Access to Self Study Courses
- Available 24/7
- Continuing Professional Education Credit with NASBA Standards
- Live Webinars conducted monthly with an estimated 60 webinars annually
- Over 45 Online Self Study Courses
- General business knowledge and Microsoft Office software based courses
- Courses cover a variety of topics that span the entire suite of INCODE applications
 - o Financials
 - o Payroll
 - o Human Resources
 - o Utility Billing
 - o CRM
 - o Court
 - o Public Safety

- New Webinars and Self Study Courses added throughout the year

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org

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**SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT**

THIS AGREEMENT, is made and entered into as of this _____ day of _____, 2011 between Tyler Technologies, Inc., having offices at 5519 53rd Street, Lubbock, Texas 79414 (COMPANY) and City of West Branch, IA (CLIENT), with its principal offices at 110 Poplar Street, IA 52358.

WHEREAS, COMPANY and CLIENT have entered into COMPANY Subscription Agreement dated May 10, 2011;

WHEREAS, such COMPANY Subscription Agreement contained mutual consideration, promises, obligations and covenants of each party and such mutual consideration, promises, obligations and covenants were in part contingent on the parties agreement on Services levels;

WHEREAS, This Services level Agreement (SLA) is the result of mutual agreement upon the applicable the Services levels;

NOW, THEREFORE, each agrees as follows:

I. SERVICES LEVELS

Services levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

A. Definitions

When used in this section the following shall mean:

Business Day shall mean Monday through Friday excluding COMPANY holidays.

Business Hours shall mean 8:00 a.m. – 5:00 p.m. (CST) on Business Days.

B. CLIENT Services

The following Services levels apply to Subscription Services Operations Support. All Services levels are based on attainment rates shown below and calculated on a quarterly basis.

System Availability - Green	6:00 a.m. to 9:00 p.m. CST Mon-Fri 7:00 a.m. to 3:00 p.m. CST Sat	99%
System Availability – Yellow	9:00 p.m. to 12:00 a.m. CST Mon – Fri 3:00 p.m. to 12:00 a.m. CST Sat 7:00 a.m. to 12:00 p.m. CST Sun 6:00 p.m. to 12:00 a.m. CST Sun	No SLA
System Availability – Red	12:00 a.m. to 6:00 a.m. CST Mon – Sun 12:00 p.m. to 6:00 p.m. CST Sun	No SLA
Adding/Changing User Access or Printer	Request by noon: same day before 7:00 p.m. Request after noon, by noon Next Business Day	90%
File Restoration	Next Business Day	95%

**SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT**

Update Data in Test Database	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%
File Back-up	Nightly	95%

1. System Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. COMPANY reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime, scheduled testing. User notification will be given when possible.

Red time: System is not available. Reserved for backups and routine maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total minutes in a quarter to determine % of goal. All percentage calculations shall be rounded to the lowest whole number.

2. Adding/Changing User Access / Printer:

All requests to add or change a user or printer should be logged by calling the COMPANY Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurement: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

3. File Restoration:

Files that may be restored include COMPANY data files, and the reports in each user's home directory.

A request to restore a user file must be made through the COMPANY Network Services support department and must include the user name, exact file name and date when file may be found. All requests / issues should be logged by calling the Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurements: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Services levels exclude files that are older than 5 business days. Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

**SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT**

4. Update Data in Test Database:

Refresh data in test environment with data from Production environment.

A request to refresh the test database must be made through the COMPANY support department. All requests/issues should be logged by calling the Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurement: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

5. New Release/Update Testing Period:

Upon request, new releases of the COMPANY applications will be loaded into the test database prior to Production. These releases will remain in the test environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

CLIENT agrees to devote time and resources to testing new release and to remain no more than two releases behind.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to Production at the CLIENT's request.

6. COMPANY Subscription Support Call Response:

This would cover any non-application requests such as setting up new users or printers, scheduling a refresh of CLIENT's test database or restoration of CLIENT's file.

Definition of Severities:

- 1 Critical Issue – COMPANY application is down
- 2 Severe issue, but there is a work around
- 3 Important issue – not severe

All requests/issues should be logged by calling support at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

New Incident

Currently you would press 1 for support, then 1 for a new incident, then 6 for Hardware/Network Support.

Existing Incident

Currently, you would press 1 for support, then 2 for an existing incident.

**SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT**

Escalation Procedure:

If you need to escalate a reported problem, please call the following people in the order shown:

Name	Title	Business Phone
On-Call Support: Austin Allen Michael Lao	Network Specialist Technical Services Support Manager	(800) 646-2633 ext 7102 (800) 646-2633 ext 7101
Steve McGee	Manager of Hosting Operations	(800) 646-2633 ext 7301
Russell Hoffman	Director of Technical Services	(800) 646-2633 ext 7001
Dane Womble	Chief Operating Officer	(800) 646-2633

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

2011 Holiday Schedule:

COMPANY will observe the following Holiday schedule. If assistance is required on a published holiday, 30-days advance notice must be given.

New Year's Day	Friday, December 31, 2010
Good Friday	Friday, April 22
Memorial Day	Monday, May 30
Independence Day	Monday, July 4
Labor Day	Monday, September 5
Thanksgiving Day	Thursday, November 24
Day after Thanksgiving	Friday, November 25
Christmas Eve	Friday, December 23
Christmas Day	Monday, December 26

7. File Back-Up:

Nightly backups of the following files will be completed: live database, user's reports.

Data will be cycled off-site regularly.

II. FORCE MAJEURE

Failure to meet Services levels caused by any bona fide strikes, times of governmental emergency, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond COMPANY' control will be recognized by CLIENT. COMPANY may be relieved of responsibility of meeting Services levels as stipulated in this SLA upon COMPANY' filing with CLIENT just and true statements requesting that such failure to meet the Services levels, signed by COMPANY and giving in detail all the essential circumstances which, justify such action under the provisions of this section by CLIENT.

III. RESOLUTION OF DISPUTES

In the event of a dispute between the parties under this SLA pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

**SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT**

IV. MODIFICATION

This SLA may not be modified except by the written mutual consent of both parties or as otherwise provided in this SLA.

V. SEVERABILITY

If any term or provision of this SLA or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this SLA or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this SLA shall be valid and enforced to the fullest extent permitted by law.

VI. NO INTENDED THIRD PARTY BENEFICIARIES

This SLA is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this SLA, and no third party shall have the right to make any claim or assert any right under this SLA.

VII. ENTIRE AGREEMENT

This SLA represents the entire agreement of CLIENT and COMPANY with respect to the Services levels and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this SLA it did not rely on any representations other than those explicitly set forth in this Agreement.

VIII. NO AMENDMENT

This SLA is to further define the Services levels referenced in the COMPANY Subscription Agreement. Nothing in this SLA shall be deemed to amend any terms and conditions of the COMPANY Subscription Agreement.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's state of domicile.

By signing below, both parties acknowledge that they have read this Agreement, understand it, agree, and have the authority to be bound by its terms:

CLIENT:

By: _____
Signature

Printed Name

Title

Date

COMPANY:

By:  _____
Signature
S. Brett Cate

Printed Name
President, Local Government Division

Title
5/10/11

Date

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

1) LICENSES

COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY, a non-exclusive, revocable, nontransferable, non-assignable license to use the software products solely for CLIENT's own internal business purposes. Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with COMPANY, and COMPANY grants limited License to the CLIENT to use these products. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

2) PRICE

a) The two-year financial obligation of the CLIENT to COMPANY for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. The price shall be payable by the CLIENT to COMPANY as provided in Section III hereof.

b) Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the CLIENT shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.

c) The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by the CLIENT and shall be paid over to the proper

authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

3) PAYMENT

a) Upon receipt of executed Agreement, COMPANY will invoice CLIENT for the first year annual usage fee and in each year through the end of the Term of this Agreement CLIENT will remit to COMPANY Subscription fees in the amount shown in the Investment Summary of this Agreement with payment due within ten (10) days of the current year invoiced. COMPANY will invoice CLIENT in accordance with the terms of the Agreement. Until notified otherwise, COMPANY shall mail invoices to the attention of CLIENT Contact at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. CLIENT will have a renewal option six (6) months prior to Agreement expiration.

b) Upon receipt of executed Agreement, COMPANY will credit CLIENT's account any paid annual software maintenance fees from the execution date through the end of the maintenance term.

c) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE HOSTED APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE HOSTED APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.

d) CLIENT agrees to pay other fees related to this Agreement as listed according to milestones within the Investment Summary.

e) CLIENT agrees to make fee payments for added Users during any Term of this Agreement.

f) In the event of any disputed invoice, CLIENT

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice.

g) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary.

4) LIMITATION OF LIABILITY

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall COMPANY be liable for damages in excess of amounts paid by CLIENT for the Subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this

allocation of risk and the exclusion of such damages as set forth in this Agreement.

5) LIMITED WARRANTY

COMPANY warrants that the then current, unmodified version of the COMPANY Software Products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6) CONFIDENTIALITY

a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

7) RESOLUTION OF DISPUTES

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level.

b) In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

8) TERMINATION, CANCELLATION OR MODIFICATION

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that CLIENT licensed prior to this Agreement shall remain with CLIENT under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the licensed applications shall be denied. In the event of termination or cancellation, CLIENT will be responsible for payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of Systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for an early exit fee and any expenses incurred by COMPANY prior to and/or during the exit process.

9) SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10) NOTICES

All notices required or permitted to be given

hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

11) NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

12) NONAPPROPRIATION

CLIENT intends to remit and reasonably believes that moneys in an amount sufficient to remit all Subscription payments under this Agreement can and will lawfully be appropriated. CLIENT acknowledges that appropriation of moneys for the Subscription payments beyond the current fiscal year is a governmental function to which CLIENT cannot contractually commit and this Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If CLIENT's governing board does not approve an appropriation of funds for the payment of Subscription payments coming due during the following fiscal year(s), CLIENT shall have the right to terminate this Agreement on the last day of such fiscal year and return the Property without penalty or expense to CLIENT in accordance with Section 8 of this Agreement; provided, however, CLIENT shall give COMPANY at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement. CLIENT acknowledges that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the Property with property or services intended to perform substantially similar functions. CLIENT, therefore, agrees to the extent permitted by applicable law (i) not to utilize these non-appropriation provisions for such purposes and (ii) if this Agreement is terminated because of non-appropriation of funds, not to purchase, lease, rent, or otherwise acquire property or services which are intended to perform substantially similar functions

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

as those provided by the Property during the fiscal year following termination of this Agreement.

13) ENTIRE AGREEMENT

This Agreement represents the entire agreement of CLIENT and COMPANY and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

14) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's State of domicile.

15) APPROVAL OF GOVERNING BODY

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.

PROFESSIONAL SERVICES

1) SERVICES PROVIDED

COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

- a) Installation as described in the Investment Summary;
- b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Conversion Statement.
- c) Training/Implementation as set forth in the Investment Summary; and
- d) Consulting/Analysis as set forth in the Investment Summary.

2) VERIFICATION TESTING OF THE SOFTWARE PRODUCTS

a) At the CLIENT's request, within thirty (30) days after the Subscription site has been setup for the CLIENT, COMPANY will test the software products in accordance with COMPANY's standard verification test procedure. Demonstration shall

constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Additional fees would apply to CLIENT if this option is chosen.

b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification.

c) Notwithstanding anything contrary herein, CLIENT's use of the software products for its intended purpose shall constitute CLIENT's verification of the software products, without exception and for all purposes.

d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

3) PROFESSIONAL SERVICES FEES

a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered,

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

plus travel and other expenses, plus a 10% travel processing fee. CLIENT agrees to pay COMPANY for the actual amount of training provided. CLIENT acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.

b) Upon the completion of each service day, or group of days, COMPANY will present a Daily Log. CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final.

c) CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-site is billed as training time, with the exception of those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in which case CLIENT will be billed for weekend travel time at a rate of \$500 per weekend day.

d) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.

e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts. Such quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to CLIENT, adjusted by unusual or seasonal travel circumstances.

f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

g) Payment is due within thirty (30) calendar days of invoice.

4) TRAINING ENVIRONMENT

If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates

requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

5) SITE REQUIREMENTS

a) CLIENT shall maintain a high speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. CLIENT shall use the connection to facilitate access to hosted software. COMPANY shall use the connection to assist with problem diagnosis and resolution of software support incidents. COMPANY is not responsible for purchase of VPN client software license, client connectivity issues due to bandwidth saturation, or configuration of CLIENT's firewall settings.

b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met. COMPANY will make every effort to support CLIENT's operating environment but cannot guarantee compatibility with all CLIENT devices or third party software applications.

6) PROJECT MANAGEMENT

CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

7) ADDITIONAL SERVICES

Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

8) **LIMITATION OF LIABILITY** COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

9) TERMINATION, CANCELLATION

In the event of cancellation or termination of this Professional Services Agreement, whether for cause or non-appropriation, CLIENT will make payment to COMPANY for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

The Data Conversion Process

Purpose

One of the most difficult aspects of software transition revolves around data conversion. This process takes place in one of two ways:

1. The manual method - In the manual mode the Client enters data from the existing system into the new Tyler Technology system.
2. The automated method - In the automated mode a software program is written or coded in order to facilitate moving information from the existing system to the new Tyler Technology system.

This document is provided to aid the Client in understanding the automated conversion process and provide clear direction as to the responsibility and the scope of the process.

Who should read this document?

The obvious answer to this question is the individual at the Client site that is most responsible for the transition. Specifically it should be:

1. The individual responsible for extracting and providing data from the old system to the Tyler Technology system.
2. Any individuals responsible at a department level.
3. Any individual that would benefit from understanding the conversion process

The Conversion Process

The process itself has a predefined set of steps that must take place for a successful conversion.

1. Initial data extraction - The Client must perform the preliminary extraction and transmission of data.
2. Data Evaluation - Tyler Technologies will then be responsible for evaluating the information that has been transmitted. Upon a successful evaluation the Client will be contacted for further scheduling.
3. Conversion scheduling - Once a schedule has been decided upon, Tyler Technologies will proceed in development of the conversion programs. During the development step, the Client will be responsible for providing knowledge and insight into the information from their current system
4. On-Site Conversion - Upon Tyler Technology's arrival at the Client's site for the conversion, the Client will be responsible for a final extraction of the data. In most situations the Client will not have to transmit the final extraction to Tyler Technologies. The Tyler Technology trainer on site will assist the Client in preliminary INCODE application setup that is required for the conversion as well as execute the conversion programs and assist in the verification of the converted information's integrity.

Even though the Tyler Technology trainers possess a great deal of knowledge in the area of conversion, it is ultimately the Client's responsibility to validate any converted data. The sections that follow clearly outline and describe each of the above steps.

Data Extraction and Transmission of Data

As stated in the contract, the Client must supply data in ASCII file format with unpacked data fields. This terminology is sometimes considered confusing. The ASCII (pronounced as AS-key) is an abbreviation that represents the American Standard Code for Information Interchange. This standard was established in 1967 and still represents one of the most important standards in the computer industry. Since that time, some vendors have deviated from this standard. An example would be IBM's has a proprietary standard format abbreviated EBCDIC (pronounced EBB-see-dik). This is their current standard on the System36 and AS400. Vendors also use compression techniques in their data structures to pack numeric fields and dates. Since these techniques are not standard and vary from vendor to vendor, we are unable to process this information. In the simplest of terms the Client's data that is transmitted to The Tyler Technology system should be legible in a standard text processing program such as Windows textpad or wordpad. The characters that you view on screen should be the same characters that are on your computer keyboard.

File Descriptions and layout

The contract further states that the Client must supply sufficient file descriptions and layout information for the data. Sometimes file descriptions will be referenced as data definitions. Normally data files have one row after another. Each row represents a record or grouping of information. As an example, a vendor file would normally have a row for each vendor in the system. The rows then have to be broken down further into columns or fields. An example of a field in the vendor file could be vendor name. The file description provides the information needed to know exactly what position each field starts and stops in each row. In all cases, file descriptions are absolutely necessary for any type of conversion.

Media Type

Also outlined in the contract is the media type that the information can be transmitted to The Tyler Technology system. Unless the Client's existing system has a unix operating system, the most desirable media to transmit the data would be a cd. In situations where a writable cd is not available the Client can submit the information on a zip disk or 4mm tape. If a 4mm tape is used then the Client should transfer the information to the tape using the standard Windows backup software. The Client may also submit the data via email when the Client has a compression utility such as winzip and a fast and reliable internet connection. When the Client's existing system has a unix operating system, the Client may use any of the methods mentioned above with the additional transmittal method of a 4mm tape with the maximum capacity of 4gb or a ¼ inch tape with the maximum capacity of 1gb. The Client should include the Data Transmission Form with the media. If the Client is using email to transmit the data please include the information from the Data Transmittal Form in the email as text or an attachment. In situation where none of the above options are available to the Client, arrangements should be made with Tyler Technologies as to viable alternatives. These alternatives may involve additional fees.

There are certain vendors that Tyler Technologies has had considerable conversion experience and has developed processes to extract the information from their proprietary data files. Other vendors store their data in Microsoft Access or Microsoft SQL Server database. It is possible in these situations that the Client can provide their existing data files in their current state without data extraction. In this scenario the Client would only be responsible for providing a backup of their current data.

The first data extraction is for the sole purpose of developing the conversion software. This extraction should contain all the tables or files that are to be converted along with the appropriate



record layouts. An incomplete extraction can produce time delays and undesirable results during the actual conversion.

Final Data Extraction

The final data extraction will be performed on the day of or a day very close to the final conversion. This extraction will be coordinated with Tyler Technology's conversion personnel and implementation coordinator.

Data Extraction Assistance

In almost all instances the Client owns its data, but the current software provider's file descriptions will be considered proprietary information. There will be scenarios where the software provider will not provide file descriptions or will provide the descriptions for a fee. Any fees required by the vendor are the responsibility of the Client and are not included in the contract. In many situations the data will have proprietary fields with no easy solution for extraction. Tyler Technology's years of experience with data conversions has led to many innovative techniques for data extraction. When the Client has exhausted their available options, Tyler Technologies can assist with the data extraction for additional fees. The Client will have the responsibility of contacting their sales representative for a quote for additional services. Upon receipt of a purchase order from the Client, Tyler Technologies will proceed with this assistance.

Conversion Scheduling

Once Tyler Technologies has received the data from the Client a three stage evaluation process will be implemented. Media will be evaluated as to its readability. Each data file transmitted will be reviewed as to its format, file description, and estimated complexity. When these two stages have been successfully completed, Tyler Technology's implementation coordinator will schedule with the Client a time for the data conversion, conversion assistance, and training. The third stage of the evaluation is more detailed and will follow in approximately 3 weeks. During this stage the data will be evaluated for its completeness, validity, and mandatory fields needed in the conversion. If problems arise during this process, Tyler Technologies will communicate to the Client the problems. The Client will be responsible for resolving the problems in a timely a manner as possible so that the schedule is not affected. If no problems arise then the Client can assume that Tyler Technologies is on schedule.

Timing is an important element during a data conversion. Scheduling of the conversion will revolve around the most advantageous cutoff dates. For example, if a Client bills their utility customers at the end of each month, the best time to do the conversion would be during the last two weeks of the month. Financial conversions will be easier to validate if performed after a period has been closed. All of these elements will be discussed by the implementation coordinator with the Client during scheduling.

Conversion Program Development

After Tyler Technologies receives and validates the Client's data, the development of the conversion program will begin. During the development process, questions about the Client's current data or application may be raised. The Client is responsible for providing contact information for staff member(s) that are capable of responding to questions for each module being converted.

It is important for the Client to understand that Tyler Technologies has a minimal amount of experience with the Client's current application. Questions raised by Tyler Technologies will be the



result of analyzing data. There are a significant number of times when the data being analyzed does not correspond with the information that the Client views on the screen in their current application. Providing staff members that have an in depth knowledge of the Client's current application is a key element of a successful conversion.

Part of the development process will be testing the program with the data provided in the first extraction. This testing will take place at Tyler Technology's facilities. Any potential problem areas will be communicated to the Client.

Conversion Assistance

As part of the contract, a Tyler Technology's trainer will be at the Client location during the actual conversion. The trainer will provide conversion assistance in the areas of preliminary setup, conversion program execution and data validation. Even though the primary focus of the trainer is a successful completion of the conversion process, the trainer will be providing a limited amount of training in certain areas. In a majority of cases, the trainer responsible for the conversion assistance will also be responsible for the training that will occur either before or after the conversion.

It is important to note that the trainer will not be the programmer responsible for the creating or modifying conversion program. The trainer will be responsible for conveying to the programmer discovery of Client specific information before the final conversion and any mistakes found after the conversion. The Client will need to facilitate the trainer by providing a comfortable place to work, access to facilities before and after normal work hours and telephone communications.

Data Validation

The final step in the conversion process is the data validation. Much attention will be given to data integrity during the testing phase by the program developers. The conversion assistant will also spend time testing the integrity of the information. Balances and the output of processes will be tested after the conversion. A visual inspection of different modules will be performed by choosing different records on a random base. But Data validation is ultimately the responsibility of the Client.

Conclusion

After over 20 years and several hundred conversion experiences, Tyler Technologies has determined that there are several key factors in a successful conversion. The Client needs to have a realistic expectation of what is going to happen. The Client must understand that there are no pleasant conversions; therefore a successful conversion is one that provides the least amount of displacement and discomfort. More than likely, the Client will have to change their schedules and prepare for a heavier work load during the conversion. The Client has to realize that the data on the system being converted is exactly how the data will be on the new system. The conversion process does not clean up or correct any information during the conversion process. The old adage "garbage in, garbage out" is very relevant during the conversion process. One example would be a general ledger conversion where the current system's ledger is out of balance. After the conversion, the INCODE general ledger will be out of balance. Conversions maybe somewhat mystical but the process is not magical. And finally, to have a successful conversion, there must be a team approach by all those involved.

RESOLUTION 1172

A RESOLUTION SETTING THE SALARY FOR AN APPOINTED OFFICER OF THE CITY OF WEST BRANCH, IOWA FOR THE FISCAL YEAR 2013-2014.

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

Section 1. The following person and position named shall be paid the salary indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, bi-weekly, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Hourly Wage	Basic Hours
Police Officer	Alex Koch	\$19.55/hour	40

SECTION 2. The above employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 3. This resolution will be effective upon final passage of the City Council.

SECTION 4. The salary established in this resolution shall be effective February 24th, 2014.

Passed and Approved this 21st day of January, 2014.

Mark Worrell, Mayor

ATTEST:

City Clerk, Matt Muckler

RESOLUTION 1173

A RESOLUTION TO AMEND THE CITY OF WEST BRANCH, IOWA EMPLOYEE HANDBOOK

WHEREAS, the City Council, of the City of West Branch, Iowa adopted an Employee Handbook on September 8, 2009, and amended same handbook on October 19, 2009, February 1, 2010, October 4, 2010, December 6, 2010, February 21, 2011, April 4, 2011, February 21, 2012 and December 3, 2012; and

WHEREAS, the City Council finds that the following additions to the end of the “Health Insurance” and “Dental Insurance” subsections contained within the **Benefits** section of the *West Branch, Iowa Employee Handbook* on page 15 of the Handbook would be beneficial:

Health Insurance

Regular full-time employees with health insurance coverage through another family member may opt out of health insurance coverage with the City in return for the City providing a payment in lieu thereof in the amount of fifty (50) percent of the cost of a single premium.

Dental Insurance

Regular full-time employees may opt out of dental insurance coverage with the City in return for the City providing a payment in lieu thereof in the amount of fifty (50) percent of the cost of a single premium.

NOW, THEREFORE, BE IT RESOLVED that the City Council of West Branch, Iowa does hereby approve and adopt the City of West Branch Personnel Handbook dated January 2014 with the above-mentioned revisions.

Passed and approved this 21st day of January, 2014.

Mark Worrell, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

West Branch, Iowa

Employee Handbook

INTRODUCTION

WELCOME!

The West Branch City Council would like to welcome you! We hope that you find West Branch a rewarding place in which to work and we look forward to a productive and successful association.

HISTORY

West Branch is a growing community with many great opportunities. You'll find our town an inviting place for all ages to shop, live, dine, meet and visit often. The community's pride in its architectural and cultural heritage is evident in our historic downtown where 14 buildings are listed on the National Register of Historic Places.

West Branch is the birthplace of Herbert C. Hoover, the 31st president of the United States. Visitors enjoy the Herbert Hoover Presidential Library-Museum and the Herbert Hoover National Historic Site and Prairie.

AT-WILL EMPLOYMENT

This handbook is presented as a matter of information only; it is not intended to form a contract between West Branch and the employee. West Branch reserves the right to change or eliminate any or all of the policies, procedures, work rules or benefits herein at any time, with or without prior notice.

These policies and procedures outlined in this handbook are applicable to:

All employees responsible to the West Branch City Council.

All court ordered volunteers, where applicable.

All employees not directly responsible to the City Council and whose governing body has certified its applicability.

Whenever the provisions of this handbook are in conflict with the Code of Iowa or City Code, the Code of Iowa or City Code will prevail.

Just as you retain the right to terminate your employment at any time for any reason, West Branch retains a similar right. No policy or practice of West Branch should be construed to change this relationship. Only the City Council, or appropriate governing board, has the right to modify or change this practice, and such action must be in writing.

This handbook replaces all employee handbooks and amendments issued prior to the date of this handbook. Documents issued prior to this date should be discarded.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the objective of West Branch to encourage employment and advancement of all individuals in a way that will utilize their talents to the maximum and develop their skills most effectively in a work and community environment that is free from discrimination.

West Branch has a policy to provide equal opportunity for all where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, sexual orientation, disability, or any other protected characteristic as established by law.

This policy of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, promotion, termination and all other terms and conditions of employment.

HARASSMENT

It is the policy of West Branch that no employee be harassed by another employee, customer or supervisor on the basis of sex, race, age, disability, national origin, sexual orientation, religion or any other legally protected category.

Illegal harassment, whether verbal or physical, will not be tolerated. All members of management have the explicit responsibility and duty to take corrective action to prevent any illegal harassment of our employees.

If any employee believes that he or she has been subjected to illegal harassment, that employee should bring the matter directly to the immediate attention of their Department Head, a member of the City Council or appropriate governing board. All complaints will be investigated and appropriate remedial action taken, up to and including termination. There will be no retaliation against anyone who submits a good faith harassment complaint or participates in an investigation relating to such a complaint.

SEXUAL HARASSMENT

It is the policy of West Branch that no employee be harassed by another employee or supervisor on the basis of sex.

The policy prohibits any demand for sexual favors that is accompanied by a promise of favorable job treatment or a threat concerning the employee's employment. Also prohibited is subtle pressures for sexual favors, including implying that an applicant's or employee's cooperation of a sexual nature, or refusal thereof, will have any effect on the person's employment, job assignment, wages, promotion, or any other condition of employment.

In addition, any behavior of a sexual nature not welcomed by the employee or found to be personally offensive is expressly forbidden. This includes but is not limited to:

- a. Repeated sexual flirtations, advances, or propositions.
- b. Continued or repeated verbal abuse of a sexual nature, sexually related comments and joking, graphic or degrading comments about the employee's appearance or the display of sexually suggestive objects or pictures.
- c. Any uninvited physical contact or touching, such as patting, pinching or other contact.

Sexual harassment, whether verbal or physical, will not be tolerated. All members of management and have the explicit responsibility and duty to take corrective action to prevent any sexual harassment of our employees.

As with other forms of harassment, any employee who believes that he or she has been subjected to sexual harassment should bring the matter directly to the immediate attention of their Department Head, a member of the City Council or appropriate governing board. All complaints or reports of sexual harassment will be investigated and appropriate remedial action taken, up to and including termination. There will be no retaliation against anyone who submits a good faith sexual harassment complaint or participates in an investigation relating to such a complaint.

ORGANIZATION

MAYOR and CITY COUNCIL

The Mayor and Council of West Branch are elected to staggered 4 year terms. Their primary purpose is to be the policy setting function of the City of West Branch.

The Council meets the first and third Mondays of each month in the Council Chambers at 110 North Poplar Street. Council meetings are televised on Local Access Channel 5.

ADMINISTRATION

Central Administration includes the offices of City Administrator/City Clerk, Deputy City Clerk and Administrative Assistant. The City Administrator/City Clerk is appointed by the City Council and implements policy decisions of the Council and enforces City ordinances. Additionally, the City Administrator/City Clerk supervises department directors and is responsible for the keeping of all official City records, including ordinances, resolutions and minutes, as required by Iowa law. The Deputy City Clerk handles, accounts payable and receivable, bond and interest payments, cemetery records and state and federal reporting. The Administrative Assistant handles payroll and oversees the accounting for the City's enterprise utilities, liquor and cigarette permits.

PUBLIC WORKS

The West Branch Public Works Department performs daily operations and maintenance of the City's municipal cemetery, water and wastewater systems and infrastructure as well as street infrastructure. They are also responsible for water and wastewater compliance and operating reports as required by state law.

PARKS AND RECREATION

It is the goal of West Branch Parks and Recreation to provide affordable recreation opportunities to all members of the community. West Branch Parks and Recreation will plan, coordinate, administer, supervise and evaluate recreation programs and facilities including but not limited to adult/youth programs, sports, wellness, seniors and special events.

PUBLIC LIBRARY

The West Branch Public Library serves the information and entertainment needs of the community of West Branch. The library provides free access to all materials including books,

music, magazines, and movies as well as free computer and Internet access. Services including copying, printing, and faxing are available, but cost a minimal fee to maintain the service. The library also has programs available for all ages throughout the year including story times for preschoolers, family movie nights, and Summer Reading Programs for all ages.

POLICE

The primary responsibility of the police service and the individual officer, is the protection of the people of the United States through the upholding of their laws; chief among these is the Constitution of the United States and its amendments. The law enforcement officer always represents the whole of the community and its legally expressed will and is never the arm of any political party or clique. The first duty of a law enforcement officer, as upholder of the law, is to know its bounds upon him or her in enforcing it. Because he or she represents the legal will of the community, be it local, state or federal, he or she must be aware of the limitations which the people, through law, have placed upon him or her. He/she must recognize the genius of the American system of government which gives to no man or woman, groups of men or women, institution, absolute power, and he/she must insure that he or she, as a prime defender of that system, does not pervert its character.

FIRE AND RESCUE

The West Branch Fire Department serves as the community's primary fire and First Responder medical unit and Haz-Mat response unit. It also serves as the primary rescue unit for the district. There are 35 active firefighters, many of which are crossed trained in advanced EMT techniques. The Department is an all volunteer department. Not only serving the City of West Branch it also serves the neighboring Townships and has mutual aid agreements with many local communities, both supporting and being able to receive support from these neighboring communities. The Department partners with Johnson County Ambulance Service for primary medical transport, but can call on other medical transports, including the University of Iowa's AirCare helicopter. The Department meets as a whole once per month for business meetings and once per month or more for training and functions under its own Constitution and by-laws.

CABLE ACCESS

The City operates Cable Access Channel 5, which is viewable on Liberty Communications and Mediacom cable systems. All programming is originated from the Access Center in the West Branch Public Library. A director maintains the department equipment, programming and broadcast schedule. The department is funded solely by franchise and programming fees from franchised companies.

EMPLOYMENT

JOB OPENINGS

Whenever a vacancy occurs in a regular full-time or part time job within a department, the opening will be posted at the City Office for 10 days. Current employees may indicate their interest in being considered for the vacancy by submitting an application for the position in writing to the Department Head within the stated posting period. The Department Head will make the recommendation on who is to fill the opening depending on the nature and

responsibilities of the position. West Branch reserves the right to use other recruiting sources to fill open positions at their discretion.

VETERANS PREFERENCE

Any honorably discharged veteran, as defined by Iowa law, shall be entitled to preference in appointment and employment over other applicants of no greater qualifications.

EMPLOYEE STATUS

Regular Full Time – Regular full time employment status is granted upon satisfactory completion of the orientation period. Regular full time employees are regularly scheduled to work 40 hours per week, 52 weeks per year.

Regular Part Time – Regular part time employment status is granted upon satisfactory completion of the orientation period to an employee regularly scheduled to work less than 40 hours per week, 52 weeks per year.

Temporary – Employees who are hired for a specific period of time or work irregular hours, on an as-needed basis. Temporary employees are not entitled to any benefits as described in this handbook, but are subject to the same work rules governing regular employees.

ORIENTATION PERIOD

Except as otherwise provided by statute or the terms of a collective bargaining agreement, the orientation period is the first 180 days of an individual's employment. Unless otherwise provided by law, the completion of this orientation period does not change the at-will nature of the employment relationship.

If West Branch determines that the designed introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the orientation period may be extended for a specified period by the immediate supervisor and the Department Head, with approval of the City Council.

PHYSICAL EXAMINATION

After an offer of employment has been made to an individual, the individual may be required to submit to a physical examination conducted by a qualified physician designated by the city. Employment will be contingent upon a satisfactory physical examination.

To the extent allowed by law, the physical examination may include drug testing.

RESIGNATION

Employees shall present a written resignation at least two weeks prior to the effective date of the resignation. Employees who do not provide at least a two week notice, shall not receive payment for unused vacation, unless approved by the City Council due to extenuating circumstances.

RETIREMENT

West Branch defines retirement as when employment terminates and the employee meets the requirements of retirement under the provisions of the Iowa Public Employees Retirement System.

PERSONNEL FILES

West Branch maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of West Branch, and access to the information they contain is restricted. Generally, only management personnel of West Branch who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the City Administrator/City Clerk. With reasonable advance written notice, employees may review their own personnel file in the appropriate office and in the presence of an individual appointed by West Branch to maintain the files.

ETHICS – CONFIDENTIALITY

West Branch strives to maintain a high standard of business ethics. To assure that these standards of conduct are not violated, the city requires all employees to conduct their business in an ethical and legal fashion. This includes avoiding any activity outside of employment with the city that would adversely affect the employee's performance on the job or involve a possible conflict of interest.

The city's policy concerning business conduct also covers the protection of confidential information. It is the employee's obligation to keep such knowledge and information in strict confidence. Violation of this requirement of confidentiality is a serious matter and will result in disciplinary action.

DRESS – GROOMING

West Branch places a high priority on the employee's appearance. Since employees are in direct daily contact with the public, the public will remember the employee as a representative of the city and will be watching how the employee looks, acts and talks. We expect the employee to dress and groom themselves during working hours in such a manner as to reflect favorably upon the employee and the city. Dress in good taste and according to the requirements of the individual position.

MEAL, MILEAGE AND LODGING REIMBURSEMENT

West Branch will reimburse employees for business related meals, lodging and appropriate travel expenses, with appropriate receipts. The meal reimbursement limit is \$40.00 per day for City related meetings. In no circumstance will West Branch reimburse gratuity and or alcohol.

West Branch will reimburse employees for City related travel that requires the employee to use their personal vehicle. The reimbursement rate shall be set by the City Council.

INCLEMENT WEATHER

In the event of inclement weather, employees who choose not to report to work shall use earned vacation or leave without pay for their absence.

WORK SCHEDULES

In general, the work schedule of employees will not change from week to week. However, varying conditions in work load and demand of the public may necessitate a change in the work schedule. If it is necessary for the Department Head to change the normal work schedule, every effort will be made to give the employee as much notice as possible. Nothing in this section shall be constructed as a guarantee of the number of hours an employee will be scheduled to work.

Regular full-time employees who are classified as exempt employees under the Fair Labor Standard Act (FLSA) are not eligible for overtime or compensatory time.

COMPENSATION

Employees shall be paid the minimum rate of pay for the position, unless the City Council or appropriate governing board grants an exception due to outstanding qualifications and experience.

The West Branch City Council or appropriate governing board may elect to grant a cost of living allowance (COLA) for all employees. The rate shall be established by resolution of the City Council.

Proficiency pay increases may be provided to West Branch employees who show exemplary qualities. A proficiency pay base shall be established by the City Council or appropriate governing board.

Public Works employees shall earn an increase of \$.50 per hour incentive pay when a Water/Wastewater grade 1 or 2 certification is obtained. For a grade 3 certification or above, the employee shall earn an increase of \$.75 per hour. This pay increase would be effective the following pay period.

PAY PERIODS

Employees shall be paid bi-weekly, effective March 1, 2011. Paychecks can be obtained from the Department Director.

CALL BACK

Non-exempt employees, as defined by the FLSA, called back after their normal scheduled hours shall receive 2 hours of pay, or actual hours worked, whichever is greater.

TIME RECORDS

Employees shall provide an accurate record their work time on a daily basis.

TRAINING

West Branch shall reimburse employees for approved, work related training and tuition expenses. Appropriate documentation is required.

OVERTIME

Periodically, overtime work is necessary to maintain city operations. In some cases, there are a sufficient number of employees available to make overtime work optional. However, the Department Director may require the employee to work overtime.

Employees are not entitled to compensatory time, but rather shall earn overtime for all hours worked over forty (40) in a week. All overtime will be approved by the immediate supervisor or city administrator and be paid in the applicable pay period. For the purposes of calculating overtime, holidays, sick leave, and bereavement leave shall be counted as hours worked. For the purposes of calculating overtime, vacation time shall not be counted as hours worked.

CONFLICT RESOLUTION PROCEDURE

It is the policy of West Branch to treat all employees equitably and fairly in matters affecting their employment. Each employee will be provided ample opportunity to understand and resolve matters affecting his/her employment which the employee believes are unjust. The grievance procedure established in this policy shall be available to all regular city employees not covered by a collective bargaining agreement and who have completed their initial orientation period with the city. Employees shall have the right to present grievances without fear of reprisal.

The following are matters which may be grieved under this policy:

1. Alleged unjust application of discipline, excluding termination.
2. Alleged discrimination in any aspect of Human Resources administration on the basis of non-merit factors (i.e., race, sex, age, political affiliation, etc.).

NOTE: For a complaint of this nature, an employee has the option of utilizing this grievance procedure or following state and federal statutes.

3. Alleged unfair application, interpretation or violation of the rules and regulations of the city or one of its departments or offices.

Any grievance of an employee shall be handled in accordance with the following procedure:

Step 1. An employee shall discuss any alleged violation with her/his immediate supervisor within seven calendar days following its occurrence (or within seven calendar days from the date the employee should have had knowledge of its occurrence) in an effort to resolve the problem in an informal manner. The immediate supervisor shall respond verbally no later than seven days after the initial discussion. Every effort should be made to resolve the grievances at Step 1.

Step 2. If the Step 1 response fails to resolve the matter, the aggrieved employee may present the grievance in writing to the Department Head within seven days following receipt of the Step 1 response. Within seven calendar days following receipt of the grievance, the Department Head will answer the grievance in writing.

Step 3. In the event the official's answer in Step 2 fails to resolve the employee's grievance, the employee may, within seven calendar days following receipt of the answer in Step 2, present the grievance in writing to the Human Resources designee. (The City Council shall appoint a Human

Resources designee based on the specific circumstance of the resolution request) Within 10 calendar days following the Human Resources designee's receipt of the written grievance, the Human Resources designee shall meet with the interested parties to more fully discover the facts related to the complaint. Within 10 calendar days following said meeting, the Human Resources designee shall answer in the grievance in writing.

Step 4. If the Human Resources designee's decision does not satisfy the employee's grievance, the employee may, within 10 calendar days following receipt of the answer at Step 3, present the grievance in writing to the West Branch City Council or the appropriate governing board. The Council shall arrange to meet within 30 calendar days following receipt of the grievance with the employee and the official against whom the grievance is filed. Within 10 calendar days following the meeting, the Council shall issue a written decision. The Council's decision shall be final and binding.

FAILURE TO APPEAL

If a grievance is not presented within any of the time limits specified in this grievance procedure, the employee's grievance shall be waived and the employer's last answer shall be final and binding.

ADMINISTRATIVE PROCEDURES

1. All suspension and discharge grievances shall commence at Step 3 of the grievance procedure, and must be filed in writing no later than seven days following receipt of written notice of such disciplinary action.
2. The employee may be accompanied or represented by counsel at each step of the grievance procedure, if the employee so desires. Any costs incurred by the employee by outside counsel shall be the responsibility of the employee, regardless of the outcome of any decisions at any step of the process.
3. All grievances must specify explicitly the problem, including relevant names and dates; why the preceding response by management or supervision did not reasonably resolve the problem; and the requested remedy to the problem.

DISCIPLINE

Formal disciplinary actions will include verbal warning, written reprimand, suspension, and/or dismissal. It shall be the policy of West Branch to utilize a system of progressive discipline in addressing an employee's work deficiencies; however, any of the disciplinary measures cited above may be initiated on the more serious first offense.

In most cases, disciplinary action will be issued to the employee by his/her immediate supervisor, or by a higher-level supervisor in the department to which the employee is assigned. Disciplinary action will be issued in a manner which will minimize embarrassment to the employee.

All disciplinary actions will be thoroughly documented in writing appropriate to the infraction committed. The document should be signed by the supervisor or Department Head initiating the action and by the employee. A copy should then be given to the employee, and a copy forwarded to the City Office. If the action involves an employee covered by a collective

bargaining agreement, said agreement may also require a copy be sent to the appropriate union steward.

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency and effectiveness in their work. Department Heads and supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives. Whenever the work habits, attitude, production or personal conduct of an employee falls below an acceptable standard, the employee is subject to corrective and/or disciplinary action. All such actions shall be promptly and consistently administered and shall not be on account of political considerations, personal bias, or prejudice.

Letters of clarification shall precede formal discipline whenever, in the judgment of the Department Head, an infraction is readily correctable and is of lesser consequence.

GROUNDINGS FOR DISCIPLINARY ACTION

The seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives which prompted it. Related and mitigating factors would be considered when determining the appropriate action to take. Each of the following work related infractions may be just cause for disciplinary action, up to and including dismissal. The list presented herein is not intended to be all-inclusive.

1. Unreasonable and/or abusive treatment of a client, citizen, other city employee or individual in the community, including verbal or nonverbal sexual or racial harassment.
2. Violation of any lawful and reasonable city or departmental policy.
3. Destruction or loss of city property, including abuse of tools, equipment and/or clothing allotments.
4. Absence from duty without permission, proper notice or satisfactory reason.
5. Falsifying records, knowingly giving inaccurate information or unnecessarily withholding information.
6. Obtaining materials or leave time based on fraudulent information; dishonesty; stealing; and other criminal acts.
7. Being under the influence of narcotics, alcohol or other physically impairing or illegal substances on the job.
8. Possession of any type of firearms, explosives or concealed weapons (without specific authority).
9. Conviction of a crime involving moral turpitude, casting doubt on the individual's ability to perform his/her city job effectively. (NOTE: Dismissal or non-prosecution for criminal charges shall not, in itself, preclude the city from taking disciplinary action.)

10. Incompetence, ineffectiveness, inefficiency or wastefulness in the performance of assigned duties.
11. Disregard for safety policies, procedures, reporting requirements, and/or proper use of safety equipment.
12. An attendance record which demonstrates a consistent or continual lack of availability for work to the extent that ineffectiveness or inefficiency of services results.
13. The Department Head or elected official may elect to place an employee on investigative leave before making any determination of corrective or disciplinary action.

COOPERATION IN INVESTIGATIONS

All employees are required to fully cooperate with any representative of the city who is conducting a work-related investigation. Employees will be disciplined for lying to any representative of the city, or providing information to any representative of the city which is dishonest, misleading, inaccurate, or incomplete.

Employees will also be disciplined for impeding, obstructing, or failing to cooperate with an inquiry or investigation conducted by any representative of the city. "Obstructing" includes, but is not limited to, threatening, intimidating, or coercing other individuals who may be contacted by a representative of the city, and discouraging other individuals who may be contacted by a representative of the city from responding to or cooperating with the city. "Failing to cooperate" includes, but is not limited to, failing to provide information, documents, or materials requested by a representative of the city, and providing information, documents, or materials to a representative of the city which are dishonest, misleading, inaccurate, or incomplete.

REQUESTS FOR LEGAL WORK

Any request for legal advice from the City Attorney should be forwarded to the City Administrator or Mayor prior to the request, unless otherwise approved.

DRUG FREE WORKPLACE

West Branch is committed to the policy of maintaining a drug-free workplace. Thus, the unlawful manufacture, distribution, dispensation, possession or use of alcohol or any controlled substance by any employee in the workplace is prohibited. A controlled substance within the meaning of this policy means any controlled substance as defined by state or federal law. Any violation of this prohibition will result in discipline up to and including discharge.

The use of controlled substances, either on or off the job, is inconsistent with the behavior expected of employees, subjects all employees and the public to unacceptable safety risks, and undermines the city's ability to operate effectively and efficiently.

West Branch requires you to report any conviction under a criminal drug statute for violations occurring on the Employer's premises, or off the Employer's premises while conducting official

business. A report of a conviction must be made to your Department Head within five working days after the conviction. Failure to do so will result in immediate dismissal from your position.

PERFORMANCE EVALUATIONS

Frequency of Evaluations: Employees may be evaluated by the employee's supervisor or Department Head at least annually, and at such other times as deemed appropriate by the Department Head

Evaluation Conference: A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee.

Response: All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

CITY EQUIPMENT

West Branch provides supplies, equipment, and materials necessary for you to perform your job. These items include but are not limited to: telephones, computers, email and the internet. These items are intended to be used for the West Branch purposes. Minimal, appropriate personal use may be acceptable as determined by management personnel. Employees have no reasonable expectation of privacy with respect to any city provided equipment whether or not employees have private access or an entry code into the any system.

It is unacceptable for any user at any time to use, submit, publish, display, or transmit on any City computer system information which:

- Violates or infringes on the rights of any other person, including the right to privacy;
- Contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise objectionable or illegal material;
- Contains any material or comments that would offend someone on the basis of his or her race, gender, age, sexual orientation, gender identity, religious or political beliefs, national origin, or disability.
- Restricts or inhibits other authorized users from using the system or otherwise inhibits the efficiency of the computer system.
- Encourages the use of controlled substances or uses the computer system for the purpose of inciting crime, or
- Uses the system for any other illegal purpose.

It is also unacceptable for any user at any time to use the facilities and capabilities of the system to:

- Conduct any business activity or solicit the performance of any activity which is prohibited by law; or
- Transmit material, information or software in violation of any local, state or federal law;
- Conduct any fund raising and public relations activities; or

Employees who violate this policy are subject to disciplinary action in accordance with established personnel policies.

CELL PHONE

Occasional minimal personal use of a city or personal cell phone is permissible per Department Head approval and if the Department Head sufficiently controls its use.

VEHICLE USE

City vehicles may be available for use by city employees for city business only.

No city vehicle shall be used to transport family members or be used for any personal use other than a direct travel route to and from the city business premises. West Branch may allow de minimis use as provided by IRS regulations.

Employees must have a valid driver's license or CDL as required, maintain an acceptable driving record and may be required to provide a certificate of insurance to operate a city vehicle. Employees must notify their Department Head immediately upon any serious violation or accident involving a city vehicle.

BENEFITS

West Branch has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the employee handbook contains a very general description of the benefits to which you may be entitled as an employee. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination.

West Branch reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, West Branch reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

HEALTH INSURANCE

West Branch currently offers regular full-time employees, health coverage for themselves, their spouse and dependents.

Coverage takes effect the first day of the month following the employees hire date. Once made, your election is generally fixed for the remainder of the plan year. However, if you undergo a coverage enrollment event you may make a change in coverage provided you do so as soon as possible of that event. Please contact the City Clerk to determine if the change qualifies as an event under the plan document.

At the end of each fiscal year, during open enrollment you are free to change your medical elections for the following fiscal year, whether or not you have a change event.

Regular full-time employees with health insurance coverage through another family member may opt out of health insurance coverage with the City in return for the City providing a payment in lieu thereof in the amount of fifty (50) percent of the cost of a single premium.

DENTAL INSURANCE

West Branch currently offers regular full-time employees, dental coverage for themselves, their spouse and dependents. Coverage takes effect the first day of the month following the employees hire date, if the employees hire date is the 1st of the month coverage begins that day.

Regular full-time employees may opt out of dental insurance coverage with the City in return for the City providing a payment in lieu thereof in the amount of fifty (50) percent of the cost of a single premium.

FLEXIBLE SPENDING ACCOUNT

West Branch offers an employee-funded flexible spending account to regular full-time employees. Just before the beginning of the calendar year, plan participants may elect an annual amount of flexible dollars to pay for eligible dependent care and health care expenses

GROUP LIFE INSURANCE

West Branch offers regular full-time employees who are employed by West Branch, an employer-paid basic group term life policy along with an accidental death and dismemberment policy. Each policy pays a death benefit equal to \$15,000, accidental is \$20,000.

SUPPLEMENTAL INSURANCE

West Branch offers supplemental voluntary insurance coverage.

VACATION – PERSONAL DAYS

Regular full-time employees shall accrue vacation leave credit, based on regular full time equivalent service and prorated on a pay period basis. Annual vacation shall be accrued as follows:

Years of Service	Annual Vacation Hours
Hire date up to 5 years	104
5 years but less than 10 years	128

10 years or more	184
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Vacation will not be paid if employment terminates within the orientation period. Vacation time may not be accumulated to more than 240 hours. Any accumulation of vacation hours above 240 will be forfeited by each employee on July 1st of each year, effective July 1, 2012. Vacation usage is subject to approval by the Department Director.

HOLIDAYS

Part-time employees receive their scheduled hours and full-time employees receive eight hours compensation for the following city holidays:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

Those employees whose regular work week is Monday to Friday – when a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday.

Those employees required to work on a holiday shall be paid time and one half for all hours worked on a holiday.

As an example if an employee works 8 hours on Christmas, that employee shall receive 8 hours of holiday pay and 8 hours of time and a half for hours worked.

UNPAID LEAVE OF ABSENCE

It is the policy of West Branch to grant unpaid leaves of absence to its employees when the requests are compatible with a department's operational needs and scheduling requirements. Employees may request an unpaid leave of absence for public service leave, extenuating medical circumstances or unpaid bereavement leave.

An employee desiring an unpaid leave of absence shall make a written request to his/her Department Head, setting forth the reason(s) for the request and the duration of the requested leave.

A request for an unpaid leave of thirty days or less will be approved or disapproved promptly by the Department Head.

A request for an unpaid leave of more than thirty days will be forwarded with recommendation by the Department Head to the City Council or appropriate governing board. In no event shall unpaid leave, under the provision of this policy, be approved for more than six months by the City Council or appropriate governing board unless provided by law.

Upon return from an unpaid leave of absence, West Branch will attempt to place the employee in his/her former position at the salary and step occupied at the time such leave began; provided however, that the employee is able to perform the essential functions of his/her position. In the event the former position is not available or, the employee is not able to perform the essential functions of his/her position, West Branch will attempt to place the employee in another position consistent with qualifications, ability, and staffing requirements. At no time will employees utilizing this policy be guaranteed a position upon return from an unpaid leave of absence.

An employee who fails to return from an unpaid leave of absence on the date specified in the request shall be considered to have resigned his/her position, unless a written request for extension has been submitted by the employee, recommended by the Department Head, and approved by the City Council.

While on an unpaid leave of absence, an employee shall not accrue sick leave or vacation benefits. Nor shall time spent on an unpaid leave of absence be considered time worked for the purpose of receiving an in-grade wage increment. The employee must pay his/her own group health and life insurance premiums for that portion of an unpaid leave of absence in excess of thirty (30) days.

In considering an employee's request for an unpaid leave of absence, the Department Head shall require the employee to use available vacation prior to being placed on leave without pay.

WORK RELATED INCAPACITY

Employees temporarily incapacitated as a result of work related circumstances will be required to perform assigned work as soon as a competent medical authority has determined that they are capable of performing those specific duties assigned and such work would not be inconsistent with ongoing medical treatment.

The Department Head shall determine specifically which work assignments are appropriate and shall then obtain the appropriate medical clearance. Such employees will be required to perform duties as assigned and those assignments may include work in any city department or office.

West Branch will not accommodate non work related injuries or illnesses.

IPERS

West Branch employees are covered by the Iowa Public Employee Retirement System. Employees and West Branch shall contribute a state mandated amount of funding to this system to compensate employees upon retirement.

SICK LEAVE

All regular full-time employees shall be entitled to accrue sick leave based on full time equivalent service and the hours worked. Employees shall accrue 96 hours of sick leave annually, and sick leave can accumulate to a maximum of 560 hours.

For regular full-time employees, the pay for a day of sick leave will be compensation at the employee's regular rate of pay for eight hours or for their regularly scheduled hours of work, if that number of hours is different than eight.

Sick leave accruals may be used for the following reasons:

1. Personal illness or injury which renders the employee unable to perform the duties of his/her position;
2. Illness of a member of the employee's family, including spouse, child, parent or legal ward necessitating the employee to be in attendance;
3. Medical, dental or optical appointments which cannot be scheduled during non-working hours.

An employee continues to accrue sick leave time even while on sick leave.

Employees who are unable to report for work because of illness are to notify their Department Director before the regular work day begins.

Employees can be compensated for 50% of yearly accumulated sick leave above the 560 hour maximum accumulation. Employees will be paid for this unused leave on the first pay check after October 15 of each year.

Upon retirement employees hired before January 1, 2009 will be paid 50% of the accumulated sick leave based on the employee's current hourly based salary. Employees hired after January 1, 2009 shall receive 25% of the accumulated sick leave based upon the employee's current hourly based salary.

JURY DUTY

Employees may be granted time off with pay for a period not to exceed three calendar months in any one calendar year for the purpose of jury duty. The employee will be granted time off only for that portion of the workday necessary to serve duty. The employee is responsible to turn over jury or witness fees, excluding mileage fees, to the City Administrator/City Clerk when the length of jury duty service requires the hiring of temporary staff to cover operational effectiveness of the department.

MILITARY LEAVE

Employees with military obligations will be granted leaves of absence in accordance with applicable federal and state laws.

BEREAVEMENT LEAVE

Employees may be granted time off with pay for up to 5 days in the event of the death of spouse and child. Employees may be granted time off with pay for up to 3 days off in the event of the death in the employee's immediate family. Employees may be granted time off with pay for up to 1 day for the employee's extended family.

For the purposes of bereavement leave, immediate family includes the following: father, mother, brother, sister, mother-in-law, father-in-law, employee's grandparent or employee's spouses grandparent, grandchild, or guardian; extended family shall include the following: sister-in-law, brother-in-law, uncle, aunt, niece, nephew or first cousin.

**CITY OF WEST BRANCH HEALTH INSURANCE OPTIONS
(CHECK ONLY ONE)**

_____ I elect to participate in the City of West Branch’s Health Insurance Program.

_____ I elect not to participate in the City of West Branch’s Health Insurance Program.
In return the City will provide a payment in lieu thereof in the amount of fifty percent (50%) of the cost of a single employee health & dental insurance premium.
You must show proof of insurance coverage elsewhere

THINGS TO CONSIDER BEFORE OPTING OUT OF THE CITY OF WEST BRANCH’S HEALTH INSURANCE PLAN:

1. If an employee initially declines to enroll in the health insurance coverage provided by the City of West Branch and obtains coverage through his or her spouse, the employee can re-enroll in the City’s group insurance plan at the City annual renewal time or during a special enrollment if a qualifying (life-changing) event has occurred. An event that allows you to change your benefit elections during the plan year are marriage, divorce, spouse’s loss of employment or the birth of a child. Under the Affordable Care Act there are no pre-existing condition exclusion periods.
2. To be eligible to continue group medical coverage under the City of West Branch’s health insurance plan (COBRA coverage), the qualified beneficiary (i.e. employee, spouse, dependent children) must be covered by the City’s group health plan on the day before the qualifying event occurs. Those qualifying events are:
 - a. termination of employment for reasons other than “gross misconduct”
 - b. reduction in the number of hours of employment
 - c. covered employee’s becoming entitled to Medicare
 - d. divorce of legal separation of the covered employee
 - e. death of the covered employee
 - f. loss of “dependent child” status

The decision to opt out of coverage is entirely that of the employee. Employee states that he/she has not relied on any representations of the City with regard to whether they should opt out of coverage other than those specifically contained above.

Employee Signature

Date

A photograph of a group of people, including children and adults, climbing a large, dark rock formation in a lush, green forest. The scene is filled with trees and foliage, creating a natural and adventurous atmosphere. The text is overlaid on the top half of the image.

2013 ANNUAL REPORT

**CITY OF WEST BRANCH, IOWA
PARKS AND RECREATION DEPARTMENT**

***CREATING COMMUNITY THROUGH PEOPLE, PARKS
AND PROGRAMS***

**CITY OF WEST BRANCH
PARKS AND RECREATION ANNUAL
REPORT 2013**

A message from the Director.....

Providing the quality of service that citizens have come accustomed to requires the energy of a very committed city staff, the dedication of an active Parks & Recreation Advisory Commission, the interest and support of City Council and the citizens of West Branch. The commitment to excellence is taken seriously among those of us who are dedicated to providing West Branch with the very best in parks and recreation services.

We are very grateful for the many volunteers and sponsors who give so freely of their time and who continue to be devoted to our youth and adult programs. Their support and continued interest allows us to develop and maintain excellent facilities, parks, trails, programs, and services. We appreciate those who are devoted and contribute to the health and wellness of West Branch and truly understand the benefits that Parks and Recreation brings to each citizen and continue to support this department and its goals for the future.

*Melissa Russell, CPRP
Director, Parks and Recreation*

Park and Recreation programs could not operate without the assistance from an amazing group of community volunteers.

Activity	Number of Volunteers involved	Number of Volunteer Hours
Park Improvements volunteers	375	750
Youth Sports volunteers	76	608
Community Activities volunteers	10	300
Summer Activities	10	200
Total volunteers and volunteer hours	471	1858

Inside this report

- Youth Sports
- Community Programs
- Adult Fitness and recreation
- Highlights
- The Year Ahead

**PARK AND RECREATION
COMMISSION MEMBERS**

Shane Staker 2014
 Lisa Corr 2015
 Beth Noe 2016
 Becky Hosier 2015
 Cory Nalan 2015
 Liz Seydel 2015

The Park & Recreation Commission recommends and review policies, rules, regulations, ordinances and budgets relating to parks and playgrounds of the City. Three-year terms are appointed by the Mayor with the approval of the City Council.



YOUTH SPORTS

Flag Football



Basketball



You can learn more about a man in an hour of play than in a lifetime of conversation."

PLATO

Registered participants	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
PreK-2 nd grade Flag Football	0	44	64	76	84
3 rd -4 th grade Flag Football	0	0	37	39	31
3 rd -4 th grade Girls Volleyball	22	21	33	25	27
5 th -6 th grade Girls Volleyball	28	28	26	46	34
PreK-2 nd Basketball	0	0	0	52	65
PreK-1 st grade soccer	30	36	29	40	38
5 th -6 th grade Track and Field	36	46	32	36	29
Preschool Tball	60	48	63	68	62
Youth Tumbling Class	0	10	0	38	0
Preschool Fall Soccer	24	0	0	0	0
Total	200	233	284	420	395

Youth programs continued to thrive this year for Parks and Recreation. Program participation fluctuates with different age levels and grades. One struggle we continue to face is registration deadlines. The teen trips were cancelled once again this year, due to lack of registrations by the deadline.

Youth athletics continued to do well this year even though it took 6% decrease in participation. It is the expectation that program participation in existing programs will remain consistent over the next year.

In 2014 there will be an overall increase in youth athletics due to the absorption of the former Summer League Program. Summer League provided summer t-ball, baseball, and softball for children in grades K-6th grade.

COMMUNITY PROGRAMS

Parks and Recreation continues to partner with many organizations to provide quality programs for the community. Community programs give people of all ages a chance to have fun, explore new activities, and relax in an affordable manner.

Community Events also provide excellent opportunities to showcase West Branch to persons outside of West Branch. The number of participants participating in community events increased 38.5% this year, mostly due to the popularity of the Lunch Bunch Program and the addition of early out and no school days activities.

Wellman Skating Rink Day Camp 2013



Participants	2009	2010	2011	2012	2013
Easter Egg Hunt	150	200	200	200	200
Scarecrow Festival	50	Cancelled	75	Cancelled	0
Chili Supper and Costume Contest	0	0	0	200	200
Hometown Days	50	0	0	0	0
Trivia Nights	120	100	100	100	0
Frosty Frenzy	0	133	83	50	0
Swim Lesson Bus	30	30	40	49	57
Summer Camp	0	39	30	49	49
Soap Box Derby	0	0	18	20	0
Teen Activities	95	75	75	0	0
Early Out Activities	20	30	0	0	300
Youth Enrichment classes	37	39	0	0	0
Lunch Bunch	0	60	120	325	495
Big Wheel Race	0	0	0	0	45
No School Day	0	0	0	0	30
Total	552	706	741	993	1376

Bloomsbury Farms No School Day Trip



"We do better together, not alone. We need to play together to feel alive. We need to share together to feel whole. At any age, we need to feel, recreate, breathe!"
Patricia Miller, Recreation Therapist

ADULT FITNESS AND RECREATION

Parks and Recreation has been committed to providing quality adult programs. In 2013, West Branch Parks and Recreation has continued with offering fitness classes. Parks and Recreation has 3 different class options; Pilates, Zumba, and Tough Mother Fitness Class. Tough Mother classes offer both strength training and cardio activity. Tough Mother classes are taught by 3 West Branch women; Shawn Pierce, Deb Fiderlein, and Jodi Yeggy. The Zumba instructor, Kerri Fitch, was a former West Branch Zumba participant who enjoyed the class so much she obtained her Zumba Certification. Fitness class attendance increased in 2013.

The Harvey Peden Sand Volleyball League continued to have high participation. This year there were 15 teams who participated in regular season play and 12 of those teams played in the end of the season tournament. The shortage of sand volleyball courts continues to be an issue for the sand volleyball league.

Adults in the community continue to ask for more programming such as softball, kickball and increased enrichment activities. Finding appropriate times, locations, and staff resources for more adult activities continues to be a struggle for the Park and Rec. staff.

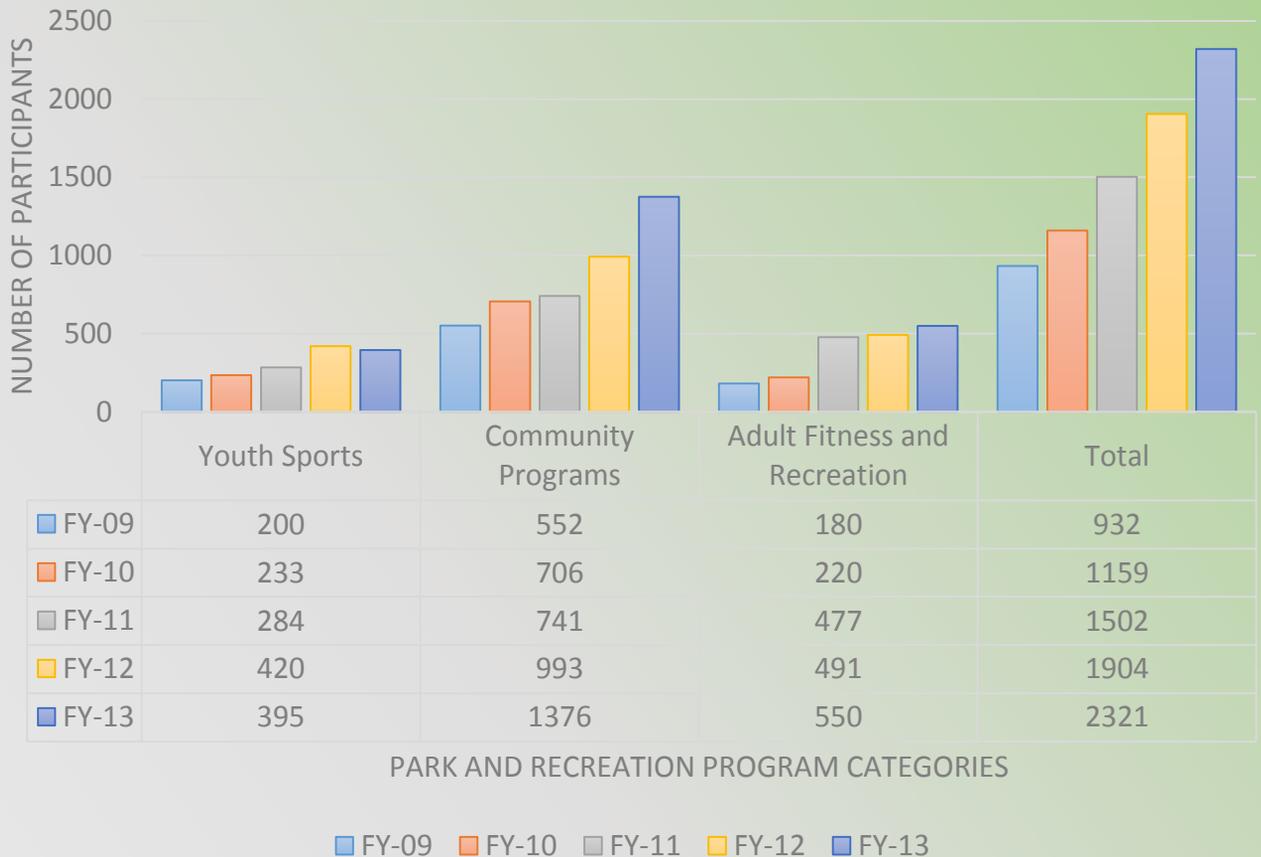
Overall the participation in adult programs increased by 12%.



Adult Program Registrations	2009	2010	2011	2012	2013
Harvey Peden Sand Volleyball League	80	110	120	140	150
Harvey Peden Sand Volleyball Tournament	60	90	100	120	130
Running Clubs	0	10	0	26	60
Fitness Classes	0	10	257	185	210
Bags League	0	0	0	20	0
Indoor Volleyball	40	0	0	0	0
Total	180	220	477	491	550

Life is best enjoyed when time periods are evenly divided between labor, sleep, and recreation...all people should spend one-third of their time in recreation which is rebuilding, voluntary activity, never idleness.

Total Participation in Park and Recreation Activities over the past 5 years.



2013 Highlights

- Community Programs** West Branch Parks and Recreation teamed up with West Branch Public Library to create early out afterschool programs at the WBPL. This was a huge success. Park and Rec and the library also planned a teen outing to Maquoketa Caves in the summer of 2013. This was an event made possible only by the cooperation of both departments. In 2014 planned programming between the WBPL and Park and Recreation will expand.
- Lunch Bunch participation also increased. In 2014 the weekly program will combine with the West Branch Free Lunch Program. This will create more programming options for West Branch Parks and Recreation.
- Fitness Classes** Fitness classes and running groups continued to be successful in 2013. There has been the addition of several instructors which has allowed an expansion of services.
- Pederson Valley Land Purchase** Land was purchased by the West Branch City Council. This new purchase will be the home of the future West Branch Community Center as well as a new ball field complex.
- Overall participation in Park and Recreation activities increased by 22%.

The Year Ahead....

In 2014, Parks and Recreation will complete the Strategic Park Plan for all six of the City Parks. This will be done with the assistance of the West Branch Community and HBK Engineering. Staff will continue to seek funding sources to assist with current and future park development.

Parks and Recreation continues to strive to improve programming for participants of all ages. We expect to continue to see participation growth in 2014.

2014 looks to be an exciting year for the City of West Branch!

Total Employee Compensation - FY 2013/14*

*Assumes 1.9% Salary Increase and 6.82% Increase in the cost of health insurance and no increase in dental or life insurance.

Employee/Dept	Base Salary	1.9% or other	OT	FY 14 Salary Prop.	IPERS	FICA	INS	Total
Matt Muckler	\$ 78,408.75	\$ 1,489.77	\$ -	\$ 79,898.52	\$ 7,134.94	\$ 6,112.24	\$ 11,402.88	\$ 104,548.57
Dawn Brandt	\$ 41,801.76	\$ 794.23	\$ 1,064.90	\$ 43,660.89	\$ 3,898.92	\$ 3,340.06	\$ 6,150.60	\$ 57,050.47
<u>Jennifer Harden</u>	<u>\$ 31,200.00</u>	<u>\$ 592.80</u>	<u>\$ 794.82</u>	<u>\$ 32,587.62</u>	<u>\$ 2,910.07</u>	<u>\$ 2,492.95</u>	<u>\$ 11,402.88</u>	<u>\$ 49,393.53</u>
Admin Subtotal	\$ 151,410.51	\$ 2,876.80	\$ 1,859.72	\$ 156,147.03	\$ 13,943.93	\$ 11,945.25	\$ 28,956.36	\$ 210,992.57
Mike Horihan	\$ 52,780.00	\$ 5,278.00	\$ 5,805.80	\$ 63,863.80	\$ 6,475.79	\$ 4,885.58	\$ 11,402.88	\$ 86,628.05
John Hanna	\$ 40,755.40	\$ 4,075.54	\$ 4,483.09	\$ 49,314.03	\$ 5,000.44	\$ 3,772.52	\$ 11,402.88	\$ 69,489.88
<u>Alex Koch</u>	<u>\$ 36,961.60</u>	<u>\$ 3,696.16</u>	<u>\$ 4,065.78</u>	<u>\$ 44,723.54</u>	<u>\$ 4,534.97</u>	<u>\$ 3,421.35</u>	<u>\$ 6,453.72</u>	<u>\$ 59,133.57</u>
PD Subtotal	\$ 130,497.00	\$ 13,049.70	\$ 14,354.67	\$ 157,901.37	\$ 16,011.20	\$ 12,079.45	\$ 29,259.48	\$ 215,251.50
Paul Stagg	\$ 35,360.00	\$ 671.84	\$ 4,503.98	\$ 40,535.82	\$ 3,619.85	\$ 3,100.99	\$ 6,453.72	\$ 53,710.38
Paul O'Neil	\$ 39,998.40	\$ 759.97	\$ 5,094.80	\$ 45,853.17	\$ 4,094.69	\$ 3,507.77	\$ 6,453.72	\$ 59,909.34
Tim Moss	\$ 41,080.00	\$ 780.52	\$ 5,232.57	\$ 47,093.09	\$ 4,205.41	\$ 3,602.62	\$ 11,402.88	\$ 66,304.00
Matt Goodale	\$ 47,652.80	\$ 4,765.28	\$ 6,552.26	\$ 58,970.34	\$ 5,266.05	\$ 4,511.23	\$ 11,402.88	\$ 80,150.50
<u>Part Time</u>	<u>\$ 18,125.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 18,125.00</u>	<u>\$ 1,618.56</u>	<u>\$ 1,386.56</u>	<u>\$ -</u>	<u>\$ 21,130.13</u>
PW Subtotal	\$ 182,216.20	\$ 6,977.61	\$ 21,383.60	\$ 210,577.41	\$ 18,804.56	\$ 16,109.17	\$ 35,713.20	\$ 281,204.35
Nick Shimmin	\$ 39,549.84	\$ 3,954.98	\$ -	\$ 43,504.82	\$ 3,884.98	\$ 3,328.12	\$ 6,453.72	\$ 57,171.64
Becky Knoche	\$ 30,000.00	\$ 3,000.00	\$ -	\$ 33,000.00	\$ 2,946.90	\$ 2,524.50	\$ 11,402.88	\$ 49,874.28
<u>Part Time</u>	<u>\$ 19,500.00</u>	<u>\$ 3,172.00</u>	<u>\$ -</u>	<u>\$ 22,672.00</u>	<u>\$ 2,024.61</u>	<u>\$ 1,734.41</u>	<u>\$ -</u>	<u>\$ 26,431.02</u>
Library Subtotal	\$ 89,049.84	\$ 10,126.98	\$ -	\$ 99,176.82	\$ 8,856.49	\$ 7,587.03	\$ 17,856.60	\$ 133,476.94
<u>Melissa Russell</u>	<u>\$ 34,923.20</u>	<u>\$ 663.54</u>	<u>\$ 889.67</u>	<u>\$ 36,476.41</u>	<u>\$ 3,257.34</u>	<u>\$ 2,790.45</u>	<u>\$ 6,818.16</u>	<u>\$ 49,342.36</u>
P & R Subtotal	\$ 34,923.20	\$ 663.54	\$ 889.67	\$ 36,476.41	\$ 3,257.34	\$ 2,790.45	\$ 6,818.16	\$ 49,342.36
Mayor & Council	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ 100.00	\$ 573.75	\$ -	\$ 8,173.75
M & C Subtotal	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ 100.00	\$ 573.75	\$ -	\$ 8,173.75
Totals	\$ 595,596.75	\$ 33,694.63	\$ 38,487.66	\$ 667,779.04	\$ 60,973.53	\$ 51,085.10	\$ 118,603.80	\$ 898,441.47

Total Employee Compensation - FY 2014/15*

Updated Jan. 9, 2014

*Assumes 3% Base Salary Increase, 5.16% Increase in the cost of health insurance and no increase in dental or life insurance.

Employee	HD	Base Salary	3% or other	OT	FY 15 Salary	IPERS	FICA	INS	Total
Muckler	6/10	\$ 79,899.00	\$ 2,396.97	\$ -	\$ 82,295.97	\$ 7,349.03	\$ 6,295.64	\$ 11,956.00	\$ 107,896.64
D. Brandt	6/8	\$ 45,965.00	\$ 2,757.90	\$ 2,436.15	\$ 51,159.05	\$ 4,568.50	\$ 3,913.67	\$ 38.00	\$ 59,679.21
S. Peden	7/13	\$ 31,803.00	\$ 1,908.18	\$ 1,685.56	\$ 35,396.74	\$ 3,160.93	\$ 2,707.85	\$ 6,770.00	\$ 48,035.52
Admin Sub.		\$ 157,667.00	\$ 7,063.05	\$ 4,121.70	\$ 168,851.75	\$ 15,078.46	\$ 12,917.16	\$ 18,764.00	\$ 215,611.37
Horihan	8/11	\$ 58,053.00	\$ 3,483.18	\$ 6,153.62	\$ 67,689.80	\$ 6,863.75	\$ 5,178.27	\$ 11,956.00	\$ 91,687.81
J. Hanna	9/7	\$ 44,824.00	\$ 2,689.44	\$ 4,751.34	\$ 52,264.78	\$ 5,299.65	\$ 3,998.26	\$ 11,956.00	\$ 73,518.69
A. Koch	11/12	\$ 40,664.00	\$ 2,439.84	\$ 4,310.38	\$ 47,414.22	\$ 4,807.80	\$ 3,627.19	\$ 6,770.00	\$ 62,619.21
Part Time		\$ 18,200.00	\$ -	\$ -	\$ 18,200.00	\$ 1,845.48	\$ 1,392.30	\$ -	\$ 21,437.78
PD Sub.		\$ 161,741.00	\$ 8,612.46	\$ 15,215.35	\$ 185,568.81	\$ 18,816.68	\$ 14,196.01	\$ 30,682.00	\$ 249,263.50
P. Stagg	8/12	\$ 39,208.00	\$ 3,920.80	\$ 6,469.32	\$ 49,598.12	\$ 4,429.11	\$ 3,794.26	\$ 6,770.00	\$ 64,591.49
P. O'Neil	8/1	\$ 40,768.00	\$ 1,223.04	\$ 4,199.10	\$ 46,190.14	\$ 4,124.78	\$ 3,533.55	\$ 6,770.00	\$ 60,618.47
Tim Moss	7/3	\$ 41,871.00	\$ 1,256.13	\$ 4,312.71	\$ 47,439.84	\$ 4,236.38	\$ 3,629.15	\$ 11,956.00	\$ 67,261.37
Goodale	10/10	\$ 52,416.00	\$ 1,572.48	\$ 8,098.27	\$ 62,086.75	\$ 5,544.35	\$ 4,749.64	\$ 11,956.00	\$ 84,336.74
Part Time		\$ 16,800.00	\$ -	\$ -	\$ 16,800.00	\$ 1,500.24	\$ 1,285.20	\$ -	\$ 19,585.44
PW Sub.		\$ 191,063.00	\$ 7,972.45	\$ 23,079.41	\$ 222,114.86	\$ 19,834.86	\$ 16,991.79	\$ 37,452.00	\$ 296,393.50
Shimmin	1/7	\$ 43,505.00	\$ 4,350.50	\$ -	\$ 47,855.50	\$ 4,273.50	\$ 3,660.95	\$ 6,770.00	\$ 62,559.94
Knoche	10/7	\$ 38,166.00	\$ 2,289.96	\$ -	\$ 40,455.96	\$ 3,612.72	\$ 3,094.88	\$ 38.00	\$ 47,201.56
New FTE	7/14	\$ 31,200.00		\$ -	\$ 31,200.00	\$ 2,786.16	\$ 2,386.80	\$ 6,770.00	\$ 43,142.96
Part Time		\$ 14,508.00	\$ 435.24	\$ -	\$ 14,943.24	\$ 1,334.43	\$ 1,143.16	\$ -	\$ 17,420.83
Library Sub.		\$ 127,379.00	\$ 7,075.70	\$ -	\$ 134,454.70	\$ 12,006.80	\$ 10,285.78	\$ 13,578.00	\$ 170,325.29
Russell	10/4	\$ 35,589.00	\$ 2,135.34	\$ 3,772.43	\$ 41,496.77	\$ 3,705.66	\$ 3,174.50	\$ 7,134.00	\$ 55,510.94
Part Time		\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 178.60	\$ 153.00	\$ -	\$ 2,331.60
P & R Sub.		\$ 37,589.00	\$ 2,135.34	\$ 3,772.43	\$ 43,496.77	\$ 3,884.26	\$ 3,327.50	\$ 7,134.00	\$ 57,842.54
Mayor		\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ 100.00	\$ 573.75	\$ -	\$ 8,173.75
M & C Sub.		\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ 100.00	\$ 573.75	\$ -	\$ 8,173.75
Totals		\$ 682,939.00	\$ 32,859.00	\$ 46,188.89	\$ 761,986.89	\$ 69,721.06	\$ 58,292.00	\$ 107,610.00	\$ 997,609.95

Fiscal Year 2013-14 General Fund Revenue Estimate

Property Tax	\$	973,122	
Ag Land	\$	1,348	
City-Owned Civic Center Levy	\$	16,219	
Local Emg Mgmt Com Levy	\$	5,835	
Emergency Levy	\$	32,437	
Cable Franchise Fee	\$	26,000	
Licenses and Permits	\$	24,375	Includes beer & liquor, cigarette, building and animal licenses
Interest	\$	2,800	
Rent and Royalties	\$	2,600	Town Hall rent
Subdivision Charges	\$	30,905	Site Plans, Final Plats, Engineering Pass-Through
NPS Snow Plowing	\$	6,000	Annual Contract
Library CD Fund Transfer	\$	30,000	
Library Reimbursement	\$	13,332	Rural Library Assistance
Other Library	\$	6,950	Fines, Misc. revenue, Private contributions, Open access
Fire Trustees	\$	139,275	
Landfill	\$	43,488	Recycling contract
Cemetery Lots	\$	1,500	Sale of lots
Grave Openings	\$	8,000	
Parks and Rec Fees	\$	22,225	All Recreation Department activity fees
Donations	\$	10,000	Hoover's Hometown Days
Fuel Tax Refund	\$	1,500	
Fines	\$	4,000	
Misc. Revenue	\$	7,500	NSF fees, Garbage tags, other misc.
Total Revenue Estimate	\$	1,409,411	
Minus Trustees, Parks & Rec , Library and Subdivision Charges and Main Street Loan Payments	\$	222,405	
Subtotal 1	\$	1,187,006	
Minus FY13 GF Salary Estimate	\$	508,516	
Non-salary GF expenditures	\$	678,490	

Fiscal Year 2013-14 All Funds Revenue Estimate

General Fund	\$	1,409,411
Tort Liability	\$	52,607
Road Use Tax	\$	217,328
Local Option Sales Tax	\$	135,514
TIF Revenue	\$	302,527
Perpetual Fund - Cemetery	\$	1,000
Krouth Interest Fund	\$	200
Water	\$	451,880
Water Sinking	\$	63,450
Sewer	\$	314,683
Wastewater Lift Station Project	\$	-
Trust and Agency	\$	143,870
Emergency Levy	\$	32,437
Debt Service	\$	242,405
Total Revenue Estimate	\$	3,367,312

Fiscal Year 2014-15 General Fund Revenue Estimate

Property Tax	\$	1,055,143	
Ag Land	\$	1,485	
City-Owned Civic Center Levy	\$	17,586	
Local Emg Mgmty Com Levy	\$	6,000	
Emergency Levy	\$	35,171	
Cable Franchise Fee	\$	26,000	
Licenses and Permits	\$	36,000	Includes beer & liquor, cigarette, building and animal licenses
Interest	\$	3,000	
Rent and Royalties	\$	2,500	Town Hall rent
Subdivision Charges	\$	30,905	Site Plans, Final Plats, Engineering Pass-Through
NPS Snow Plowing	\$	6,000	Annual Contract
Library Reimbursement	\$	13,009	Rural Library Assistance
Other Library	\$	7,600	Fines, Misc. revenue, Private contributions, Open access,
Fire Trustees	\$	144,921	
Landfill	\$	43,500	Recycling contract
Cemetery Lots	\$	2,500	Sale of lots
Grave Openings	\$	8,000	
Parks and Rec Fees	\$	43,725	All Recreation Department activity fees
Fuel Tax Refund	\$	2,000	
Fines	\$	2,500	
Misc. Revenue	\$	25,000	Donations, NSF fees, Garbage tags, other misc.
Total Revenue Estimate	\$	1,512,545	
Minus Trustees, Parks & Rec , Library and Subdivision Charges	\$	234,514	
Subtotal 1	\$	1,278,031	
Minus FY15 GF Salary Estimate	\$	559,477	
Non-salary GF expenditures	\$	718,554	

Fiscal Year 2014-15 All Funds Revenue Estimate

General Fund	\$	1,512,545
Tort Liability	\$	85,000
Road Use Tax	\$	225,000
Local Option Sales Tax	\$	165,000
TIF Revenue	\$	-
Perpetual Fund - Cemetery	\$	2,000
Krouth Interest Fund	\$	400
Water	\$	465,320
Water Sinking	\$	67,000
Sewer	\$	329,896
Trust and Agency	\$	160,000
Emergency Levy	\$	35,171
Storm Water Utility	\$	60,000
Debt Service	\$	<u>310,483</u>
Total Revenue Estimate	\$	3,417,815