

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
Monday, February 3, 2014 • 6:00 p.m.
City Council Chambers, 110 North Poplar Street

1. Call to order
2. Roll call
3. Thomas F. Schwartz, Ph.D., Director, Herbert Hoover Presidential Library-Museum
4. Adjourn

CITY COUNCIL MEETING AGENDA
Monday, February 3, 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 January 21, 2014 City Council Work Session #1.
 - b. Approve minutes from the January 21, 2014 City Council Meeting.
 - c. Approve minutes from the January 21, 2014 City Council Work Session #2.
 - d. Approve claims.
 - e. Approve TruGreen Commercial Agreement for Lions Field Service
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell – Recognition of Plato Electric
 - b. Accept the resignation of Lane Shields from the West Branch Preservation Commission./Move to action.
 - c. Councilperson Jordan Ellyson - Appointments/Reappointments/Move to action.
 - i. Mackenzie Krob – Historic Preservation Commission, December 31, 2015
 - d. Mr. Dan Stevenson, President, West Branch Public Library (WBPL) Board of Trustees – Update on WBPL Building Project Site Selection

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CITY COUNCIL MEETING AGENDA
Monday, February 3, 2014 • 6:30 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

8. City Staff Reports
 - a. Fire Chief Kevin Stoolman – Annual Report
 - b. Zoning Administrator Paul Stagg – Industrial Park Address Assignments
 - c. Park & Recreation Director Melissa Russell – Park Planning Update
9. Comments from Mayor and Council Members
10. Adjournment

CITY COUNCIL WORK SESSION #2
Monday, February 3, 2014
Immediately following regular City Council Meeting
City Council Chambers, 110 North Poplar Street

1. Call to order
2. Roll call
3. Council discussion on non-salary expenditures.
4. Council Member Input - Questions and Comments for Staff
5. Adjourn

(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 21, 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, Library Director Nick Shimmin, Public Works Director Matt Goodale, Parks & Recreation Director Melissa Russell, and City Attorney Kevin Olson. Council members: Colton Miller, Mary Beth Stevenson, Brian Pierce, and Tim Shields. Absent: Jordan Ellyson.

City Attorney Kevin Olson – Code of Ethics and Code of Conduct

City Attorney Olson gave an overview to the City Council on the West Branch Code of Ethics and Code of Conduct.

ADJOURNMENT

Motion to adjourn the meeting by Miller, second by Pierce. Motion carried on a voice vote. City Council work session adjourned at 6:21 p.m.

Mark Worrell, Mayor

ATTEST: _____
Dawn Brandt, Deputy City Clerk

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West Branch, Iowa
Council Chambers

City Council Meeting

January 21, 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, Fire Chief Kevin Stoolman, Police Chief Mike Horihan, Police Officer Alex Koch, Library Director Nick Shimmin, Parks & Recreation Director Melissa Russell, Public Works Director Matt Goodale, and City Attorney Kevin Olson. Council members: Colton Miller, Mary Beth Stevenson, Brian Pierce, and Tim Shields. Absent: Jordan Ellyson.

APPROVE AGENDA/CONSENT AGENDA

- 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.

Motion by Stevenson to approve the agenda/consent agenda, second by Shields. AYES: Stevenson, Shields, Miller, Pierce. Absent: Ellyson. Motion carried.

Date 1-21-14	City of West Branch Claims Register Report	
Aero Rental	Fire - Broom & Brushes	221.49
Agvantage FS	Streets - LP Gas	619.22
Alliant Energy	Various Depts - Utilities	8,284.43
AmSan	POLICE/TH/LIB - SUPPLIES	112.09
Baker & Taylor Inc.	Library - Books	735.07
Barron Motor Supply	Streets - Supplies	584.04
Bean & Bean	Cemetery - Grave Openings	3,000.00
Big Country Seeds	Streets - Ice Buster	428.75
BP Amoco	Police/Fire/Streets - Fuel	1,990.68
Business Radio Sales	Fire - Batteries	70.00
Cedar Rapids Photo Copy	Library - Service	41.63
Clerk Of The Iowa Supreme Ct	Admin - Appeal Filing Fee	100.00
Community State Bank	Fire Dept Expansion Loan Pmt	8,364.57
Culligan Water	Fire - Water Cond Rental	33.70
Dave Seydel Auto & Truck	Streets - Psi Hose	163.66
Deweys Jack & Jill	Water - Supplies	5.37
Ed.M.Feld Equipment Co.	Fire - Supplies	65.00
EFTPS	FEDERAL WITHHOLDINGS	6,074.73
ETS Corporation	Cem/Water/Sewer - Credit Card Fees	57.00
F&B Communications	Admin - Web Hosting	29.95
Fitch, Kerri	P&R - Zumba Classes	384.00
Galls	POLICE - SUPPLIES	89.00
Goodale, Matthew	Water - Reimb Supplies	90.93
Greatamerica Leasing	Admin - Copier Lease	252.06
Hansen, Trent	Fire - Computer Supplies	204.98
Hawkins	Water - Azone 15	1,686.20
HD Cline Company	Streets - Parts	85.50
Huppenbauer, Amber	Water - Utility Refund	74.59
Hy-Vee	Park & Rec - Christmas Past	45.00
Iowa Library Association	Library - 2014 Membership Renewal	165.00
Iowa Library Services	Library - Registration Fee	15.00
Iowa Municipal Finance Office	Admin - IMFOA Annual Dues	55.00
Iowa One Call	Water/Sewer - Service	7.20
Joey Dean Wenndt	Fire - January Training	150.00
John Deere Financial	Streets/Water - Supplies	116.12
Johnson County Refuse Inc.	Recycling - December	3,705.00
Kevin D Olson	Legal Services For Jan 2014	1,500.00
Lemma, Tsion	Water - Utility Refund	46.36
Lenoch & Cilek	Water - Thermostat	29.99
Liberty Communications	Various Depts - Phone Service	1,074.28
Linn County R.E.C.	Streets - Utilities	120.00
Lynch's Plumbing	Library/Water - Waterheater & Repair	1,544.00
Matt Parrott	Admin - Supplies	24.54
Mediacom	ADMIN - SERVICE	40.90
Menards	STREETS/WATER - SUPPLIES	378.91
Midwest Janitorial Service	Lib/TH/Admin/Police - Cleaning	646.56
Moore's Welding	Streets - Bracket Snow Plow	60.75
Mozy Inc	Admin - Server Backup	158.95
Northway Well And Pump	Water - New Heaters Well#2	337.00
Oasis Electric	Library - Repair Light	92.30
Overdrive	Library - EBooks	371.89

Overhead Door Company	Streets - Service	296.00
Parkside Service	Streets/Police - Tires & Service	2,131.70
Payroll Expense	Payroll Expense 1-3 & 1-17-13	52,270.34
Physio-Control	Fire - Supplies	105.49
Pip Printing	Streets -Bldg Inspection Forms	132.96
Pitney Bowes	Library/Admin - Lease Contracts	564.03
Pitney Bowes Purchase Power	Admin/Water/Sewer - Postage	500.00
Plunkett's Pest Control	Admin/Town Hall - Pest Control	49.92
Qc Analytical Services	Sewer - Testing	608.00
Quality Engraved Signs	Admin - Nameplates	58.60
Quill Corp	Library/Police/Admin/Streets - Supplies	427.39
RK Dixon	Admin - Blk/Wh & Color Copies	961.68
S & G Materials	Streets - Sand	375.24
Shanelle M Peden	Admin/Cable -Supplies & Video	172.25
Shimmin, Nick	Library - Reimb For Supplies	10.59
Springdale Agency	Fire - Insurance Additions	740.00
Sprint	POLICE - SERVICE	179.97
Terence J Goerd	Admin - Building Inspections	140.00
The Library Store	Library - Supplies	35.55
Treasurer State Of Iowa	Iowa Sales Tax Pmt Dec 2013	2,166.00
Treasurer State Of Iowa	State Withholding Tax	2,265.00
University Of Iowa: State	Water - Testing	24.00
UPS	SEWER - SHIPPING	97.36
US Bank Equipment Finance	Library - Copier Contract	70.42
US Cellular	Various Depts - Phone Service	536.16
Veenstra & Kimm Inc.	Streets/Water/Sewer/P&R/P&Z - Eng.	3,865.11
Wageworks	FLEX - HCFA2013	115.98
Walmart	LIBRARY - SUPPLIES	294.39
West Branch Animal Clinic	Animal Control - Stray Pets	271.00
West Branch Repairs	Streets - Service Trucks	1,944.98
West Branch Times	Legal/Admin - Publications & Sub Renewal	489.14
WEX Bank	Police - Fuel	400.44
	Grand Total	116,833.08

Fund Totals	
001 General Fund	60,175.45
022 Civic Center	744.41
031 Library	12,342.18
036 Tort Liability	740.00
110 Road Use Tax	6,488.50
112 Trust And Agency	1,384.07
226 Go Debt Service	8,364.57
600 Water Fund	16,048.39
610 Sewer Fund	10,429.53
950 BC/BS Flexible Benefit	115.98
Grand Total	116,833.08

COMMUNICATIONS/OPEN FORUM

Main Street Director Mackenzie Krob announced the 2nd Annual Dessert Auction and fundraiser on February 8th at 7:00 pm in the Brick Arch Winery. Tickets are \$15.00 each or if pre-booked there are group table discounts. A visioning meeting for Main Street will be Wednesday, January 29th at 6:00 pm in the Community State Bank basement.

PUBLIC HEARING/NON-CONSENT AGENDA

Mayor Mark Worrell – Recognition of Plato Electric

Mayor Worrell said there was a schedule conflict for Plato Electric. This recognition will be moved to the next Council meeting.

Councilperson Tim Shields - Appointments/Reappointments/Move to action.

- i. Mike Fryauf – Park & Recreation Commission, June 30, 2016

Motion by Miller to approve the appointment of Mike Fryauf to Park & Recreation Commission, second by Pierce. AYES: Miller, Pierce, Stevenson, Shields. Absent: Ellyson. Motion carried.

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

- i. David Hosier, Asst. Fire Chief – EMA Board Representative

Worrell said that he and David will be attending the Cedar County EMA board meetings.

Motion by Miller to approve the appointment of David Hosier, Asst. Fire Chief to the EMA Board as a Representative, second by Shields. AYES: Miller, Shields, Stevenson, Pierce. Absent: Ellyson. Motion carried.

Councilperson Brian Pierce - Appointments/Reappointments/Move to action.

- i. Jose Gongora – West Branch Volunteer Firefighter
- ii. Brad Ratliff – West Branch Volunteer Firefighter

Motion by Shields to approve the appointments of Jose Gongora & Brad Ratliff as West Branch Volunteer Firefighters, second by Stevenson. AYES: Shields, Stevenson, Miller, Pierce. Absent: Ellyson. Motion carried.

Resolution 1171, approving an Amendment to Subscription Agreement with Tyler Technologies, Inc. in the amount of \$16,756./Move to action.

City Administrator Matt Muckler said that this is a two-year renewal of our support agreement with Tyler Technologies for our financial, payroll and utility billing software.
Motion by Stevenson, second by Pierce to approve Resolution 1171. AYES: Stevenson, Pierce, Miller, Shields.
Absent: Ellyson. Motion carried.

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.

Mayor Worrell thanked Alex for his service to the City.
Motion by Miller, second by Shields to approve Resolution 1172. AYES: Miller, Shields, Stevenson, Pierce.
Absent: Ellyson. Motion carried.

Resolution 1173, providing for a health insurance benefit to be paid to employees covered by another insurance policy./Move to action.

Muckler explained that the proposal would allow regular full-time employees with health/dental insurance coverage through another family member to opt out of health/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. Councilperson Miller suggested that employees be required to show comparable insurance coverage. Council discussed and added language that requires employees to show proof of insurance coverage elsewhere that meets federal requirements under the affordable care act.
Motion by Pierce to amend motion to add language for the employee to provide proof of insurance coverage that meets federal requirements under the affordable care act, second by Stevenson. AYES: Pierce, Stevenson, Miller, Shields. Absent: Ellyson. Motion Carried.
Motion by Pierce, second by Stevenson to approve Resolution 1173. AYES: Pierce, Stevenson, Miller, Shields.
Absent: Ellyson. Motion carried.

CITY STAFF REPORTS

Park & Rec Director Melissa Russell – Park & Rec Annual Report
Russell thanked the community and Park & Rec Commission members for their outstanding volunteer hours to the programs. Youth programs continue to grow in FY13. In 2014 there will be an increase due to adding the summer league program. This provides summer t-ball, baseball, and softball for children in grades K-6. Community events have grown 38.5% due to the popularity of the Lunch Bunch program. Adult program participation has increased 12%.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Mayor Worrell made a presentation on leadership to West Branch Elementary School second graders on Monday, January 20th.

Fire Chief Kevin Stoolman gave an update on the damaged Suburban medical truck that was involved in the accident on I-80.

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.

Motion by Miller to adjourn to executive session at 7:10 p.m. and second by Shields. AYES: Miller, Shields, Stevenson, Pierce. Absent: Ellyson. Motion carried.

Motion by Miller to adjourn from executive session at 7:34 p.m. and second by Pierce. AYES: Miller, Pierce, Stevenson, Shields. Absent: Ellyson. Motion carried.

ADJOURNMENT

Motion to adjourn meeting by Shields, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 7:38 p.m.

Mark Worrell, Mayor

ATTEST:

Dawn Brandt, Deputy City 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 21, 2014
7:38 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, Police Chief Mike Horihan, Police Officer Alex Koch, Library Director Nick Shimmin, Public Works Director Matt Goodale, Fire Chief Kevin Stoolman, Parks & Recreation Director Melissa Russell and City Attorney Kevin Olson. Council members: Colton Miller, Mary Beth Stevenson, Brian Pierce, and Tim Shields. Absent: Jordan Ellyson.

Presentation of Revised Total Employee Compensation – FY 2014-2015 Proposal

City Administrator Matt Muckler explained the changes to the total employee compensation proposal. The new total compensation is \$997,609.95, insurance was estimated at 6% and the actual Wellmark renewal was 5.16%. Per Council recommendation, park & rec part-time hours were increased to 200 hours.

Presentation of Fiscal Year 2014-2015 Revenue Estimate Proposal

Muckler said the current fiscal year revenue estimate (FY14) is \$3,367,312. The FY15 estimate is just under \$3,484,222. Changes from the previous version discussed with Council included an increase in tort liability from \$85,000 to \$91,542 and the addition of a local option sales tax transfer for \$64,228 for Fire Department building maintenance. Fire Township trustee revenue increased from \$139,000 to \$144,921. The City will not be receiving any TIF revenue in FY15 for the water tower#2 payment. This will be paid from the \$250,000 TIF fund balance.

Department Director Budget Non-Salary Expenditure Presentations

Muckler gave an overview of the budget highlights. The budget request that was proposed to Council included a levy of \$12.04/thousand of assessed value for the fifth year in a row, which is below 2009 levels (12.14/thousand). Department Directors and the City Administrator presented their line item budget requests by department.

Council Member Input - Questions and Comments for Staff

Councilpersons Miller and Stevenson were both expressed support of the Oliphant Street Sidewalk Project.

ADJOURNMENT

Motion to adjourn the meeting by Shields, second by Miller. Motion carried on a voice vote. City Council work session adjourned at 9:24 p.m.

Mark Worrell, Mayor

ATTEST: _____
Dawn Brandt, Deputy City Clerk



Angie Daugherty

319-395-0100 option 2

Customer Information

Bill To:

LIONS SOCCER FIELD

PO BOX 218
WEST BRANCH, IA 52358
USA

Service Location:

201 PEDERSON
WEST BRANCH, IA 52358
USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
LIONS SOCCER FIELD	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$145.00
LIONS SOCCER FIELD	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$365.00
LIONS SOCCER FIELD	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$145.00
LIONS SOCCER FIELD	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$145.00
LIONS SOCCER FIELD	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$365.00
LIONS SOCCER FIELD	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$145.00
LIONS SOCCER FIELD	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control, preemergent - Southern Markets (As Needed/Weather Dependent)	\$145.00
LIONS SOCCER FIELD	Grub Control	1		\$225.00
LIONS SOCCER FIELD	Fall Aeration and Seeding	1		\$752.00

*	Weather Permitting / As Needed	Subtotal	\$2,432.00
		Total Sales Tax Amount	\$0.00
		Grand Total	\$2,432.00

Standard Terms and Conditions

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties. 6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Matt,

I find that I will no longer be able to serve on the Historic Preservation Commission of West Branch. I have enjoyed serving the community in this capacity for the last several years. Please inform the City Council that I am currently out of state and my resignation is thus effective immediately. I apologize for any inconveniences this causes.

Wm. Lane Shields, RPA

**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: Historic Preservation Date: 11/25/13

Your Name: Mackenzie Krob Street Address: 410 N. Downey WB

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

How long have you been a resident of West Branch? 11 years

Occupation: Executive Director Employer: Main Street West Branch

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?

My work as Executive Director requires me to follow historic preservation standards.

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

City of West Branch

~A Heritage for Success~

Office of the City Administrator

February 4, 2014

West Branch Post Office
104 Parkside Drive
West Branch, Iowa 52358

To Whom It May Concern:

I am contacting you today to assign thirteen addresses within the city limits of West Branch, generally located south of I-80 and east of South Downey Street (Baker Avenue). The addresses are:

- | | | |
|-----|-----------------------|--|
| 1. | 115 Fawcett Drive | Wausau (currently 115 Fawcett Dr. or 300 300 th Street) |
| 2. | 145 Fawcett Drive | Rummells Farms Inc. (no current address) |
| 3. | 160 Fawcett Drive | Procter & Gamble Hair Care LLC (currently 602 Fawcett Drive) |
| 4. | 155 Fawcett Drive | Acciona Wind Power North America (currently 601 Fawcett Drive) |
| 5. | 175 Fawcett Drive | City of West Branch Wastewater Treatment Facility (no current address) |
| 6. | 185 Fawcett Drive | Rummells Farms Inc. (no current address) |
| 7. | 1001 S. Downey Street | Rummells Farms Inc. (currently 2004 Baker Ave.) |
| 8. | 615 S. Downey Street | Casey's Marketing Company (currently S. Downey St) |
| 9. | 100 Tidewater Drive | Shree Jalaram Hospitality Inc. (currently 711 S. Downey St.) |
| 10. | 110 Tidewater Drive | Sacaba LLC (currently no address) |
| 11. | 150 Tidewater Drive | Lynch's Excavating Inc (currently Commercial Drive) |
| 12. | 228 Tidewater Drive | Plastic Products Company Inc. |
| 13. | 600 Division Street | Lynch Dale E Revocable Trust (currently 117 Commercial Drive) |

110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888

Matt@westbranchiowa.org · Fax 319-623-2305 · www.westbranchiowa.org

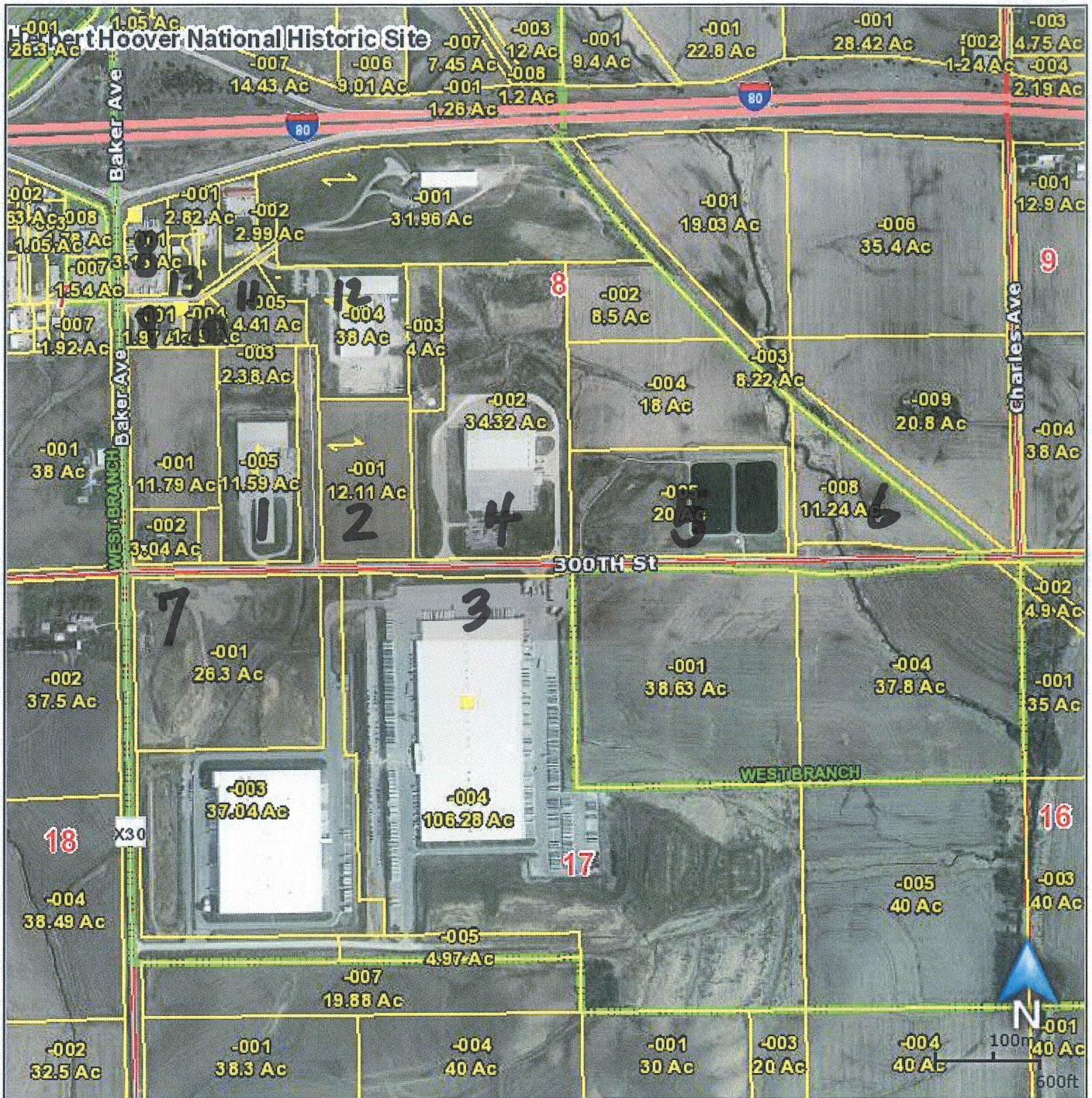
I have attached a screen capture of the Cedar County GIS Map which references the properties by number. Please contact me with any questions that you may have.

Sincerely,

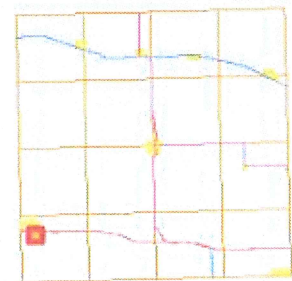
Matt Muckler
City Administrator

Cc: Cheryl Fischer, Procter & Gamble Hair Care LLC
Mark Worrell, Mayor, City of West Branch
Dave and Susan Kinsey, Rummells Farms, Inc.
Jon Bell, Cedar County Supervisor
Joe Jordan, Wassau Supply Company
Warren Wethington, Cedar County Sheriff
Enrique Teruel, Acciona Wind Power North America
Cari Gritton, Cedar County Auditor
Jason Sauser, Alliant Energy
Dan Lett, Cedar County Assessor
Mark Colvin, Liberty Communications
Robert Fangmann, Cedar County Engineer
Lee Grassley, Mediacom Communications
Tim Mallot, Cedar County EMA/E-911
Gary Jedlicka, Cedar County Treasurer
Melissa Helmold, Cedar County Recorder
Jerry Felt, Fiedler Group/Clean Energy
Matt Hayek, Sacaba LLC
Larry Lynch, Lynch's Excavating Inc.
Dale Lynch, Dale E. Lynch Revocable Trust
Alan Young, Plastic Products Company
Melani Samora, Casey's General Stores

Cedar County, IA



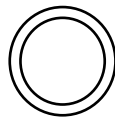
DISCLAIMER - Data contained within this web site was created from record research provided by the county and/or city. Cedar County does not guarantee any accuracies to the data or attribute information displayed, queried, or printed from this web site. The data contained within this web site is for information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



City of West Branch

Parks & Recreation Capital Improvements

Public Input Survey



An **electronic version** of this survey can be found at the following locations:

www.westbranchiowa.org

West Branch Parks and Recreation page on Facebook

Please return completed paper surveys to a collection box at one of the following locations no later than **February 13, 2014**

City Hall, Jack and Jill, West Branch Post Office, West Branch Public Library

Completed surveys can also be mailed to P.O. Box 218, West Branch, IA 52358

The community of West Branch is participating in a needs assessment survey in association with the City of West Branch Strategic Plan for Park and Rec Capital Improvements. This Strategic Plan includes the design associated with six city parks including: Beranek Park, Wapsi Creek Park, Lions Field, Pedersen Valley Recreation Complex, Meadows Park, and the West Branch Dog Park. The Strategic Plan will be reflective of the City of West Branch Comprehensive Plan, updated April 1, 2013, and will rely on public input and needs in each of the six parks. The end result of the Strategic Plan shall include detailed site plans for each of the above mentioned parks, specific trail connectivity throughout West Branch to each of the parks, a phased approach to development, proposed timelines, funding recommendations, and cost estimates for each of the phases.

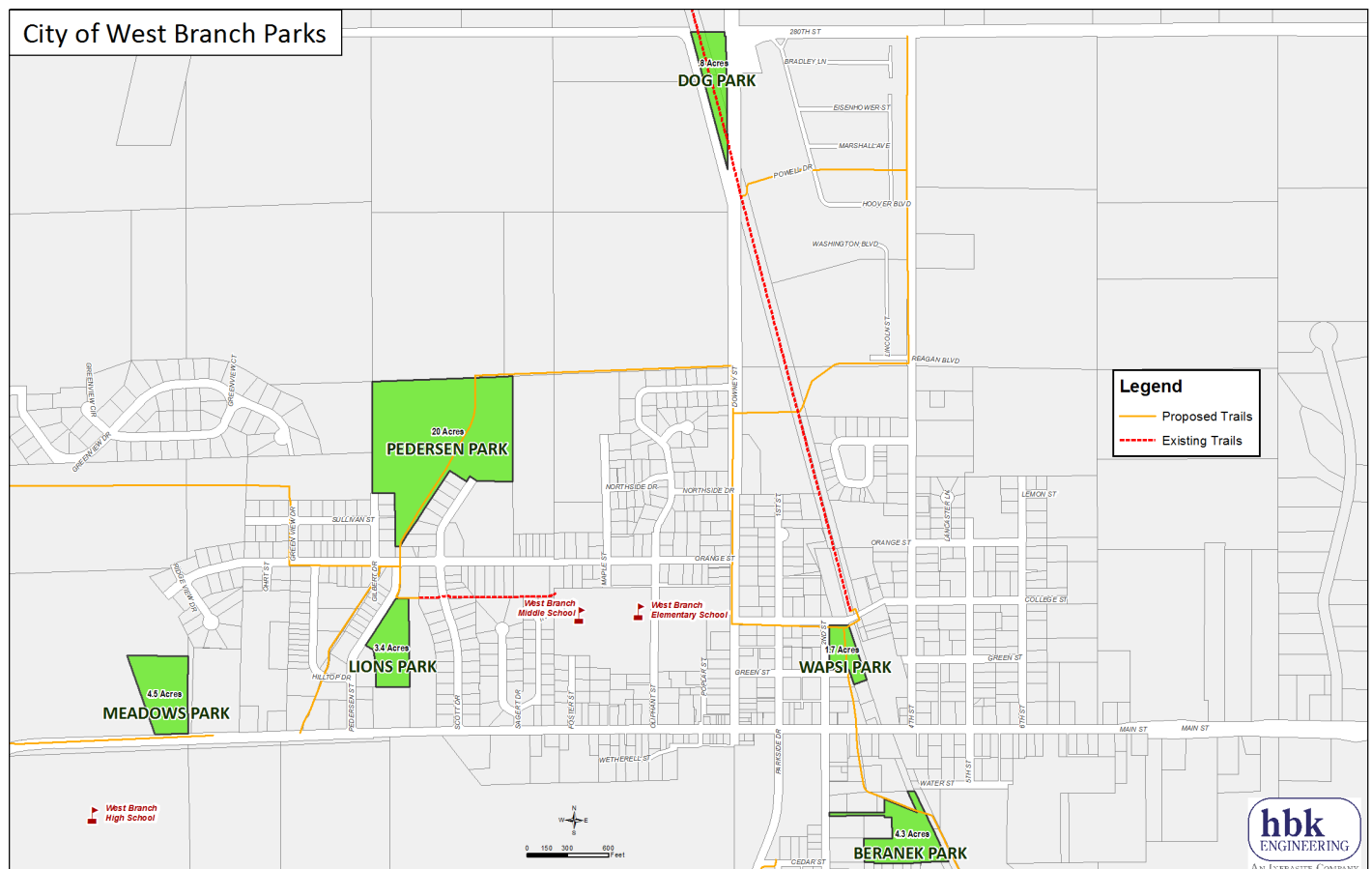
As a key stakeholder within the community, we would appreciate your opinions and judgments in response to the brief survey linked below. The survey asks questions about your current use of West Branch parks, strengths and weaknesses of such parks, and the wants and needs for existing and future park development. Your responses will be kept strictly confidential and all responses are anonymous.

*There will be a **public meeting at City Hall Council Chambers on February 6th** to discuss the Park and Recreation Strategic Plan and address any questions you may have regarding the survey. This meeting will be an Open House format from 5:00—7:00 p.m., with a brief presentation at 6:00 p.m.*

*All surveys will be due no later than **11:59 p.m. on Thursday, February 13, 2014.***

Drop off points** will be available with collection boxes at **City Hall, Jack and Jill, and the West Branch Post Office and the West Branch Public Library.

Thank you for your participation and helping to make improvements to the City of West Branch.



1. Is your residence located within the West Branch School District?

☐ Yes

☐ No

2. Including yourself, how many people live in your household? _____

3. Including yourself, list the number of people living in your household who are:

Under Age 5 _____

Ages 5-9 _____

Ages 10-14 _____

Ages 15-19 _____

Ages 20-24 _____

Ages 25-34 _____

Ages 35-44 _____

Ages 45-54 _____

Ages 55-64 _____

Ages 65-74 _____

Ages 75+ _____

4. Have you or members of your household visited any City of West Branch parks in the past year?

☐ Yes — Which parks have you visited? _____

☐ No

5. How would you rate the physical condition of the parks you have visited?

	Excellent	Good	Fair	Poor
Beranek	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. What amenities would you like to have available to you in West Branch parks?

	Interested	Neutral	Not Interested
Parking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Benches/Picnic Tables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shelters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscaping/Trees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bike Racks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Green Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exercise Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drinking fountain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trail Connectivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frisbee Golf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____			

7. At Beranek Park, how would you rate your interest in the following features?

	Very Interested	Moderately Interested	Neutral	Not Interested
Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sand Volleyball Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Splash Pad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Basketball Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (please specify) _____				

8. At Lions Field, how would you rate your interest in adding the following features?

	Very Interested	Moderately Interested	Neutral	Not Interested
Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Field Turf Improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Please specify)	<hr/>			

9. At Wapsi Park, how would you rate your interest in adding the following features?

	Very Interested	Moderately Interested	Neutral	Not Interested
Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Basketball Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tennis Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Horseshoe Pits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bocce Ball Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Please specify)	<hr/>			

10. At the future Dog Park, how would you rate your interest in adding the following features?

	Very Interested	Moderately Interested	Neutral	Not Interested
Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waste Bags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Please specify)	<hr/>			

11. At the future Meadows Park, how would you rate your interest in adding the following features?

	Very Interested	Moderately Interested	Neutral	Not Interested
Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shelter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Please specify)	<hr/>			

12. At the future Pedersen Valley Recreation Complex, please rate your interest in adding the following features?

	Very Interested	Moderately Interested	Neutral	Not Interested
Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indoor Basketball Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Basketball Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tennis Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shelter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Splash Pad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Softball/Baseball Fields	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Concession Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community Center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indoor Swimming Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Swimming Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

13. Would you be in support of combining the new West Branch Public Library with a Recreational Facility and/or Community Center?

☐ Yes

☐ No

Why or why not?

14. Given the potential features and amenities listed in this survey, which park(s) would you or members of your household be most likely to visit?

- ☐ Beranek Park
- ☐ Lions Field
- ☐ Wapsi park
- ☐ Dog Park
- ☐ Meadows Park
- ☐ Pedersen Valley Recreation Complex

15. What features/amenities would you or members of your household be most likely to use?

16. What makes these features/amenities important to your household?

17. To assist in funding these projects, which of the following would you support?

- ☐ Local Option Sales Tax
- ☐ Bond Referendum
- ☐ Both of these
- ☐ Neither of these

18. If you feel comfortable doing so, please provide your address, or the street you live on below.
This information will be used to produce a general map of survey responses. Individual names and addresses will not be published.
