

City of West Branch

~A Heritage for Success~

110 N. Poplar Street • PO Box 218 • West Branch, Iowa 52358
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CITY COUNCIL MEETING AGENDA
Monday, December 1, 2014 • 7:00 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
 - a. Approve minutes from the November 17, 2014 City Council Meeting.
 - b. Approve minutes from the November 17, 2014 City Council Work Session.
 - c. Approve claims.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell – Recognition of Liberty Communications.
 - b. Denny Sharp, President, FEH Associates Inc. – Community Center Update
 - c. Accept resignation of Molly Menard from the Planning & Zoning Commission./Move to action.
 - d. Accept resignation of Helen Dauber from the Planning & Zoning Commission./Move to action.
 - e. Accept resignation of Matt Jackson as part-time officer for the West Branch Police Department./Move to action.
 - f. Second Reading of Ordinance 728, amending Title “Compensation”, Chapter 15 “Mayor.”/Move to action.
 - g. Second Reading of Ordinance 729, amending Title “Compensation”, Chapter 17 “Council.”/Move to action.
 - h. Resolution 1248, approving a stormwater best management practices reimbursement program./Move to action.
 - i. Resolution 1249, approving a 36-month lease agreement with Koch Brothers on a Lanier MPC4503 copier for \$241.80 per month plus a monthly service charge based on number of copies./Move to action.
 - j. Resolution 1250, directing the Mayor to send a zoning confirmation letter to VBJ LLC./Move to action.
 - k. Resolution 1251, endorsing the Pedersen Park Trail Project grant submittal and agreeing to maintain the completed project for its intended public use for twenty years./Move to action.
8. City Staff Reports
 - a. City Administrator Matt Muckler – Proposed FY16 Budget Calendar.
 - b. City Administrator Matt Muckler – December 15, 2014 City Council Work Session.
 - c. City Engineer Dave Schechinger – Additional soil testing options for Dave’s Welding & Repair.
9. Comments from Mayor and Council Members
10. Adjournment

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

**West Branch, Iowa
Council Chambers**

City Council Meeting

**November 17, 2014
7:00 p.m.**

Mayor Worrell opened the West Branch City Council meeting at 7:00 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, Deputy City Clerk Leslie Brick, Police Chief Mike Horihan, Library Director Nick Shimmin, Parks & Recreation Director Melissa Russell, and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Mary Beth Stevenson, Brian Pierce, and Tim Shields.

APPROVE AGENDA/CONSENT AGENDA

- a. Approve minutes from the October 20, 2014 City Council Meeting.
- b. Approve claims.
- c. Approve Class C Beer license with Sunday Sales for Casey's Marketing Co. DBA Casey's General Store #2524.
- d. Approve transfer from fund 031 to fund 502 in the amount of \$1,348.86.
- e. Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.

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

Date 11/17/14

City of West Branch – Claims Report

| | | |
|--------------------------------|--------------------------------|-----------|
| Action Sewer & Septic | Streets - Service | 229.00 |
| Aero Rental | Park&Rec - Supplies Halloween | 49.90 |
| All American Concrete | Streets -Oliphant Sidewalk Ph2 | 94,699.80 |
| Alliant Energy | Various Depts - Utilities | 8,506.33 |
| Alto, Davin | Water - Utility Refund | 100.00 |
| Amazon | Library - Supplies | 409.45 |
| Baker & Taylor | Library - Books | 1,092.06 |
| Bappe, Brent | Water - Utility Refund | 14.29 |
| Barron Motor Supply | Streets - Supplies | 756.55 |
| Big Timber Excavating | Streets - Orange St Culvert | 2,495.00 |
| Blue Cross Blue Shield | Health/Dental Insurance | 10,553.01 |
| BP Amoco | Fire/Pw - Fuel | 446.25 |
| Brandt, Dawn | Adm-Reimb For Imfoa Conf Exp | 174.85 |
| Business Radio Sales | Fire - Service | 130.26 |
| Cedar County Cooperative | Streets - Diesel Fuel | 1,144.83 |
| Cedar County Public Health | PD/Lib/Fire/Adm/St - Flu Shots | 325.00 |
| Cedar County Recorder | Legal - Document Recording | 66.00 |
| Cedar County Solid Waste | Streets - Debris Disposal | 100.00 |
| Cedar Rapids Photo Copy | Library - Service | 49.56 |
| Chris Jones Trucking | Streets - Hauled Sand | 151.57 |
| Community State Bank | Fire Dept Expansion Loan Pmt | 67,182.12 |
| Costco Wholesale | Library - Supplies | 79.68 |
| Croell Redi-Mix | Streets - N Downey St | 119.00 |
| Crown Awards | Park&Rec - Supplies Halloween | 41.85 |
| Culligan Water | Fire - Water Cond Rental | 37.90 |
| Dauber, Linsie | Water - Utility Refund | 25.41 |
| Dearborn National Insurance | Life Insurance | 56.95 |
| Deweys Jack & Jill | Water/P&R - Supplies | 320.19 |
| Dorsey & Whitney | Legal - Services Thru 10-31-14 | 2,705.40 |
| EFTPS | Federal Withholdings | 13,925.58 |
| Elert & Associates | Police - Radio Sys Assess Rep | 3,750.00 |
| Emergency Services Marketing | Fire - Subscription Fee | 725.00 |
| ETS Corporation | Water/Sewer - Cc Proc Fees | 92.59 |
| F&B Communications | Admin - Web Hosting | 29.95 |
| Financial Adjustment Bureau | Library - Service | 37.17 |
| Freeman Lock & Alarm | Library - Keys | 9.75 |
| Greatamerica Leasing Corp | Admin - Copier Lease | 252.06 |
| Hawkeye Photo Booths | Comm & Cult - HHTD 2015 Dep | 200.00 |
| Hawkins | Water - Chemicals | 1,634.53 |
| HD Cline Company | Streets - Part | 6.95 |
| Holiday Designs I | Streets - Holiday Bulbs | 355.74 |
| Holiday Inn Des Moines Airport | Admin - Imfoa Conf Hotel | 185.92 |
| ICMA | Admin - Icma Membership | 659.00 |
| IMWCA | Streets - Work Comp Install 5 | 3,254.00 |
| Int'l Inst Of Municipal Clerks | Admin -MMC Designation App Fee | 50.00 |
| Interstate All Battery | Police - Supplies | 52.99 |
| Iowa Department Of Revenue | Payroll Expense | 905.43 |
| Iowa League Of Cities | Admin/M&C - Conf Tickets | 80.00 |
| Iowa Library Services | Library - Meeting Registration | 40.00 |
| Iowa One Call | Water/Sewer - Service | 37.80 |
| IPERS | Ipers | 9,607.53 |
| ISWEP | Water - Stmwtr Bmp Tour Trg | 85.00 |
| Joey Dean Wenndt | Fire - Fire Training | 300.00 |

| | | |
|----------------------------|--------------------------------------|------------|
| John Deere Financial | Sewer/Cem/Streets - Supplies | 159.80 |
| Johnson County Refuse Inc. | Recycling - October 2014 | 4,315.75 |
| Johnston, Janelle | Water - Utility Refund | 70.34 |
| Kevin D Olson | Legal Services November 2014 | 1,500.00 |
| Kingdom Graphics | Park & Rec -Shirts/Jerseys | 1,327.00 |
| Knoche, Rebecca | Lib- Reimb For Mil/Meal & Pkg | 119.84 |
| Krob, Mackenzie | P&R - Reimb For Vino Van Gogh | 812.00 |
| L. L. Pelling Co. | Streets - Premix | 145.80 |
| Liberty Communications | Various Depts - Phone Service | 1,100.85 |
| Linn County R.E.C. | Streets - Utilities | 138.00 |
| Lynch's Excavating | Water - Curb Box Repairs | 1,850.90 |
| Lynch's Plumbing | Streets - Change LP To Nat Gas | 567.40 |
| Matt Parrott | Admin - Envelopes/Utility Bills | 599.71 |
| Mccann, Linda | Library - Book | 20.00 |
| Mediacom | Cable - Service | 40.90 |
| Menards | Streets/Admin - Supplies | 345.28 |
| Midwest Janitorial Service | Lib/TH/Admin/Police - Cleaning | 646.56 |
| Midwest Radar & Equipment | Police - Supplies | 160.00 |
| Midwest Tape | Library - Supplies | 14.99 |
| Moore's Welding | Water - Service Repair | 60.00 |
| Muckler, Matt | Admin - Reimb Imfoa Trng Mil | 117.48 |
| Municipal Supply Inc. | Water - Supplies | 6,534.00 |
| Nesper Sign Advertising | Comm & Cult - Bal For Signs | 500.00 |
| Nutri-Ject Systems | Sewer - Lagoon Survey | 2,150.00 |
| Oriental Trading Co. | Library - Supplies | 50.98 |
| Overdrive | Library - Ebooks | 429.87 |
| Payroll Expense | Payroll Expense 10-31-14 | 29,139.20 |
| Payroll Expense | Payroll Expense 11-7-14 | 29,381.26 |
| Pip Printing | Animal Cont -Dog Park Day Pass | 278.74 |
| Pitney Bowes | Adm/Water/Sewer - Postage | 500.00 |
| Plunkett's Pest Control | Admin - Pest Control | 93.35 |
| Port 'O' Jonny Inc. | Cemetery - Service | 174.00 |
| Pyramid Services Inc. | Cemetery - Service Mower | 571.62 |
| Qc Analytical Services | Sewer - Testing | 730.00 |
| Quad City Safety | Fire - Sensor | 201.50 |
| Quality Engraved Signs | Admin - Plaque | 66.00 |
| Quill Corp | Library/Admin/Sewer - Supplies | 566.85 |
| Racom Corporation | Police - Service | 256.00 |
| Reynolds, Jean | Water - Utility Refund | 6.99 |
| Rusch, Tracy | Water - Utility Refund | 70.34 |
| Russell, Melissa | Park&Rec-Reimb for RG Supplies | 82.56 |
| S & S Flatwork L.L.C. | Streets - Repair Sidewalks | 1,500.00 |
| Schafer, Jessica | Lib Reimb - Training Expenses | 29.07 |
| Senio, Tony | Water - Utility Refund | 25.16 |
| Sensus USA | Water - Sensus Software Supp | 1,784.47 |
| Shanelle M Peden | Cable - Videotaping | 75.00 |
| Shimmin, Nick | Library - Reimb For Mileage | 33.09 |
| Terence J Goerdt | Admin - Building Inspections | 735.00 |
| The Library Store | Library - Supplies | 54.70 |
| Toynes Ia. Fire Trk.Serv | Fire - Service Eng 191 | 849.64 |
| Treasurer State Of Iowa | IA Sales Tax/W/H Tax/Treasure Hunt | 5,468.24 |
| Trugreen Processing Center | Park&Rec - Lawn Service | 365.00 |
| United States Treasury | Payroll Expense | 1,223.73 |
| University Of Iowa: State | Water - Testing | 25.00 |
| UPS | Cable/Sewer - Shipping | 244.66 |
| US Bank Equipment Finance | Library - Copier Contract | 70.42 |
| USA Blue Book | Water - Supplies | 870.74 |
| USA Today | Library - Subscription | 294.22 |
| Veenstra & Kimm Inc. | St/Cem/Sewer/Water -Var. Engineering | 6,090.70 |
| Verizon Wireless | Various Depts - Phone Service | 549.16 |
| Visu-Sewer Inc | Sewer-San Sewer PH 1 Retainage | 11,604.08 |
| Wageworks | Flex - Hcfsa2014 Payment | 29.00 |
| Walmart | Library - Supplies | 208.82 |
| W B Community Schools | Park&Rec - Gym Use | 515.00 |
| West Branch Ford | Police - Service 2013 Explorer | 32.43 |
| West Branch Repairs | Streets - Srv Dump Truck | 159.70 |
| West Branch Times | Adm/St/Sewer/P&R -Publications | 1,041.13 |
| West Branch Treasures | Water - Utility Refund | 78.32 |
| WEX Bank | Police/Streets - Fuel | 2,010.74 |
| | Grand Total | 350,202.28 |

| | |
|----------------------------|------------|
| Fund Totals | |
| 001 General Fund | 176,064.05 |
| 022 Civic Center | 511.67 |
| 031 Library | 16,911.92 |
| 036 Tort Liability | 3,254.00 |
| 110 Road Use Tax | 8,599.55 |
| 112 Trust And Agency | 13,634.95 |
| 226 Go Debt Service | 67,182.12 |
| 600 Water Fund | 33,424.85 |
| 610 Sewer Fund | 30,590.17 |
| 950 BC/BS Flexible Benefit | 29.00 |
| Grand Total | 350,202.28 |

COMMUNICATIONS/OPEN FORUM - NONE

Donna Friel, resident at 162 Scott Drive, expressed her concerns with the unfinished job on the creek maintenance project parallel to Scott Drive. She said the flow of water is blocked and both inside and outside of the culverts need to be cleaned out. She commented on how nice the gradual grading of the area looks. Mayor Worrell explained the inside of the culverts and repair of the sidewalk will be completed in the spring after work on the north side of the culverts was completed.

PUBLIC HEARING/NON-CONSENT AGENDA

Mayor Mark Worrell – Recognition of Liberty Communications.

Mayor Worrell said Liberty Communications will be recognized at the December 1st meeting.

Accept resignation of Trent Hansen from the Planning & Zoning Commission./Move to action.

Motion by Pierce, second by Miller to approve resignation. AYES: Pierce, Miller, Stevenson, Shields, Ellyson. Motion carried.

Councilperson Brian Pierce - Appointments/Reappointments/Move to action. Ryan Bowers – Planning and Zoning Commission, December 31, 2017.

Motion by Pierce, second by Shields to approve Ryan Bowers to the Planning and Zoning Commission. AYES: Pierce, Shields, Ellyson, Miller, Stevenson. Motion carried.

Mayor Mark Worrell - Appointments/Reappointments/Move to action. Angie Miller – Park & Recreation Commission, June 30, 2016.

Motion by Shields, second by Ellyson to approve Angie Miller to the Park & Recreation Commission. AYES: Shields, Ellyson, Miller, Stevenson, Pierce. Motion carried.

Public Hearing on the voluntary annexation of the West Branch Municipal Cemetery.

Mayor Worrell opened the public hearing at 7:23 pm. City Attorney Olson explained this is a required hearing to annex city owned property and is 100% voluntary. There were no public comments. Mayor Worrell closed the public hearing at 7:24 pm.

Resolution 1243, approving annexation of the West Branch Municipal Cemetery./Move to action.

Motion by Stevenson, second by Ellyson to approve Resolution 1243. AYES: Stevenson, Ellyson, Miller, Pierce, Shields. Motion carried.

Resolution 1244, approving the submission of the City of West Branch 2013-2014 Annual Financial Report to the State Auditor’s Office./Move to Action.

Motion by Pierce, second by Shields to approve Resolution 1244. AYES: Pierce, Shields, Ellyson, Miller, Stevenson. Motion carried.

Resolution 1245, approving the submission of the City of West Branch FY 2013 Annual Urban Renewal Report./Move to Action.

Motion by Stevenson, second by Ellyson to approve Resolution 1245. AYES: Stevenson, Ellyson, Miller, Pierce, Shields. Motion carried.

Resolution 1246, obligating funds from the urban renewal tax revenue fund for the payment of annual appropriation tax increment financed obligations in fiscal year 2015./Move to action.

City Administrator Muckler explained the \$150,000 TIF request is for the Parkside Road project and legal fees. These expenditures will be paid in FY15 from the general fund and reimbursed from the TIF fund in FY16. Motion by Pierce, second by Stevenson to approve Resolution 1246. AYES: Pierce, Stevenson, Shields, Ellyson, Miller. Motion carried.

Resolution 1247, approving Partial Payment Estimate Number One for the Oliphant Street Sidewalk – Phase 2 Project in the amount of \$94,699.80 to All American Concrete, Inc. of West Liberty, IA./Move to action.

Councilperson Miller commented that the project was completed quickly and looks good. Motion by Stevenson, second by Shields to approve Resolution 1247. AYES: Stevenson, Shields, Ellyson, Miller, Pierce. Motion carried.

Ordinance 728, amending Title “Compensation”, Chapter 15 “Mayor.”/Move to action.

Muckler presented Ordinance 660, an identical ordinance which passed three readings in the fall of 2009 and was then vetoed. This ordinance would increase the annual salary of the mayor from \$2,500 to \$5,000 and would take effect in 2016.

Motion by Ellyson, second by Shields to approve first reading of Ordinance 728. AYES: Ellyson, Shields, Miller, Stevenson, Pierce. Motion carried.

Ordinance 729, amending Title “Compensation”, Chapter 17 “Council.”/Move to Action.

Muckler gave examples of cities Council pay. He explained that the current videographer is paid \$75.00 per meeting, which is currently almost double what the Council receives per meeting. Council had discussion and felt that \$100 per meeting was too much. Council later agreed that \$80.00 per meeting would be a fair amount. Motion by Miller to amend Ordinance 729 Council pay change from \$100.00 to \$80.00 per meeting attended, second by Ellyson. AYES: Miller, Ellyson, Stevenson, Pierce, Shields. Motion carried.

Motion by Shields, second by Ellyson to approve amended Ordinance 729. AYES: Shields, Ellyson, Miller, Stevenson, Pierce. Motion carried.

CITY STAFF REPORTS

Police Chief Mike Horihan – School Bus Safety Tips.

Chief Horihan provided safety information on proper driving techniques in school zones. He encouraged drivers not to pass school stopped school buses when the lights are flashing and the stop arm on the bus is out. Councilperson Miller expressed concern about the bus route through West Branch Village Mobile Home Community.

Park & Rec Director Melissa Russell – Fall/Winter Programming Update.

Director Russell stated that fall programming was wrapping up including youth basketball. A new running program for kids was very successful. Indoor walking is available to residents at the Hoover Gym on Wednesday evenings from 6:00-7:00 p.m. Yoga and winter fitness classes are also available for interested residents.

Public Works Director Matt Goodale – Update on Town Hall Basement Clean-Up.

Director Goodale was not in attendance. Deputy City Clerk Dawn Brandt explained that bids were taken to clean up the basement at Town Hall and that this work would be taking place in the next few weeks.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Councilperson Stevenson reported on a stormwater presentation made by Mayor Worrell and herself in Cedar Rapids that was sponsored by the League of Women Voters. Worrell and Stevenson spoke about the stormwater utility and best management practices reimbursement program.

Mayor Worrell encouraged residents to drive safely with the winter weather conditions that we are currently experiencing.

Councilperson Ellyson spoke about the November 4th vote on the two park ballot measures. She felt that it was positive that voters approved the LOST for park improvements and expressed support for bringing the bond referendum back to the voters so that the City could move forward with the project.

Councilperson Shields spoke about the support for the Phase I Park Project in the West Branch area, outside of the city limits. He felt that many voters outside the city limits would support the project at the voting booth if they were able to do so.

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 Shields to adjourn to closed session at 8:37 p.m. And second by Pierce. Ayes: Shields, Pierce, Ellyson, Miller, Stevenson. Motion carried.

Motion by Shields to adjourn from the closed session at 8:52 p.m. And second by Ellyson. Motion carried on a voice vote.

ADJOURNMENT

Motion to adjourn meeting by Ellyson, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 8:53 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

November 17, 2014

Mayor Worrell opened the West Branch City Council work session at 9:00 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, Deputy City Clerk Leslie Brick, Police Chief Mike Horihan, Sergeant John Hanna, Library Director Nick Shimmin, Parks & Recreation Director Melissa Russell, and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Mary Beth Stevenson, Brian Pierce and Tim Shields.

Pat Callahan, Capital Improvement Plan (CIP) – Pat Callahan reviewed the CIP process with the City Council. Callahan reviewed the City's general obligation debt capacity with the City Council, discussed four alternative CIP options that were prepared by city staff, and the forthcoming draft of the CIP. Callahan told the Council that the City was in good shape in terms of its debt capacity and encouraged the Council to reserve 20% of the debt capacity for emergencies that may arise. The four CIP scenarios would fund five consecutive years of CIP projects at \$480,000/year (Level 1), \$650,000/year (Level 2), \$800,000/year (Level 3), and \$1,200,000/year (Level 4). Levels 1-3 provided debt capacity for another Park Phase I vote in the near future. The debt capacity that would be reached by implementing the CIP at Level 4 was projected to preclude another vote on the Park Phase I Project until 2022. Councilperson Pierce stated that Level 4 should not be considered as he felt the Park Phase I Project vote should be placed back on the ballot as soon as possible. Councilperson Ellyson agreed that Level 4 should not be considered. Miller thought that Level 4 should still be considered in the case that voters do not approve the Park Phase I Project. Mayor Worrell and Ellyson expressed support for Level 3. Callahan stated that the feedback from the Council appeared to be for Level 3 and asked if any Council member was opposed to Level 3 and no Council members expressed opposition. Callahan asked Council members if they wanted to see any changes with the rankings that were compiled by staff on the CIP Funding Scenario Worksheet. Muckler reported that aggressive debt reduction by the City Council in recent years has placed the City in a good financial position to be able to fund the CIP in coming years. The City's financial advisor estimated that the levy would need to increase by \$0.55 per thousand to implement the CIP at Level 3. Shields asked about how West Branch's tax levy compares to surrounding communities. Callahan stated that West Branch had a very low levy at \$12.04/thousand of assessed value. Muckler reported the following levies for other communities: \$12.38/thousand in Mechanicsville, \$12.54/thousand in Lowden, \$12.99 per thousand in Tipton, \$13.30 per thousand in Bennett, \$13.47 per thousand in Durant, \$13.52 per thousand in Coralville, \$13.78 per thousand in Wilton, \$13.85 per thousand in West Liberty, and \$16.80 per thousand in Iowa City. For similar sized cities around the state, West Branch compares favorably as well: \$12.24/thousand in Greenfield (1,982), \$15.40/thousand in Postville (2,227), \$17.74 in Audubon (2,176), \$16.45/thousand in Belle Plaine (2,534), \$17.59/thousand in Madrid (2,543), \$15.77/thousand in Ogden (2,044), and \$14.72/thousand in Jesup (2,520).

ADJOURNMENT

Motion by Shields to adjourn the work session, second by Ellyson. Motion carried on a voice vote. City Council work session adjourned at 9:43p.m.

Mark Worrell, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

Date 12-1-14

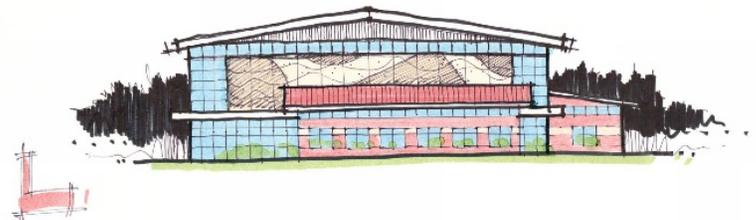
City Of West Branch
Claims Report

| | | |
|-----------------------------|----------------------------|-----------|
| Blue Cross Blue Shield | Health Insurance | 10553.01 |
| Dearborn National Insurance | Life Insurance | 60.10 |
| EFTPS | Federal Withholdings | 6,762.01 |
| Iowa Department Of Revenue | Payroll Expense - November | 872.38 |
| IPERS | IPERS | 8,505.68 |
| Payroll Expense | Payroll Expense 11-21-14 | 28,474.02 |
| Treasurer State Of Iowa | State Withholding Tax | 2,458.00 |
| United States Treasury | Payroll Expense - November | 1,159.72 |
| | Grand Total | 58,844.92 |

Fund Totals

| | |
|----------------------|-----------|
| 001 General Fund | 24,573.35 |
| 031 Library | 6,260.32 |
| 112 Trust And Agency | 11,220.46 |
| 600 Water Fund | 8,804.21 |
| 610 Sewer Fund | 7,986.58 |
| Grand Total | 58,844.92 |

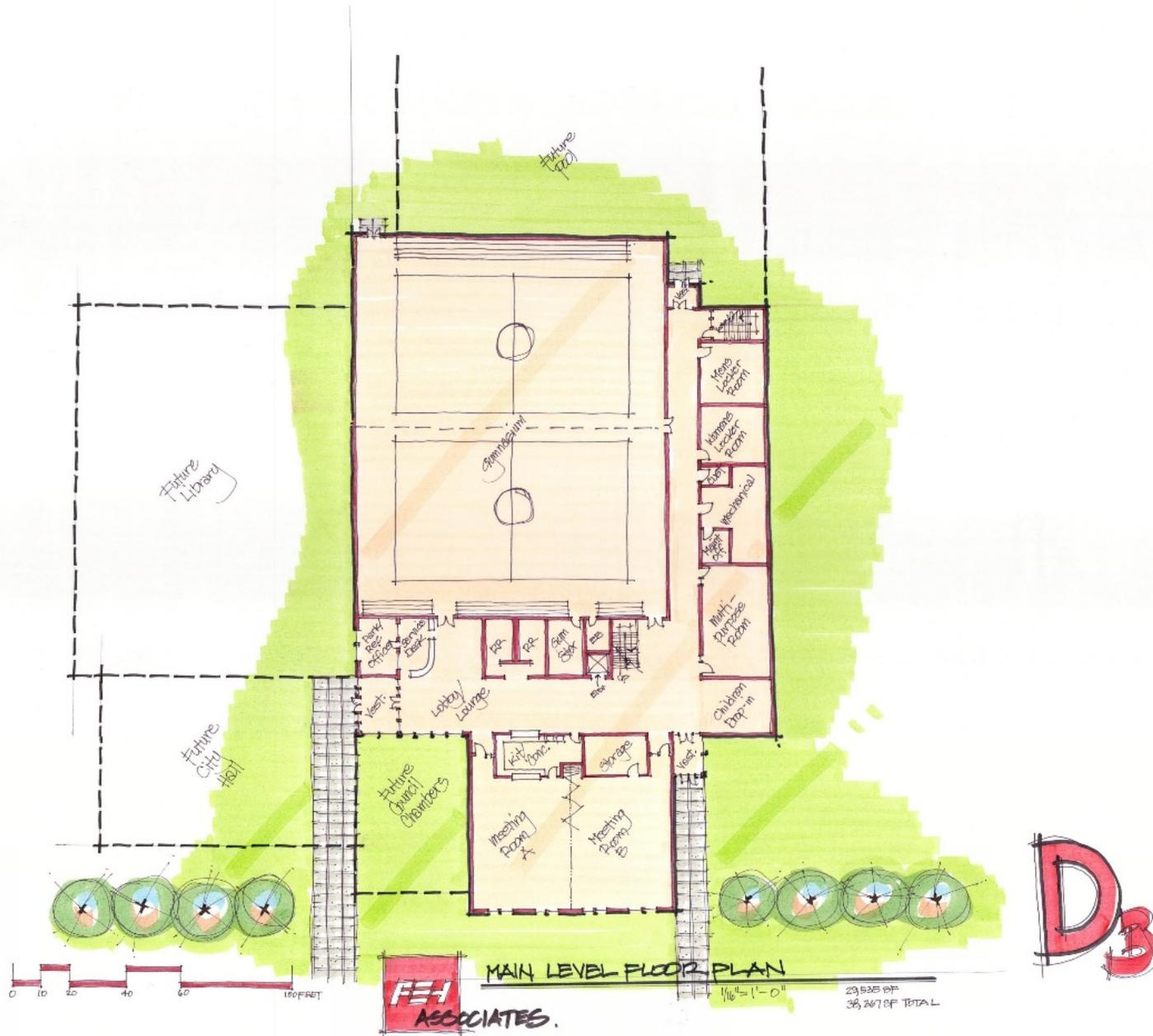
Possible Elevations



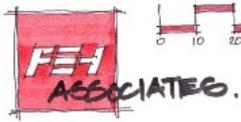
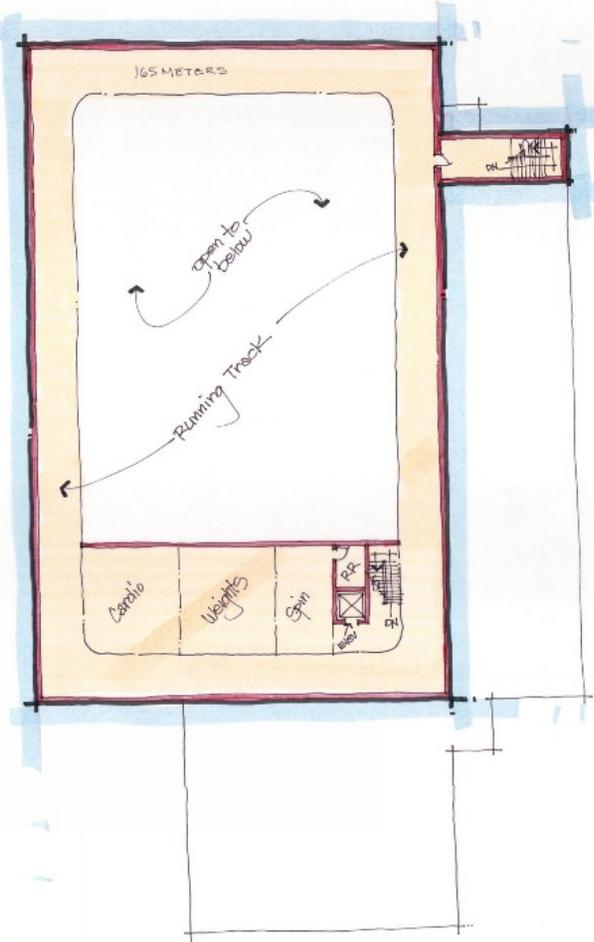
Updated Site Plan



D3 Main Level Floor Plan



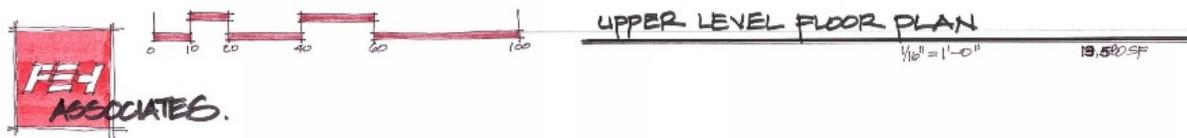
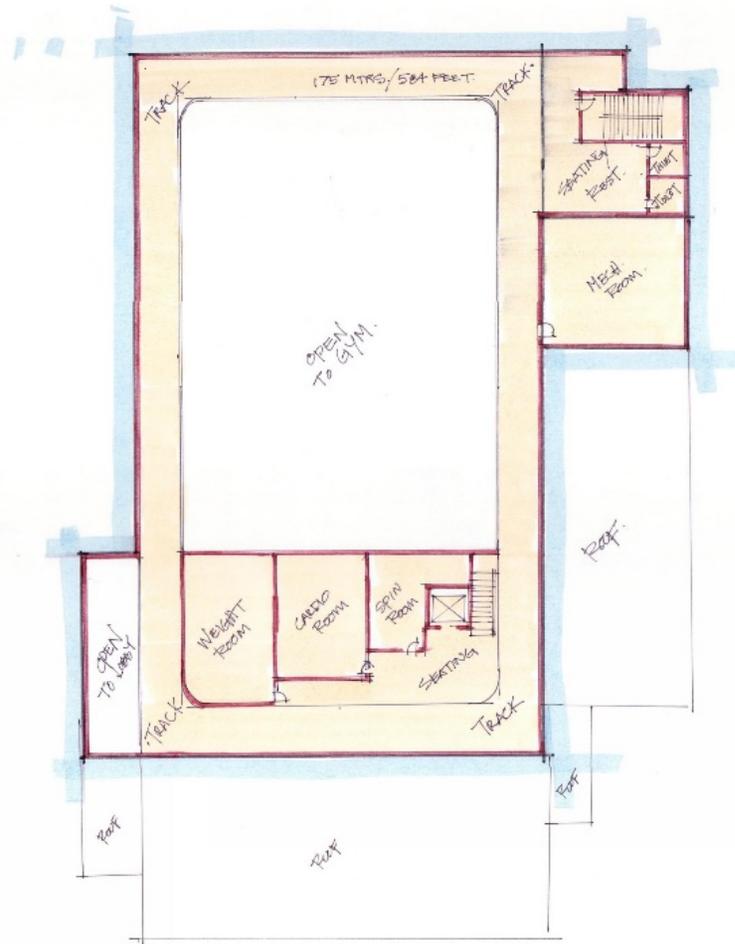
D3 Upper Level Floor Plan



UPPER LEVEL FLOOR PLAN

1/16" = 1'-0" 88325F

D4 Upper Level Floor Plan



ORDINANCE NO. 728

AN ORDINANCE AMENDING TITLE “COMPENSATION”, CHAPTER 15 “MAYOR”

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 15.04 “COMPENSATION” of the Code of West Branch, Iowa is hereby amended by deleting section 15.04 in its entirety and inserting in lieu thereof:

15.04 COMPENSATION. The salary of the Mayor is Five thousand dollars (\$5,000.00) per annum.

Passed and approved this 1st day of December 2014.

First Reading: November 17, 2014
Second Reading: December 1, 2014
Third Reading:

Mark Worrell, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 729

AN ORDINANCE AMENDING TITLE “COMPENSATION”, CHAPTER 17 “COUNCIL”

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 17.06 “COMPENSATION” of the Code of West Branch, Iowa is hereby amended by deleting section 17.06 in its entirety and inserting in lieu thereof:

17.06 COMPENSATION. The salary of each Council member is eighty dollars (\$80.00) for each meeting of the Council attended. If a Council member resigns or is removed before December 31st of any year of their term, the Council member shall forfeit all compensation earned for that year of service.

Passed and approved this 1st day of December, 2014.

First Reading: November 17, 2014
Second Reading: December 1, 2014
Third Reading:

Mark Worrell, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1248

RESOLUTION APPROVING A STORMWATER BEST MANAGEMENT PRACTICES
REIMBURSEMENT PROGRAM.

WHEREAS, the City Council of the City of West Branch, IA adopted a stormwater utility by approving Ordinance 718 on May 19, 2014; and

WHEREAS, the City Council reviewed several proposals for a Stormwater Best Management Practices (BMP) reimbursement program at their October 6, 2014 City Council Meeting and provided feedback to city staff; and

WHEREAS, staff has prepared a Stormwater BMP Reimbursement Program (attached as Exhibit A); and

WHEREAS, the Stormwater BMP Reimbursement Program will provide for a \$500 matching grant to residents to implement storm water quality projects on their property including, but not limited to, rain gardens, bioswales, rain barrels, pervious paving, drainage channel erosion control, bank stabilization, pond maintenance, filtration, infiltration, grassed swales and other generally accepted stormwater quality BMP's as approved by the City; and

WHEREAS, this program will assist in the improvement of water quality and stormwater management in the City of West Branch.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City of West Branch Stormwater BMP Reimbursement Program is hereby approved.

* * * * *

Passed and approved this 1st day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Background:

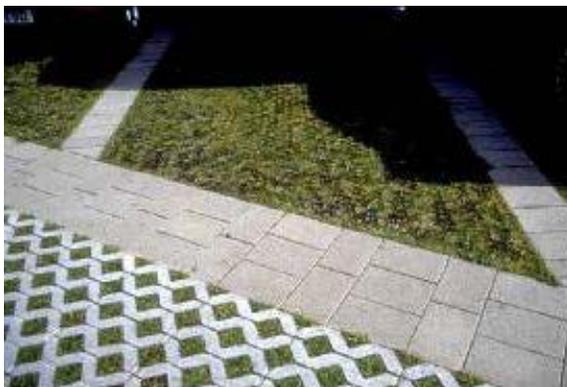
The City of West Branch has developed this program to promote installation of stormwater quality best management practices (BMPs) within the City. Financial assistance is given to applicants who install BMPs on their property that improve the quality of stormwater runoff entering the City storm sewer system, creeks or streams. Typical projects may include rain gardens, bio-retention, rain barrels, pervious paving systems, and other practices may be evaluated. Funding of this program is limited and available to applicants on a first come basis.

Instructions:

1. Schedule an on-site appointment with the Stormwater Coordinator @ (319) 643-5888.
2. Project must first be approved & signed by the Stormwater Coordinator to qualify for cost share reimbursement.
3. Fill out and return the completed application along with a cross section, concept design and estimate.
4. Make sure the application is signed by the property owner(s).
5. Call the Stormwater Coordinator for an inspection of the completed project.
6. Submit final receipts and the signed maintenance agreement for approval and payment.

Conditions:

1. The City will reimburse up to \$500 or 50% of the total project cost, whichever is less.
2. Applicant is responsible for all project costs and will only be reimbursed for receipts that are submitted to the City. After submitting final cost and receipts, the City will reimburse the applicant within 30 days.
3. All implementation of the project is the responsibility of the property owner. The City is not liable for personal injury or property damage resulting from said work.
4. The City does not warranty any of the work or functionality of the project. Implementation and maintenance is the responsibility of the property owner.
5. The property owner is responsible for obtaining any other permits from local, state or federal entities as required.
6. Please be advised that the applicant is liable for any income and or property taxes that become due as a result of any reimbursement by the City.
7. It is recommended to use generally accepted BMP's for planning your project. There are many reference/guidance materials from many sources such as the Iowa Stormwater Manual and the EPA manual of Urban Stormwater Retrofit Practices (<http://www.iowastormwater.org/>).



RESOLUTION 1249

RESOLUTION APPROVING A 36-MONTH LEASE AGREEMENT WITH KOCH BROTHERS ON A LANIER MPC4503 COPIER FOR \$241.80 PER MONTH PLUS A MONTHLY SERVICE CHARGE BASED ON NUMBER OF COPIES.

WHEREAS, the City of West Branch Administration Department has a copier on a lease agreement that will expire in December of 2014; and

WHEREAS, the Administration Department accepted bids from three companies for a new 36-month lease agreement for a copier that prints at least 40 pages per minute; and

WHEREAS, a 36-month agreement with Koch Brothers for a Lanier copier that prints 45 pages per minute was selected as the best proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement with Koch Brothers be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

* * * * *

Passed and approved this 1st day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

West Branch City Hall

Lanier MPC4503 Highlights:

- 45 Pages per minute **color** & monochrome
- 25% - 400% zoom lens
- 4x550 sheet paper drawers, 1x1,500 sheet paper drawers
- 220 sheet single pass document feeder
- 100 sheet bypass
- 2 sided copying/printing
- Copies/prints up to 12x18
- Paper weight supported 14 lb. bond – 166 lb. index
- Will duplex up to 142lb. index paper
- Envelopes can be used in tray 2
- Print/Scan/Fax included
- 2 GB RAM
- 250 GB Hard Disk Drive
- Scan to/print from USB device (Thumbdrive or SD card)
- Scan directly to Email or file (pdf, high compression pdf, pdf-a, tiff, or jpeg)
- Standard Data Overwrite Security System
- Standard Hard Disk Drive Encryption
- Up to 180 ppm scanning speed **full color**
- Standard electronic sorting plus 500 sheet/50 sheet stapling inner finisher
- Multiple copies to 999
- Up to 1,000 user codes
- Warm up time less than 20 seconds from main power switch on
- Recovery time less than 10 seconds from sleep mode



Pricing:

| | |
|---|---------------------|
| Lanier MPC4503 | included |
| 2x550 sheet paper drawers (4 drawers total) | included |
| 1,500 sheet large capacity drawer (5 drawers total) | included |
| 2,000 sheet booklet finisher | included |
| Fax module | included |
| Postscript module (for Mac printing) | included |
| ESP Power Filter | included |
| Shipping back to leasing company at end of term | included |
| 36 month lease | \$241.80/mo. |

Optional Equipment:

| | |
|-----------------|-----------------------|
| Hole punch unit | \$6.16/mo. additional |
|-----------------|-----------------------|

Service:

All black & white pages billed at .007 per page. All color pages billed at .05 per page. This includes all service, parts, supplies, labor, and toner, excluding only paper and staples.



APPLICATION NO.

AGREEMENT NO.



Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME: City of West Branch Iowa; STREET ADDRESS: 110 N. Poplar Street; CITY: West Branch; STATE: IA; ZIP: 52358; PHONE: 319-643-7213; BILLING NAME: Same; EQUIPMENT LOCATION: (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

NAME OF SUPPLIER: Koch Brothers; STREET ADDRESS: 228 Northland Ct. NE; CITY: Cedar Rapids; STATE: IA; ZIP: 52402; PHONE: 319-373-0075; FAX: 319-373-1249

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES: Lanier MPC4503; SERIAL NO.:

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. See the attached Schedule A

TERM AND PAYMENT SCHEDULE

Term in 36 Months; 36 Payments* of \$ 241.80; *plus applicable taxes; The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option.

- 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.
1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance; LESSOR; SIGNATURE; TITLE; DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

City of West Branch Iowa; CUSTOMER (as referenced above); SIGNATURE; TITLE; DATED

FEDERAL TAX I.D. #; PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects.

City of West Branch Iowa; CUSTOMER (as referenced above); SIGNATURE; TITLE; DATE OF DELIVERY

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.



Addendum to Agreement # _____, dated _____, between City of West Branch Iowa, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other document.

The parties wish to amend the above-referenced Agreement by restating the following:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where Customer is located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

City of West Branch Iowa

Lessor

Customer

Signature

X

Signature

Title

Date

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Order # _____

INV # _____

KOCH BROTHERS

301 EAST LOCUST, P.O. BOX 1755
DES MOINES, IOWA 50306
(515) 244-4900 / 1(800) 934-5624

228 NORTHLAND COURT N.E.
CEDAR RAPIDS, IOWA 52402
(319) 373-0075 / 1(800) 947-5624

SOLD TO

Ent ID #

| | |
|------------------|-------------------------------|
| Name | West Branch City Hall |
| Street Address | 110 N. Poplar St./ PO Box 218 |
| City, State, Zip | West Branch, IA 52358 |
| Telephone Number | 319-643-5888 |
| Contact Person | Dawn Brandt |

SHIP TO

Ent ID #

| | |
|------------------|--|
| Name | |
| Street Address | |
| City, State, Zip | |
| Telephone Number | |
| Contact Person | |

Customer
P.O. Number

Date 11/24/2014

Terms Net
10th Prox.

| Quantity | Product ID | Description | Serial No. | Unit Price | Amount |
|--|------------|---|------------|------------|--------|
| 1 | 416518 | Lanier MPC4503 color copier/printer/scanner/fax | | | |
| 1 | 416544 | PB3160 2x550 sheet paper drawers | | | |
| 1 | 416548 | RT3030 1,500 sheet Large capacity side drawer | | | |
| 1 | 416542 | SR3170 Booklet Finisher | | | |
| 1 | 416551 | BU3070 Bridge Unit | | | |
| 1 | 416564 | Fax type M4 | | | |
| 1 | 416591 | Postscript type M4 | | | |
| | | ESP Surge | | | |
| | | US Bank 36 month lease | | | |
| | | \$241.80 per month | | | |
| GUARANTEED MAINTENANCE AGREEMENT INCLUDES TONER | | | | Yes | No |

SUPPLIES

| Quantity | Product ID | Description | Unit Price |
|----------|------------|-------------|------------|
| | | | |
| | | | |
| | | | |
| | | | |

TRADE IN / RETURNED EQUIPMENT

| MAKE / MODEL | SERIAL # | B/W | METER | Color |
|--|----------|-----|-------|-------|
| | | | | |
| | | | | |
| | | | | |
| TRADE IN MUST BE TAKEN OFF OF CONTRACT | | | Yes | No |

INSTALLATION CHARGE

| | |
|--------------|--------|
| SUB TOTAL | \$0.00 |
| SALES TAX % | |
| TOTAL | |
| CASH PAID | |
| BALANCE | |

Special Instructions

| |
|---|
| Service: All black & white pages billed at .007 per page. All color pages billed at .05 per page. This includes all service, parts, supplies, labor, and toner, excluding only paper and staples. |
| |
| |
| dawn@westbranchiowa.org |

Starting Meter

| B/W | Color |
|-----|-------|
| | |
| | |
| | |
| | |

Sales Representative Dave Yaggi Rep.# 4087

Date Installed _____

Customer Signature _____

ORDER FORM

25

WARRANTY

At any time within 30 days from the delivery hereunder of the equipment specified herein, the Seller will make free, of charge during ordinary business hours, all needed repairs thereto not necessitated by accident or abuse, or by damage arising from acts of third persons or any force of nature, provided that no repairs, alteration or additions have been made to such equipment except by the Seller or its authorized representatives. After the first 30 days and for the remainder of the manufacturer's warranty period, we will supply replacement parts for these parts found to be defective plus the labor necessary to make such replacements.

TERMS AND CONDITIONS

Title to said equipment shall remain in KOCH BROTHERS, hereinafter called the Seller, until the purchase price therefor is paid in full in cash. The above payment or payments shall be made to the office of the Seller, from which the undersigned receives an invoice covering said equipment. Upon full performance and observance by the undersigned of all the terms and conditions hereof, at the times specified therefor, the title to said goods shall, without any further action on the part of the Seller, be transferred to and vested in the undersigned.

The particular equipment to be delivered hereunder, shall be appropriated hereto by the Seller out of equipment of its manufacturer fulfilling the specifications aforesaid and when so appropriated the serial number (or other identification) thereof shall be by the Seller endorsed on the Seller's counterpart hereof and therefrom and thereafter this contract shall stand and continue as to the equipment so identified as though said number (or other identification) had been written herein at the time of the signing hereof by the Purchaser, and the Seller shall have the authority to make like endorsement on any counterpart intended for filing or recording in any public office.

The undersigned agrees to pay any and all taxes on said goods and to keep said goods fully insured for the benefit of the Seller, against loss or damage by fire or theft or other causes. Any tax in effect at the time of delivery hereunder based upon or measured by the proceeds of sales made by the Seller, shall be added to the price herein specified.

The undersigned agrees that he will carefully keep said goods and will not encumber or dispose of them or permit them to be in any manner encumbered or taken by operation of law, and will not remove said goods or permit them to be removed from the present premises of the undersigned in the State, County, and/or city of delivery aforesaid without first obtaining the written consent of the Seller.

There are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting this order or the goods above mentioned.

The counterpart of this agreement held by the Seller shall be considered the original and shall be the binding agreement in case of a variance in any particular between it and any other signed copy.

If the undersigned fails to make the aforesaid payment or payments in cash, or if the undersigned shall petition for reorganization under the bankruptcy act or be adjudicated a bankrupt, or if a receiver shall be appointed for the undersigned's business, or if the undersigned shall make an assignment for benefit of creditors, or if the undersigned shall remove the equipment from his present premises without the written consent of the Seller, or should the undersigned violate any of the other covenants hereof, by him to be kept or performed, then the Seller either (1) may declare the entire sum remaining unpaid hereunder including interest at 7 percent per annum from date of invoice, to be immediately due and payable and elect to sue therefor, or (2) it may enter, with or without legal process and using such force as may be necessary, into or upon the premises where said goods, or any part thereof, may be, or is or are believed to be, and take possession thereof, and thereafter hold the same absolutely free from all claims of the undersigned, and retain all payments made by the undersigned hereunder as by law; and the undersigned for himself and his successors in interest hereby waives all claims and rights of action for trespass or damages by reason of such entry, taking of possession and removal, and also waives so far as is consistent with public policy, the benefits of any statutes of this State that may conflict with the conditions of this order or with any causes of action hereby given. Where action shall be taken hereunder the Seller through an attorney the undersigned shall pay an attorney fee if any shall be permitted by the law of the place of such action in the highest amount so permitted not exceeding fifteen percent (15%) of the original purchase price hereunder.

This shall become a binding contract when (but not before) either (a) it has been accepted by the Seller at its executive office, or (b) the equipment has been by the Seller delivered, or has left the Seller's place of business for delivery, to the Purchaser, with or without acceptance in writing hereon by a local representative of the Seller, Notice of acceptance by the Seller is hereby waived by the undersigned Purchaser. The undersigned hereby acknowledges receipt of a true and complete copy of this instrument.

RESOLUTION NO. 1250

RESOLUTION DIRECTING THE MAYOR TO SEND A ZONING
CONFIRMATION LETTER TO VBJ LLC.

WHEREAS, Dr. Tony Vanden Bush, of Iowa City, IA, has approached the City of West Branch IA, with a request for a letter that would make a determination on whether or not the zoning at 401B Parkside Drive was appropriate for a business that proposed to mix, bottle and store infused alcoholic beverages; and

WHEREAS, Dr. Vanden Bush met with City Administrator Matt Muckler, Zoning Administrator Paul Stagg and City Engineer Dave Schechinger to discuss his plans for this business; and

WHEREAS, the outcome of those discussions led to the determination that the proposed business would be appropriate for the existing zoning designation of Business (B-2) District.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council hereby directs the Mayor to send the letter attached as “Exhibit A” to Dr. Tony Vanden Bush, Co-Founder of VBJ LLC, 2209 Arizona Avenue, Iowa City, IA, 52240.

Passed and approved this 1st day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

City of West Branch

~A Heritage for Success~

Office of the Mayor

December 1, 2014

Dr. Tony Vanden Bush, Ph.D.
VBJ LLC
2208 Arizona Avenue
Iowa City, Iowa 52240

Re: Zoning Confirmation

Dear Dr. Vanden Bush:

You have approached West Branch city officials concerning your interest in establishing a business, VBJ LLC, in West Branch that would involve the mixing, bottling and storing of an infused alcoholic beverage. A meeting took place on Friday November 21, 2014 in the West Branch City Council Chamber which was attended by City Administrator Matt Muckler, Zoning Administrator Paul Stagg, City Engineer Dave Schechinger, and yourself, a co-founder of VBJ LLC.

The property at which you are interested in locating your business is 401B Parkside Drive, West Branch, IA, 52358. The property is located in a Business (B-2) District. Section 165.32 (B-2 District Requirements) of the Code of Ordinances of the City of West Branch, Iowa allows for light manufacturing. The mixing, bottling and storing of an infused alcoholic beverage qualifies as light manufacturing.

I am contacting you today to inform you that 401B Parkside Drive in West Branch, Iowa is zoned appropriately for its use as a light manufacturing business, such as you have proposed to mix, bottle, and store infused alcoholic beverages.

Sincerely,

Mark Worrell, Mayor

110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888
city@westbranchiowa.org · Fax 319-643-2305 · www.westbranchiowa.org

RESOLUTION 1251

A RESOLUTION ENDORSING THE PEDERSEN PARK TRAIL PROJECT GRANT SUBMITTAL AND AGREEING TO MAINTAIN THE COMPLETED PROJECT FOR ITS INTENDED PUBLIC USE FOR TWENTY YEARS.

WHEREAS, the City of West Branch, Iowa wishes to implement the Pedersen Park Trail Project to connect the west side of the City of West Branch with the Herbert Hoover National Historic Site, pursuant to the West Branch Community Trails Plan; and

WHEREAS, the Council of the City of West Branch, Iowa has available the funds to finance the activity until reimbursed by TAP funds, and the financial capability to operate, maintain, and manage the completed project in a safe and attractive manner for public use; and

WHEREAS, the proposed trail route connecting the NPS Trail with the new park space in Pedersen Valley and the corresponding project costs were made available for public review at a properly announced meeting of the Council of the City of West Branch;

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

SECTION 1. The City Council authorizes the city administrator to file the application for funding from the Transportation Alternatives Program for the Pedersen Park Trail Project.

SECTION 2. The City Council guarantees the availability of funds for the construction of the project and the local match that would be required to complete the project..

SECTION 3. The City Council agrees to maintain, or cause to be maintained, the completed improvements for a period of twenty years.

Passed and Approved this 1st day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Pedersen Park Trail Project Grant Proposal

Transportation Alternatives (TAP) Funding

ECICOG announces the opportunity for local governments to apply for regional Surface Transportation Program (STP) and Transportation Alternatives (TAP) funding. Eligible projects will occur in federal fiscal years 2016-2019.

The TAP program is intended for construction, planning and/or design of non-road and off-road trail facilities for pedestrians, bicyclist and other non-motorized forms of transportation. Other eligible uses include construction or non-construction projects under the Safe Routes to Schools program, and turnouts, overlooks and viewing areas associated with designated Scenic Byways. During this application cycle, approximately \$236,000 is available for programming.

Please note that a pre-application is required by October 31, 2014, and completed applications are due back to ECICOG by December 15, 2014. The applications and additional information for these programs are provided in the attachments. If you have questions, my contact information is noted below:

Mary Rump, Transportation & Regional Development Director
East Central Iowa Council of Governments
700 16th Street NE, Suite 301
Cedar Rapids, Iowa 52402
(319) 365-9941, ext. 128
www.ecicog.org

October 9, 2014 E-Mail

From: Matt Muckler [<mailto:matt@westbranchiowa.org>]
Sent: Thursday, October 09, 2014 9:56 AM
To: 'Mary Rump'
Subject: TAP Pre-Application - Pedersen Park Trail, West Branch, IA

Hello Mary,

I would like to submit a pre-application for Transportation Alternative Program funds for the Pedersen Park Trail Project. This project would connect the Herbert Hoover National Historic Site with a new park space in West Branch. I have attached some initial information, and I intend to provide you with a completed application by December 15th. Could you please let me know if I need to submit any additional information to complete my pre-application?

Thanks, Matt

October 10, 2014 E-Mail

Matt,

I have enough information to confirm that the project is eligible for funding and to authorize you to move forward with the full application. As you noted, the application is due to our office by December 15. I will note, given the current amount of TAP funding available to our region, it is quite possible that if awarded, we could not fully fund your application at 80/20. Also, if awarded, funds would not be available until at least FY 2018.

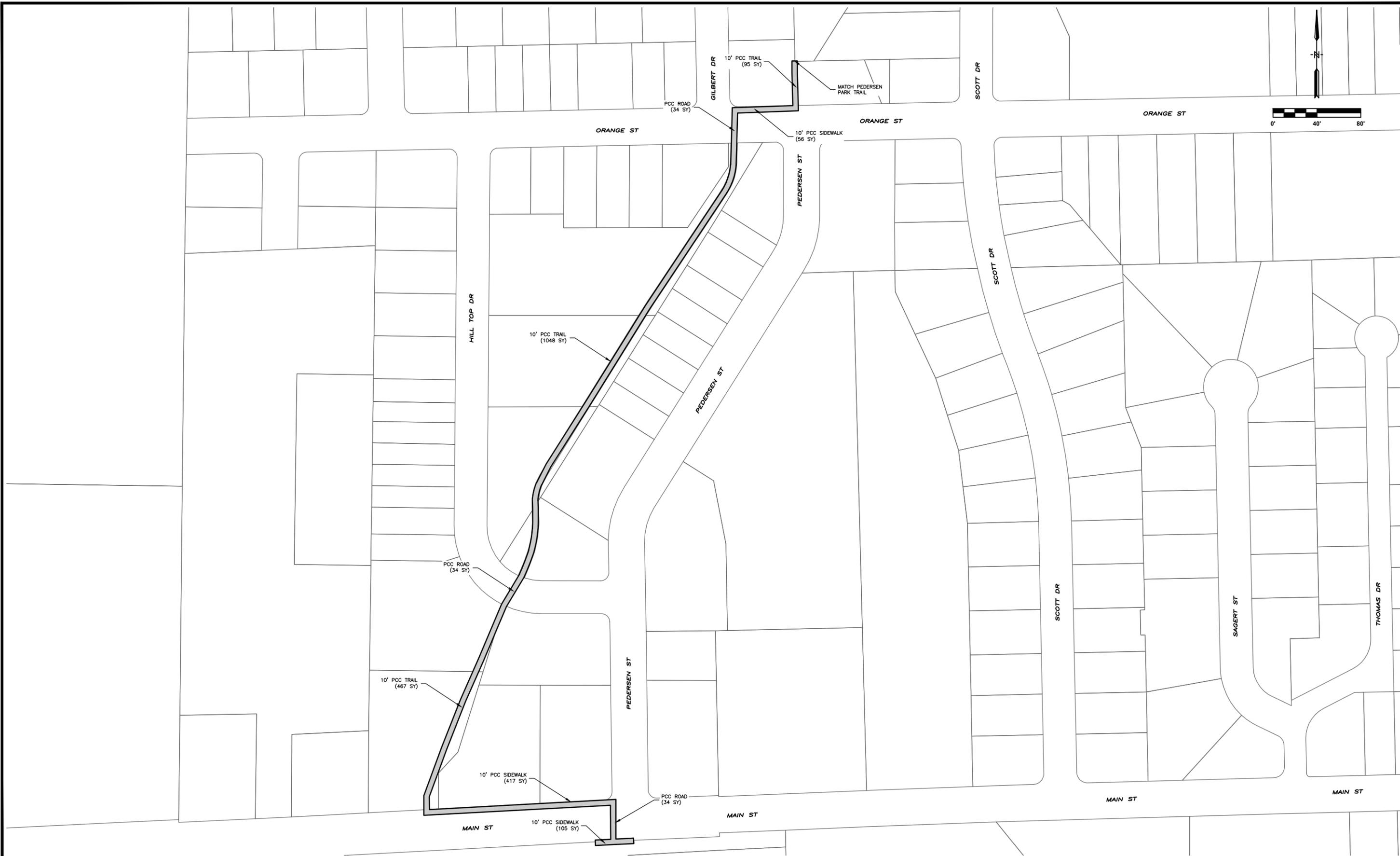
Thanks,

Mary



PROPOSED TRAIL ROUTE
PEDERSEN PARK
WEST BRANCH, IOWA

| Description | Unit | Estimated Quantities | Unit Price | Extended Price |
|----------------------------------|------|----------------------|--------------|---------------------|
| 1 EXCAVATION, CL 13, RDWY+BORROW | CY | 852 | \$15.00 | \$12,780.00 |
| 2 SIDEWALK REMOVAL | SY | 35 | \$25.00 | \$875.00 |
| 3 MODIFIED SUBBASE | CY | 243 | \$25.00 | \$6,075.00 |
| 4 TRIAL SIGNS | EACH | 6 | \$500.00 | \$3,000.00 |
| 5 10' PCC TRAIL (6 INCH) | SY | 2,190 | \$55.00 | \$120,450.00 |
| DETECTABLE WARNINGS | SF | 240 | \$45.00 | \$10,800.00 |
| 6 URBAN SEEDING | ACRE | 0.2 | \$1,000.00 | \$200.00 |
| 7 TRAFFIC CONTROL | LS | 1 | \$1,000.00 | \$1,000.00 |
| 8 CONSTRUCTION SURVEY | LS | 1 | \$2,000.00 | \$2,000.00 |
| 9 MOBILIZATION | LS | 1 | \$2,500.00 | \$2,500.00 |
| 10 SILT FENCE | LF | 500 | \$1.50 | \$750.00 |
| | | | (Items 1-10) | \$160,430.00 |
| | | | 15% Cont. | \$24,065.00 |
| | | | Eng | \$27,675.00 |
| | | | TOTAL | \$212,170.00 |



| DATE | REVISIONS | SCALE | AS NOTED |
|------|-----------|------------|----------|
| | | DRAWN | ### |
| | | CHECKED | ### |
| | | APPROVED | ### |
| | | DATE | ### |
| | | ISSUED FOR | ### |

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



PEDERSEN PARK TRAIL
 CITY OF WEST BRANCH

860 22nd Avenue • Suite 4 • Coraville, Iowa 52241-1565
 319-466-1000 • 319-466-1000(FAX) • 800-241-9001(WATS)

PROPOSED PEDERSEN PARK TRAIL ROUTE

| DWG. NO. |
|----------|
| 1 |



HIGH SCHOOL /
MIDDLE SCHOOL

10' PCC TRAIL
(2190 SY)

| DATE | REVISIONS |
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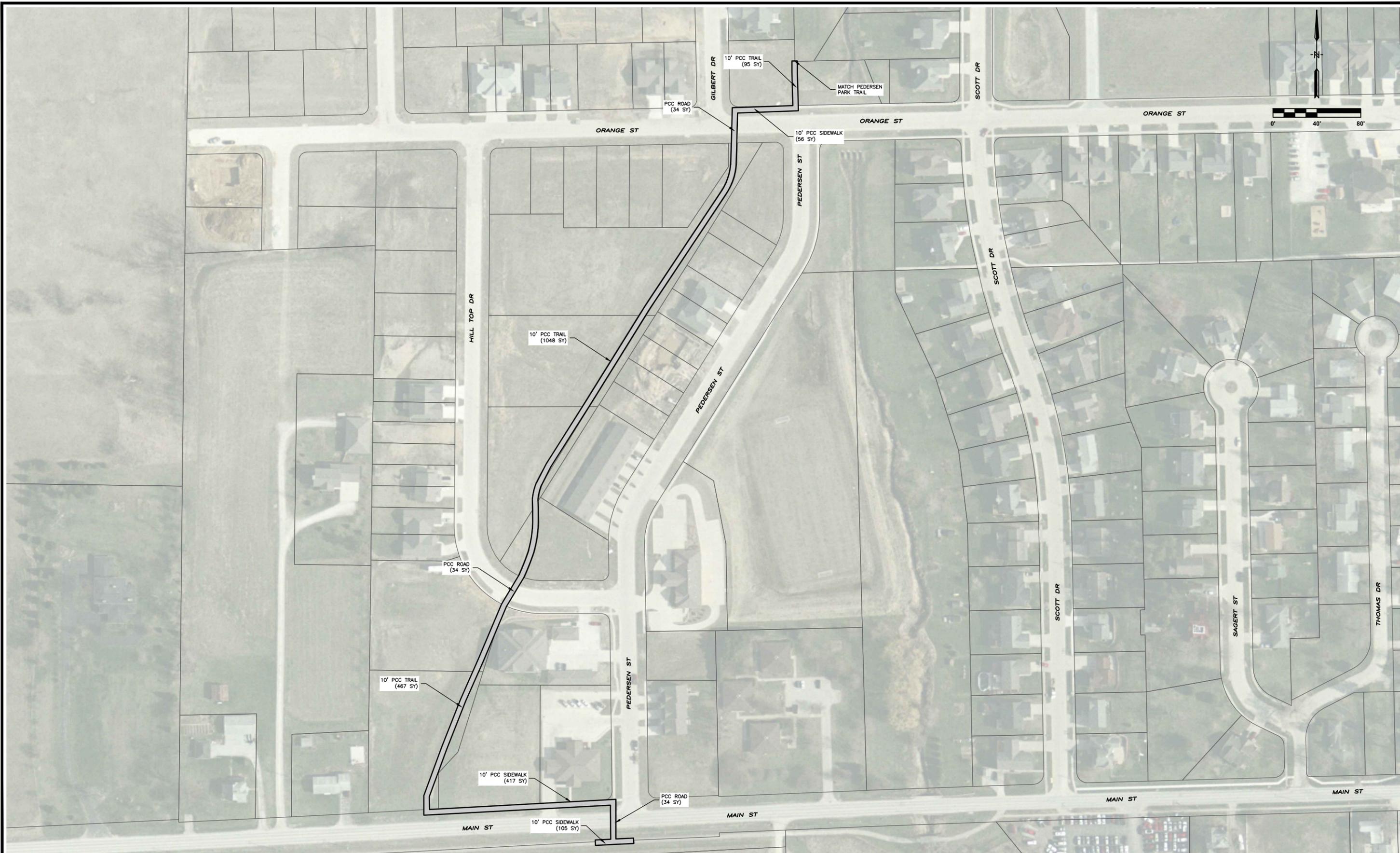


PEDERSEN PARK TRAIL
 CITY OF WEST BRANCH

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

PROPOSED
 PEDERSEN PARK
 TRAIL ROUTE

| DWG. NO. |
|-------------|
| 1 |
| PROJECT ### |



| DATE | REVISIONS | SCALE | AS NOTED |
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PEDERSEN PARK TRAIL
 CITY OF WEST BRANCH

860 22nd Avenue • Suite 4 • Coraville, Iowa 52241-1565
 319-466-1000 • 319-466-1000(FAX) • 800-241-9001(WATS)

PROPOSED PEDERSEN PARK TRAIL ROUTE

| DWG. NO. |
|-------------|
| 1 |
| PROJECT ### |

FY 2016 Proposed Budget Calendar

League of Cities Model Budget Calendar:

Typical Budget Timeline

| | |
|--|---------------|
| City elected officials and staff members meet to hold preliminary budget discussions and schedule formal work sessions and budget adoption dates | Nov. and Dec. |
| City department heads give budget and proposals to city finance officer | January 5 |
| Budget work session(s) with finance officer and city council | January 19 |
| Budget work session(s) with finance officer and city council | February 2 |
| Council receives and adopts final proposed budget and orders notice of hearing | February 16 |
| Notice of hearing on adoption of final budget published | February 19 |

NOTICE REQUIREMENT: Notice of the budget hearing must be given not more than 20* days nor less than 10* days before the date of the hearing.

DETAILED BUDGET: The detailed budget must be available for public inspection at least 10* days before the final budget hearing and 20* days before final date for certification, and is to be available at the clerk's and mayor's offices and the public library, or posted at three places designated by ordinance if there is no library.

| | |
|---|-----------|
| Budget hearing | March 2 |
| Adoption of final budget | March 2 |
| Certified budget to county auditor | March 15* |
| Persons affected by the budget have 10 days after the date of certification to file a written protest | March 25* |
| IDOM certifies taxes back to county auditor | June 15* |
| Budget takes effect | July 1* |

* Dates noted by an asterisk are statutory deadlines or requirements.

Staff Recommendations:

- 1) Adopt the League of Iowa Cities Proposed Budget Calendar (above).
- 2) Add an additional work session on January 5, 2015.

City of West Branch, Iowa FY16 Budget Timeline

| | |
|---|-------------|
| Budget work session(s) with finance officer and city council | January 5 |
| 1) Updated City of West Branch, Iowa FY 16 Proposed Budget Timeline | |
| 2) Review of City Council Goals | |
| 3) FY 15 Expenditures by Function | |
| 4) FY 15 Revenue by Source | |
| 5) West Branch Property Tax Distribution | |
| 6) My Tax Dollars at Work | |
| 7) Review of Budget Forms | |
| 8) Discussion of potentially adding 4 th Full-Time Police Officer | |
| 9) Total Employee Compensation – FY 2015/16 | |
| 10) Council Member Input - Questions and Comments for Staff | |
| | |
| Budget work session(s) with finance officer and city council | January 19 |
| 1) Council approves an initial general fund revenue estimate | |
| 2) Council approves a salary plan | |
| 3) Department Director Budget Presentations | |
| 4) Council Member Input - Questions and Comments for Staff | |
| | |
| Budget work session(s) with finance officer and city council | February 2 |
| 1) Council sets general fund departmental non-salary expenditures. | |
| 2) Council approves initial revenue estimates for all other funds | |
| 3) Council approves departmental non-salary expenditures for all other funds | |
| 4) Council Member Input - Questions and Comments for Staff | |
| | |
| Council receives and adopts final proposed budget and orders notice of hearing | February 16 |
| | |
| Notice of hearing on adoption of final budget published | February 19 |
| | |
| NOTICE REQUIREMENT: Notice of the budget hearing must be given not more than 20* days nor less than 10* days before the date of the hearing. | |
| | |
| DETAILED BUDGET: The detailed budget must be available for public inspection at least 10* days before the final budget hearing and 20* days before final date for certification, and is to be available at the clerk's and mayor's offices and the public library, or posted at three places designated by ordinance if there is no library. | |
| | |
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