

City of West Branch

~A Heritage for Success~

110 N. Poplar Street • PO Box 218 • West Branch, Iowa 52358
(319) 643-5888 • Fax (319) 643-2305 • www.westbranchiowa.org • city@westbranchiowa.org

**CITY COUNCIL JOINT WORK SESSION
WITH THE WEST BRANCH COMMUNITY SCHOOL
DISTRICT BOARD OF DIRECTORS
Monday, December 15, 2014 • 6:00 p.m.
City Council Chambers, 110 North Poplar Street**

1. Call to order
2. Roll call
3. Facilities and Capital Improvement Planning
4. Adjournment

**CITY COUNCIL MEETING AGENDA
Monday, December 15, 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 December 1, 2014 City Council Meeting.
 - b. Approve claims.
 - c. Approve 2015 Seal Coat Unit Pricing Agreement with L.L. Pelling Company.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell – Recognition of Hames Homes.
 - b. Mayor Mark Worrell – Recognition of Wilburn Bass for his service on the Zoning Board of Adjustment.
 - c. Accept the resignation of Wilburn Bass from the Zoning Board of Adjustment./Move to action.
 - d. Councilperson Mary Beth Stevenson - Appointments/Reappointments/Move to action.
 - i. Clara Oleson – Planning and Zoning Commission, December 31, 2016.
 - e. Councilperson Jordan Ellyson - Appointments/Reappointments/Move to action.
 - i. Sally Peck – Planning and Zoning Commission, December 31, 2015.
 - f. Councilperson Colton Miller - Appointments/Reappointments/Move to action.
 - i. Frank Frostestad – Zoning Board of Adjustment, December 31, 2019.

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

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CITY COUNCIL MEETING AGENDA
Monday, December 15, 2014 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- g. Mayor Mark Worrell – Presentation of Reserve Officer Completion of Training Certification to Reserve Officer Lynn Lovetinsky.
 - h. Third Reading of Ordinance 728, amending Title “Compensation”, Chapter 15 “Mayor.”/Move to action.
 - i. Third Reading of Ordinance 729, amending Title “Compensation”, Chapter 17 “Council.”/Move to action.
 - j. Resolution 1252, approving a temporary water supply agreement with Crestview Nursing and Rehab Center./Move to action.
 - k. Resolution 1253, approving partial payment number two in the amount of \$1,301.50 and partial payment number three (final) in the amount of the retainage (\$5,052.70) to All American Concrete, Inc. of West Liberty, IA and accepting the West Branch, Iowa Oliphant Street Sidewalk – Phase 2 Project as substantially completed./Move to action.
 - l. Resolution 1254, approving City of West Branch Legislative Priorities./Move to action.
 - m. Resolution 1255, approving an agreement with the Legacy Girls in the amount of \$1,200 for entertainment during the 2015 Hoover’s Hometown Days Celebration on Saturday August 8, 2015./Move to action.
 - n. Resolution 1256, approving an agreement with the Eastern Iowa Brass Band in the amount of \$3,000 for entertainment during the 2015 Hoover’s Hometown Days Celebration on Saturday August 8, 2015./Move to action.
 - o. Resolution 1257, approving a change order with Seneca Companies to Proposal #20140048 for additional soil sampling and analysis in an amount not to exceed \$5,100./Move to action.
 - p. Resolution 1258, hiring Tim Horihan as a part-time police officer and setting the salary for the position for fiscal year 2014-2015./Move to action.
 - q. Resolution 1259, providing written consent of the City Council for use of barbed wire at Altorfer Ag Services./Move to action.
8. City Staff Reports
- a. Public Works Director Matt Goodale – Snow Emergencies and Boil Orders
 - b. Police Chief Mike Horihan – Annual Pet Registration
 - c. Library Director Nick Shimmin – Programming Update
9. Comments from Mayor and Council Members
- a. Mayor Mark Worrell – Christmas Past
 - b. Mayor Pro Tem Colton Miller – Parkside and Main Street Intersection Improvements
10. Adjournment

Mayor: Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson
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Parks & Rec Director: Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

Summary of (projected / estimated) 5-Phase Funding Stream Plan for WBCSD 15-Year, Master Facilities

Architect Support: Struxture Architects

Financial Advisory: Piper Jaffray & Co.

Mr. Kevin Hatfield, Superintendent of Schools & Angie Klinkkammer, Business Manager

Date Prepared: January 13, 2014 (Updates: Jan 2014, Feb 2014, May 2014, July 2014, October 2014, December, 2014)

The phase-in funding stream plan should be considered a "living document." It is intended to serve as a guide for fiscal decision-making in the future so as to meet the long term facility goals for students as approved by the Board of Education. Bids (costs) will determine project order per phase period.

<p>Phase: (2014, 2015, 2016) Phase I Short-Term Projects to meet Board F.A.C. Long-Term Vision & Goals</p> <p>I. Restroom Restorations, Hoover Elem., Summer, 2014 Moved to 2015</p> <p>II. HS West Lot Expansion: Determined through City engineering / traffic study and aligned for future building and HS entry drive design, Summer, 2014 COMPLETED</p> <p>III. Softball Field Relocation (Initial Work), spring / summer, 2015 <i>*In preparation for new HS entry & parking expansions Note: Current softball field's final season, 2016</i></p> <p>IV. Youth baseball fields fill and ground-leveling, 2014 STARTED</p> <p style="text-align: right;">(Approx. \$600,000)</p> <p>Assumed Funding Method(s): Use of District managed PPEL / SSAVE accumulated funds Voting Required: None</p>	<p>General Maintenance 2014 - 2015</p> <p>I. New Bus COMPLETED</p> <p>II. Oliphant Field Lights COMPLETED</p> <p>III. General Maintenance / ADA & Safety (Ramps/signage in place at Hoover - COMPLETED)</p> <p>IV. Middle School Exit w City COMPLETED</p> <p style="text-align: right;">(Approx. \$250,000)</p> <p>PPEL / SSAVE accumulated funds Voting Required: None</p>	<p>PPEL / SSAVE Funds</p> <p>Current (Jan., 2014) \$1,283,478.67</p> <p>July, 2014 est. \$ 1,450,000</p> <p>Actual \$1,608,000</p> <p><i>*Annual PPEL / SSAVE Net + \$300,000</i></p> <p>Planned Expend, 2014 - 2015 (Approx. \$850,000) Total Approx. \$800,000 by Nov. 2014.</p>
<p>Phase: 2014-2015 NOTES:</p> <ul style="list-style-type: none"> Reenergize and Format WBCSD School Foundation (winter, 2014): Comprehensive approach to revitalize School Foundation donations and gift options that would have a dramatic impact on what our community can do for students, programming, academics and facilities. One concept: Begin "Capital Campaign for Extra-Curricular Programs and Facilities Support" with 3-Year Goal of raising (\$500,000) as articulated through Booster Club(s) support and alignment of missions, goals and needs. Discussions for possible development, initiation and use of an "allocation committee" that has a balanced membership. Final plans would come through Board review and approval. The District is focused on resource allocations for our buildings and all students. The long-term plan calls for some exterior field and maintenance work, but desires to have expanded concessions, press box(s) needs beyond basic District plans. This will require a community effort and managed planning. Investigate irrigation for all fields and youth fields through programs and donation support *(3 year) Average Annual PPEL / SSAVE Revenue (approx) \$1.1 million and (3 Year) Average Annual PPEL/SSAVE Expenditures \$800K for a Net (expected) Annual Net Increase of \$300,000 		

<p>Phase II: (2016, 2017) Short-Term Projects to meet Board / F.A.C. Long-Term Vision & Goals (Projects from Phase I prioritized here)</p> <p>BOE / FAC Discussions Fall / Winter 2014 – 2015:</p> <ul style="list-style-type: none"> I. Restroom Restorations, Hoover (For restrooms / locker room updates not impacted by possible future construction and expansion) II. East Parking Lot expansion – With consideration of City traffic and Meadows sub-division road planning processes. (Winter meetings will continue with KLM, City and Regional Road management leadership.) III. Greenhouse Glazing (\$30K) or wait or new (\$55K) location when considering possible future HS expansion work. <p>Not for 2015 – 2016</p> <ul style="list-style-type: none"> IV. Softball & Baseball Complex Softball Field Complex Work Started (only if ground / irrigation work coincide with dirt / fill supplied from approved parking lot work) V. New Outdoor Concessions, Storage & Restrooms (location identified/work started) (\$500,000 – \$600,000) <p>Assumed Funding Method: Use of District managed PPEL / SILO accumulated funds v oting Required: None</p>	<p>General Maintenance 2015 - 2016</p> <ul style="list-style-type: none"> I. New Vehicle <p>General Maintenance</p> <ul style="list-style-type: none"> II. Field(s) irrigation for watering control & long-term costs savings – programs matching funds <p style="text-align: right;">(\$150,000)</p> <p>PPEL / SSAVE accumulated funds Voting Required: None</p>	<p>PPEL / SSAVE Funds</p> <p style="text-align: right;">July, 2015 \$ 800,000 Actual\$</p> <p style="text-align: right;">Annual PPEL / SSAVE Net + \$300,000</p> <p>Planned Expenses, 2015 – 2016</p> <p style="text-align: right;">(~\$650,000) Total Approx. \$450,000</p>
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Phase II (2016, 2017) NOTES:

- Preparation for bond referendum begins / Geothermal Bonding ends in 2018, reducing approx. \$1.21 from tax rate
- 2015/2016 will be the final season for current softball field pending final traffic study and City approval aspects
- School District / City collaboration for final varsity baseball field rotation
- **Football Field: Concession, Restrooms, possible press box expansion Football Field will need to coincide with expanded maintenance storage support / bus barn*
- *FYI Planning Considerations - City park and fields / possible rec. center to open*

*(3 year) Average Annual PPEL / SSAVE Revenue (approx) \$1.1 million - (3 Year) Average Annual PPEL/SSAVE Expenditures \$800K for a Net (expected) Annual Increase of \$300,000

<p>Phase III: (2017-2018) Mid-Facilities Plan Projects - aligned with Long-Term FAC and Board Vision & Goals Note: Maybe 2017-2018 upon ongoing review of facilities needs and funding capabilities</p> <p>I. Rotation and Completion of Baseball Field Complex II. Additional parking lot needs at HS</p> <p style="text-align: right;">(\$400,000)</p> <p>Assumed Funding Method: Use of District managed PPEL / SSAVE accumulated funds Voting Required: None</p>	<p>General Maintenance 2016 - 2017</p> <p>I. General Maintenance II. Resurfacing of HS track</p> <p style="text-align: right;">(\$100,000)</p> <p>PPEL / SSAVE accumulated funds Voting Required: None</p>	<p>PPEL / SSAVE Funds</p> <p style="text-align: right;">July, 2016 \$450,000 \$ Actual</p> <p style="text-align: right;"><i>Annual PPEL/SSAVE Rev. / Expense</i></p> <p style="text-align: right;">+ \$300,000</p> <p style="text-align: right;">Planned Expenditures, 2015 (\$500,000) Total Approx. \$250,000</p>
<p><i>Bond Referendum Election (Assumed) Spring, 2016 with Bonds sold in Spring, 2017</i></p> <p>NOTE: Phase III: (2017 - 2018) Facilities Plan Projects aligned with Long-Term FAC and Board Vision & Goals</p> <p>*The District may elect to exercise option to use this year to recover unexpected costs and / or to build SILO / PPEL after two years of project work. *(3 year) Average Annual PPEL / SSAVE Revenue (approx) \$1.1 million - (3 Year) Average Annual PPEL/SSAVE Expenditures \$800K for a Net (expected) Annual Increase of \$300,000</p>		
<p>Phase IV: (2017-2020) with Passing of Bond Referendum - District expects a 2-Year (24 - 28 months) Construction Process to Include:</p> <p>I. Construction of 6-12 West Branch Junior/Senior High School</p> <p style="margin-left: 20px;">a. <u>Conversion of practice gym to competition gym with concessions and new locker rooms</u> b. <u>New auditorium construction begins (Specs Developed)</u> c. <u>New 21st Century HS classrooms</u> d. <u>HS Commons with separate Middle School Commons</u> e. <u>New Media / Flex. Space Technology Study Center</u> f. <u>Final Expansion of all HS Parking Lots</u></p> <p>II. Elem. Classroom Additions / Remodels, New Office and All Purpose Room Additions</p> <p>III. Demolition of Middle School Building for Construction of New Elementary Parking lot (Parent drop-off only)</p> <p>IMPORTANT: The transition plan will be to complete the HS first,</p>	<p>General Maintenance 2017 - 2018</p> <p>I. General Maintenance II. Temporary Classroom (Trailers) for transitional planning, if needed</p> <p style="text-align: right;">(\$100K)</p> <p>General Maintenance 2018 - 2019</p> <p>I. General Maintenance II. Transition planning cost, as needed</p> <p style="text-align: right;">(\$100K)</p> <p>I. General Maint. 2019 - 2020</p> <p style="text-align: right;">(\$100K)</p>	<p>PPEL / SSAVE Funds</p> <p style="text-align: right;">July, 2018, 2019, 2020</p> <p style="text-align: right;">\$250,000 Actual \$</p> <p style="text-align: right;"><i>PPEL/SSAVE Rev/Expense</i></p> <p style="text-align: right;">+ \$300,000 + \$300,000 + \$300,000</p> <p style="text-align: right;">Expenditures, 2018 (\$200K) Expenditures, 2019 (\$100K) Expenditures, 2020 (\$100K)</p>

<p>move 6,7,8 grad to Jr/Sr. High School, begin work on Elementary School and use the Middle School for classroom needs of elementary students if required.</p> <p>IV. Demolition of Maintenance Buildings</p> <p>V. (Optional) Transportation Department & Maintenance at HS *Public Restrooms for youth fields part of design</p> <p>Initial Estimates (Elem / HS): Bonding for \$22,000,000 / 23,000,000 total bonding support for construction of two-building campus</p> <p>Assumed Funding Method: Voted G.O. School Bonds Voting Requirements: 1 Ballot Question requiring 60% approval Election Assumed Spring-Summer-Fall 2016 and Bonds sold Spring, 2017 The bond capacity (estimated at) would be for \$22,000,000</p>		<p>Total Approx. \$1,000,000</p>
<p>NOTES: The District anticipates a bonding request of \$2.70 per \$1000 of assessed property value. The geothermal bond payments will end in 2018 thus reducing the tax levy by \$1.21. This will equate to a less significant levy increase (est. \$1.55) for taxpayers while providing the District's students and families 21st Century teaching and learning facilities (two-buildings) capable of meeting District future enrollment and learning needs and establishment of long-term District facilities efficiencies.</p> <p>*(3 year) Average Annual PPEL / SSAVE Revenue (approx) \$1.1 million - (3 Year) Average Annual PPEL/SSAVE Expenditures \$800K for a Net (expected) Annual Increase of \$300,000</p>		
<p>Phase V: 8-15 Years Long-Term (2021-2028)</p> <p>Possible Concept Explorations pending needs:</p> <ul style="list-style-type: none"> Land Acquisition Study Options (first right of refusal agreements?) Construction of 8 Lane Track / New Stadium Options Transportation Center / Bus Barn 	<p>General Maintenance 2021</p> <p>New Bus/Vehicle</p>	<p>PPEL/SSAVE Funds</p> <p>July, 2021 \$1,000,000 Multiple Year Annual Rev. Expense + \$400,000 Estimated Expenditures (\$500) Total Approx. \$900,000</p>
<p>Notes: Discussions may include one-campus system through land acquisition / donation or new extra-curricular expansion and aligned fields (i.e. new football, track, soccer stadium) Enrollment trends have a significant impact on facilities improvement processes. ***G.O. Bonds payments for new practice gym end in 2029.</p> <p>*At this time, the District expects average annual PPEL/SSAVE Revenues to be about \$1.3 million, if expenditures remain steady on basic maintenance needs, the annual PPEL / SSAVE net is expected to be about \$400,000.</p>		

Spending/Year	Level 1 \$479,865	\$ 2,399,327	Level 2 \$651,465	\$ 3,257,327	Level 3 \$794,065	\$ 3,970,327	Level 4 \$1,201,065	\$ 6,005,327
Levy Affect	\$12.17		\$12.17		\$12.59		\$13.56	
Addt. Annual Property Tax	\$ 9.50 8 yr loan		\$ 9.50 1st 4 yrs as 10 yr		\$ 29.61 15 yr bonds		\$ 82.14 15 yr bonds	
Addt. tax-\$100,000 home	\$ 19.00		\$ 19.00 loan and 5th yr as		\$ 59.22		\$ 164.28	
Addt. tax-\$200,000 home			12 yr loan					
Year 1 Projects	PD/Fire	\$ 350,000	PD/Fire	\$ 350,000	PD/Fire	\$ 350,000	PD/Fire	\$ 350,000
	Int./Crossings	\$ 130,000	Int./Crossings	\$ 330,000	Int./Crossings	\$ 330,000	Int./Crossings	\$ 330,000
							Beraneck St	\$ 409,327
Year 2 Projects	Int./Crossings	\$ 200,000	Beraneck St	\$ 409,327	Beraneck St	\$ 409,327	4th St	\$ 500,000
					4th St	\$ 500,000	College St. Bridge	\$ 750,000
Year 3 Projects	Beraneck St	\$ 409,327	4th St	\$ 500,000	College St. Bridge	\$ 750,000	S. Maple (2nd-4th)	\$ 60,000
					S. Maple (2nd-4th)	\$ 60,000	N. 1st St (Green to Main)	\$ 81,000
							2nd Street (Green to College)	\$ 135,000
							2nd Street (Main to Green)	\$ 140,000
							S. 1st Street (Cookson to Cedar)	\$ 102,000
							Cookson Dr (Maple to end)	\$ 73,000
							Foster Rd (Main to School)	\$ 158,000
							Oliphant St (Downey to 551 N.)	\$ 130,000
Year 4 Projects	4th St	\$ 500,000	College St. Bridge	\$ 750,000	N. 1st Street (Green to Main)	\$ 81,000	Town Hall Renovation	\$ 400,000
					2nd Street (Green to College)	\$ 135,000	N. 1st St (College to dead end)	\$ 239,000
					2nd Street (Main to Green)	\$ 140,000	Northside (Oliphant to Maple)	\$ 113,000
					S. 1st Street (Cookson to Cedar)	\$ 102,000	Greenview Subdivision	\$ 815,000
					Cookson Dr (Maple to end)	\$ 73,000		
					Foster Rd (Main to School)	\$ 158,000		
Year 5 Projects	College St. Bridge	\$ 750,000	S, Maple (2nd-4th)	\$ 60,000	Town Hall Renovation	\$ 400,000	West Main St. Overlay	\$ 215,000
	S. Maple (2nd -4th)	\$ 60,000	N. 1st Street (Green to Main)	\$ 81,000	N. 1st St (College to dead end)	\$ 239,000	East Main St. Overlay	\$ 205,000
	TOTAL	\$ 2,399,327	Town Hall Renovation	\$ 400,000	Oliphant St (Downey to 551 N.)	\$ 130,000	Downtown Streetscape (2 blocks)	\$ 800,000
			2nd Street (Green to College)	\$ 135,000	Northside (Oliphant to Maple)	\$ 113,000	TOTAL	\$ 6,005,327
			2nd Street (Main to Green)	\$ 140,000	TOTAL	\$ 3,970,327		
			S. 1st Street (Cookson to Cedar)	\$ 102,000				
			TOTAL	\$ 3,257,327				

City of West Branch, Cedar County, Iowa

SPEER FINANCIAL, INC.

\$800,000 Annually for 5 year

Date of Bonds: 01/Jul/15 **19 Year Maturity**

Date	Principal and Interest	Fiscal Year	Estimated Series 2015 Debt Service	LEVIES Outstanding Issues	Total	Estimated Net Debt Service	Taxable Valuation 1/1/13	ETV Growth Assumptions	Estimated Tax Rate Per (\$1000 ETV)	Taxes Per Property \$100,000 Assessed \$54,400.20 Taxable Value
01/Dec/15										
01/Jan/16	67,327	2016	\$67,327.00	\$ 203,000.00	\$270,327.00	\$ 270,327.00	\$ 126,103,396		2.14	\$ 116.62
01/Dec/16										-
01/Jan/17	134,137	2017	134,137.00	127,000.00	261,137.00	261,137.00	127,364,430	1%	2.05	111.54
01/Dec/17										-
01/Jan/18	200,317	2018	200,317.00	8,000.00	208,317.00	208,317.00	128,638,074	1%	1.62	88.10
01/Dec/18										-
01/Jan/19	270,754	2019	270,754.00	8,000.00	278,754.00	278,754.00	129,924,455	1%	2.15	116.72
01/Dec/19										-
01/Jan/20	340,266	2020	340,266.00	8,000.00	348,266.00	348,266.00	131,223,700	1%	2.65	144.38
01/Dec/20										-
01/Jan/21	341,451	2021	341,451.00	8,000.00	349,451.00	349,451.00	132,535,937	1%	2.64	143.43
01/Dec/21										-
01/Jan/22	342,053	2022	342,053.00	8,000.00	350,053.00	350,053.00	133,861,296	1%	2.62	142.26
01/Dec/22										-
01/Jan/23	342,110	2023	342,110.00	8,000.00	350,110.00	350,110.00	135,199,909	1%	2.59	140.87
01/Dec/23										-
01/Jan/24	341,610	2024	341,610.00		341,610.00	341,610.00	136,551,908	1%	2.50	136.09
01/Dec/24										-
01/Jan/25	340,413	2025	340,413.00		340,413.00	340,413.00	137,917,427	1%	2.47	134.27
01/Dec/25										-
01/Jan/26	338,511	2026	338,511.00		338,511.00	338,511.00	139,296,601	1%	2.43	132.20
01/Dec/26										-
01/Jan/27	340,866	2027	340,866.00		340,866.00	340,866.00	140,689,567	1%	2.42	131.80
01/Dec/27										-
01/Jan/28	342,236	2028	342,236.00		342,236.00	342,236.00	142,096,463	1%	2.41	131.02
01/Dec/28										-
01/Jan/29	342,596	2029	342,596.00		342,596.00	342,596.00	143,517,428	1%	2.39	129.86
01/Dec/29										-
01/Jan/30	341,978	2030	341,978.00		341,978.00	341,978.00	144,952,602	1%	2.36	128.34
01/Dec/30										-
01/Jan/31	275,368	2031	275,368.00		275,368.00	275,368.00	146,402,128	1%	1.88	102.32
01/Dec/31										-
01/Jan/32	205,601	2032	205,601.00		205,601.00	205,601.00	147,866,149	1%	1.39	75.64
01/Dec/32										-
01/Jan/33	137,994	2033	137,994.00		137,994.00	137,994.00	149,344,811	1%	0.92	50.27
01/Dec/33										-
01/Jan/34	67,697	2034	67,697.00		67,697.00	67,697.00	150,838,259	1%	0.45	24.42
										-
Total	\$5,113,285		\$5,113,285.00	\$378,000.00	\$5,491,285.00	\$5,491,285.00			2.11 Average	114.74 Average

Net Interest Rate **0.080502%**
 Bond Years 50,813.705
 Average Life 9.938

Premium
 Discount \$40,906.28

run date: 17/Nov/14
 file name:

SPEER FINANCIAL, INC.

PRELIMINARY - SUBJECT TO CHANGE

City of West Branch, Cedar County, Iowa

Example #3 - CIP \$800k

General Obligation Debt Capacity

Page 1

Column:	#1	#2	#3	#4	#5
	FY 13-14 1/1/2012	FY 14-15 1/1/2013	FY 15-16 1/1/2014	FY 16-17 1/1/2015	FY 17-18 1/1/2016
Assessed Valuation(100%)/GO Bond Capacity					
Property Valuation @(100%)(Actual/Projected)	\$184,240,891	\$187,668,595	\$191,421,967	\$195,250,406	\$205,012,927
Statutory GO Debt Limit @ 5% of 100% Value	\$9,212,045	\$9,383,430	\$9,571,098	\$9,762,520	\$10,250,646
Bonds Outstanding (Beginning Fiscal Year)					
GO Bonds (Outstanding - Maturities)	\$ 3,237,973.78	\$ 3,159,215.82	\$ 2,779,071.52	\$ 6,991,298.00	\$ 7,123,378.00
TIF Revenue Bonds Outstanding (Principal Only)					
TIF Rebate Agreements Outstanding					
Other Debt Outstanding (Principal Only)					
Bonds Paid (During Fiscal Year)					
GO Debt (Principal Only) (Paid)	\$ 376,483.96	\$ 380,144.30	\$ 212,773.52	\$ 217,920.00	\$ 218,516.00
GO Debt Refunded (Principal Only) (Paid)	\$ 102,274.00				
Capital Improvements Plan Repayment				75,000.00	150,000.00
Park Improvement Repayment				375,000.00	375,000.00
Bonds Issued (During Fiscal Year)					
GO Bonds (Principal Only) (Issued)	\$ 400,000.00				
TIF Rebate Agreements (Annual Appropriations)					
Capital Improvements Plan Bonds			\$ 800,000.00	\$ 800,000.00	\$ 800,000.00
Park Improvements Bonds (TIF/LOST)			\$ 4,000,000.00		
Remaining GO Debt Capacity (Not Obligated)	\$6,052,829	\$6,604,358	\$2,204,800	\$2,639,142	\$3,070,784
Percent of Capacity Remaining	65.71%	70.38%	23.04%	27.03%	29.96%
GO Contingency Reserve (% of GO Capacity)	20%	\$1,842,409	\$1,876,686	\$1,914,220	\$2,050,129
Total GO Capacity - Less Contingency Reserve	\$4,210,420	\$4,727,672	\$290,581	\$686,638	\$1,020,655
Percent of Capacity Remaining	45.71%	50.38%	3.04%	7.03%	9.96%
Percent Increase for Property Valuation Projection	1.860%	2.000%	2.000%	5.000%	5.000%

City of West Branch, Cedar County, Iowa

General Obligation Debt Capacity

#6	#7	#8	#9	#10	#11	#12	#13	#14
FY 18-19 1/1/2017	FY 19-20 1/1/2018	FY 20-21 1/1/2019	FY 21-22 1/1/2020	FY 22-23 1/1/2021	FY 23-24 1/1/2022	FY 24-25 1/1/2023	FY 25-26 1/1/2024	FY 26-27 1/1/2025
\$215,263,573	\$226,026,752	\$237,328,089	\$249,194,494	\$261,654,218	\$274,736,929	\$288,473,776	\$302,897,464	\$318,042,338
\$10,763,179	\$11,301,338	\$11,866,404	\$12,459,725	\$13,082,711	\$13,736,846	\$14,423,689	\$15,144,873	\$15,902,117
\$ 7,174,862.00	\$ 7,140,738.00	\$ 7,025,978.00	\$ 6,015,562.00	\$ 4,989,444.00	\$ 3,942,601.00	\$ 2,915,000.00	\$ 1,885,000.00	\$ 1,385,000.00
\$ 219,124.00	\$ 224,760.00	\$ 230,416.00	\$ 231,118.00	\$ 236,843.00	\$ 202,601.00	\$ 190,000.00	\$ 80,000.00	\$ 80,000.00
225,000.00	300,000.00	380,000.00	385,000.00	390,000.00	400,000.00	410,000.00	420,000.00	340,000.00
380,000.00	390,000.00	390,000.00	400,000.00	410,000.00	420,000.00	425,000.00	430,000.00	
\$ 800,000.00	\$ 800,000.00							
\$3,612,441	\$4,275,360	\$5,840,842	\$7,460,281	\$9,130,110	\$10,816,846	\$12,533,689	\$14,189,873	\$14,937,117
33.56%	37.83%	49.22%	59.88%	69.79%	78.74%	86.90%	93.69%	93.93%
\$2,152,636	\$2,260,268	\$2,373,281	\$2,491,945	\$2,616,542	\$2,747,369	\$2,884,738	\$3,028,975	\$3,180,423
\$1,459,805	\$2,015,092	\$3,467,562	\$4,968,336	\$6,513,568	\$8,069,477	\$9,648,951	\$11,160,899	\$11,756,694
13.56%	17.83%	29.22%	39.88%	49.79%	58.74%	66.90%	73.69%	73.93%
5.000%	5.000%	5.000%	5.000%	5.000%	5.000%	5.000%	5.000%	5.000%

(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

**December 1, 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 November 17, 2014 City Council Meeting.
- b. Approve minutes from the November 17, 2014 City Council Work Session.
- c. Approve claims.

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

Date 12-1-14	City Of West Branch Claims Report	
Blue Cross Blue Shield	Health Insurance	10,553.01
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

COMMUNICATIONS/OPEN FORUM – NONE

PUBLIC HEARING/NON-CONSENT AGENDA

Mayor Mark Worrell – Recognition of Liberty Communications.

Mayor Worrell recognized and thanked Liberty Communications for their presence in the community and many years of service to the City of West Branch.

Denny Sharp, President, FEH Associates Inc. – Community Center Update

Denny Sharp presented a review of the community center building plan that was designed with community input during meetings in July and September. City Administrator Matt Muckler said that site development and ensuring site feasibility for the community center building should be the first steps. Council members Stevenson and Shields both agreed to move forward with project. The Council and Mayor would like to put the park referendum back out to the voters within a year.

Accept resignation of Molly Menard from the Planning & Zoning Commission./Move to action.

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

Accept resignation of Helen Dauber from the Planning & Zoning Commission./Move to action.

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

Accept resignation of Matt Jackson as part-time officer for the West Branch Police Department./Move to action.

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

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

Miller suggested building in a standard percentage increase per year where elected officials would receive no higher percentage increase than city staff. Stevenson said that she agreed with this approach. Attorney Olson said he will bring some options for review to the next Council meeting.

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

Second Reading of Ordinance 729, amending Title “Compensation”, Chapter 17 “Council.”/Move to action.

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

Resolution 1248, approving a stormwater best management practices reimbursement program./Move to action.

Motion by Stevenson, second by Pierce to approve Resolution 1248. AYES: Stevenson, Pierce, Shields, Ellyson, NAYS: Miller. Motion carried.

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.

Muckler explained that our current copier lease expires at the end of December. Staff received pricing quotes from three companies with Koch Brothers offering the best agreement.

Motion by Stevenson, second by Pierce to approve Resolution 1249. AYES: Stevenson, Pierce, Shields, Ellyson, Miller. Motion carried.

Resolution 1250, directing the Mayor to send a zoning confirmation letter to VBJ LLC./Move to action.

Dr. Tony Vanden Bush explained his interest in establishing a light manufacturing business that would involve mixing, bottling and packaging infused alcoholic beverages. He will be locating the business in the car wash building on the BP Amoco property at 401B Parkside Drive. City Engineer Dave Schechinger said that the business meets the current zoning requirements.

Motion by Shields, second by Pierce to approve Resolution 1250. AYES: Shields, Pierce, Ellyson, Miller, Stevenson. Motion carried.

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

Muckler said this project would connect the Herbert Hoover National Historic site trail with the new proposed park space in Pedersen Valley. Staff met the Transportation Alternative Program pre-application deadline and will submit the grant application by the December 15th due date.

Motion by Shields, second by Stevenson to approve Resolution 1251. AYES: Pierce, Miller, Stevenson, Shields, Ellyson. Motion carried.

CITY STAFF REPORTS

City Administrator Matt Muckler – Proposed FY16 budget calendar.

Muckler presented a proposed FY16 budget timeline that follows the League of Cities model budget calendar. He suggested adding one additional budget work session on January 5th following the regular Council meeting.

City Administrator Matt Muckler – December 15, 2014 City Council work session.

Muckler said that a joint work session with the West Branch School Board has been scheduled for 6:00 pm on December 15th before the next Council meeting. Facilities and capital improvement planning for both the City and the school will be discussed.

City Engineer Dave Schechinger – Additional soil testing options for Dave’s Welding & Repair. Schechinger sent the current analysis to the DNR. Seneca provided a \$5,100 quote to do additional testing in a larger area for petroleum products and other contaminants.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Worrell reminded everyone about Christmas Past this weekend. Muckler invited all to attend the tree lighting at Village Green at 6:00 pm. Russell said that Park & Rec, West Branch Public Library and the Friends of the Library will be providing crafts, snacks and cider Friday at 6:00 pm at Town Hall.

ADJOURNMENT

Motion to adjourn meeting by Shields, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 8:55 p.m.

Mark Worrell, Mayor

ATTEST: _____
Dawn Brandt, Deputy City Clerk

PROPOSAL



City of West Branch
P.O. Box 218
West Branch, IA 52358-0218

WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

RE: 2015 Seal Coat Work

Date: December 1, 2014

TYPE OF WORK

Unit Price

A. Base Repair and Single Seal Coat consisting of:

Scarify and pulverize existing street surface
Furnish water as required for compaction and reshape and recompact.

Furnish and apply single seal coat of **MC-3000 asphalt**
Furnish, spread and roll **3/8" chips. Pea Rock**

3.45 SY

B. Single Seal Coat consisting of:

Power broom streets
Furnish and apply single seal coat of **MC-3000 asphalt**
Furnish, spread and roll **3/8" chips. Pea Rock**

2.35 SY

Cold Mix Patching Material Delivered and Placed (15 tons or less)

185.⁰⁰ TN

- Notes:** 1.) Price's based on receipt of Tax Exempt Certificate to our office by **April 1, 2015.**
2.) Add **\$.30/sy** for slag material and **\$.30/sy** for pea rock.

Authorized Signature

Darrin Tippie

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

**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: PLANNING ZONING Date: 12-6-2014

Your Name: Clara Nelson Street Address: 209 N Downey

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

How long have you been a resident of West Branch? 5/2014

Occupation: Retired Adult Educator Employer: U of S Labor Center (retired)

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?

Community activist for 30 yrs+; legal education; former member of numerous NPO boards.

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

To co-operate in attending to the business of the commission. To address housing needs of diverse populations, e.g. affordable housing.

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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: P+Z Date: 12-9-2014

Your Name: Sally Peck Street Address: 223 N Downey

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

How long have you been a resident of West Branch? 24 yrs

Occupation: LAWYER Employer: SELF

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?

lawyer/teacher/mediator - web
prior VP Pres WB Chamber; member (pres.) P+Z; VP 4 yrs pres: Cedar C. Bar Assoc;
current: G.S. Troop Leader (current) WB Troop P 7037
WB Scholr - SIA C
WBNS club

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

comfortable w/ ordinances + statutes; enjoy working w/ others
try to see more from one side; willing to change point of view

RESOLUTION 1102

RESOLUTION APPROVING WEST BRANCH POLICE DEPARTMENT RESERVE POLICE OFFICER FORCE POLICY AND PROCEDURE.

WHEREAS, the City of West Branch Police Department is interested in developing a reserve program and updating its policies and procedures concerning the reserve program; and

WHEREAS, the policies and procedures include recruitment, selection, staffing, training and minimum requirements, duty assignments, duty procedures, uniforms and appearance and expectations, and off-duty conduct and procedures; and

WHEREAS, training and minimum requirements will be determined by a four-tier ranking system; and

WHEREAS, the recommendation and approval of the Police Chief will be required for reserve officers to progress through this four-tier system.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves the adoption of the West Branch Police Department Reserve Police Officer Force Policy and Procedure.

Passed and approved this 15th day of April, 2013.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

SECTION 01
RESERVE POLICE OFFICER FORCE

POLICY: The Reserve Police Officer Force is authorized to supplement the staffing of the regular officers and employees, and will be governed by this and all Policies and Procedures adopted for the West Branch Police Department. Unless specifically addressed in this section, all policies and procedures for regular officers also apply to Reserve Officers. This policy shall not be in contradiction with West Branch City Code Chapter 31.

PROCEDURES:

A) General

- 1) Members of the Reserve Police Officer Force will be sworn in upon their acceptance to membership and completion of training. The taking of this oath does not give the newly sworn Reserve Police member full powers and authority of a sworn law enforcement officer.
- 2) The uniform prescribed for the Reserve Police Officer Force is as specified in **SECTION 107, UNIFORMS/GROOMING**, this Policy Manual.
- 3) The Chief of Police, or his/her designee, will serve as liaison between the department and the Reserve Police Force.
- 4) The staffing level of the Reserve Police Officer Force will be a maximum of four (4) Reserve Police law enforcement officers.

B) Recruitment/Selection/Staffing

- (1) Applications from persons desiring to become a Reserve Police Officer will be accepted on a continuous basis throughout the year and retained by the Chief of Police.
- (2) Once annually, or as needed to fill a vacant position, the Reserve Police Force Supervisor will process those applications on file and make appropriate recommendations to the Chief of Police pertaining to the selection of new Reserve Police officers for any open positions. The Supervisor of the Reserve Police Force shall be appointed by the Chief of Police.
- (3) Once a Reserve Officer is selected, appropriate basic training will be scheduled.
- (4) Newly selected Reserve Police officers waiting for basic training will be encouraged to ride with Officers in plain clothes, keeping in mind that they can take no law enforcement action.

C) Membership

- (1) Members of the Reserve Police Force will be classified as Patrol Reserve Police Officers and will perform those duties as defined in paragraph H.
- (2) Applicants who meet the following requirements, which are essentially the same as for regular law enforcement officers, will be considered for membership in the Reserve Police Force:
 - (a) Applicants must be 21 years of age.
 - (b) Must be a US citizen and a resident of Iowa. Must be a resident of Cedar, Johnson or Muscatine Counties.
 - (c) Must have a high school diploma, GED or equivalent.
 - (d) Must hold a valid Iowa license and be able to operate a vehicle with no mechanical adjustments to standard equipment.
 - (e) Must be of good moral character as determined by a thorough background investigation including a fingerprint search conducted of local, state and national fingerprint files and have not been convicted of a felony or a crime involving moral turpitude.
 - (f) Must not be opposed to use of force to fulfill duties
 - (g) Must not be addicted to drugs or alcohol and must submit to a drug screening.
 - (h) Must complete a physical fitness assessment per Iowa Law Enforcement Academy Standards.
 - (i) Must complete and submit a law enforcement officer application, personal history statement, and medical history questionnaire.
 - (j) Must be fingerprinted and a search initiated of state and national fingerprint files to disclose any criminal record.
 - (k) Must be interviewed by the Chief of Police or his representative(s) to determine such things as motivation, appearance, demeanor, attitude and ability to communicate.
- (3) An interview of all applicants will be conducted by the Chief of Police or his representative(s). Applicants will be notified of the date, time and location of the interviews.

- (4) Applicants tentatively selected will be required to provide a copy of a recent (within the last year) medical examination showing satisfactory physical capability to perform duties as a law enforcement officer and. Medical standards include, but are not limited to, having uncorrected vision of not less than 20/100 in both eyes, corrected to 20/20, and color vision consistent with the occupational demands of law enforcement. Applicants must also have normal hearing in each ear (hearing aids are acceptable if a candidate can demonstrate sufficient hearing proficiency to perform all necessary duties of a law enforcement officer. Applicants may also be required to complete the MMPI psychological test. If the MMPI is required it shall be at the candidates expense.
- (5) Completed files, with the comments of the Reserve Police Officer Force Supervisor, will be sent to the Chief of Police for membership determination.
- (6) The West Branch Police Chief will interview all candidates.
- (7) The West Branch Chief of Police will make his recommendation to the Mayor.
- (8) All candidates will be notified in writing of acceptance or rejection of their application by the Chief of Police or his/her designee.

D) Training and Minimum Requirements

The required training and responsibilities of Reserve Officers will be determined by a four tier ranking system. Reserve Officers will be designated as: Reserve Officer I, Reserve Officer II, Reserve Officer III or Reserve Officer IIII. In order to be eligible for appointment to a higher rank, all requirements must be met, but simply meeting the minimum requirements does not entitle the Reserve Officer to a new rank. All decisions on advancement in rank are made at the discretion of the Chief of Police with recommendations from the Reserve Police Officer Force Supervisor and the Lead Reserve Officer. Any exceptions to the minimum training requirements must be approved by the Chief of Police. Additional training may be required at the discretion of the Chief of Police, the Reserve Police Force Supervisor or the Lead Reserve Officer. All training records, including copies of certificates, must be submitted to the Lead Reserve Officer for tracking and documentation purposes.

Reserve Officer I (Newly-Recruited Reserve Officers)

- Approved application of employment for the City of West Branch
- Clear Background check/fingerprints
- Passed physical and psychological evaluation
- Completed Physical Fitness Assessment
- Must have the recommendation and approval of the Chief of Police.
- Must be appointed by the Mayor and approved by the City Council.

Reserve Officer II

All of the following must be completed prior to appointment to Reserve Officer II

Pursuant to Iowa Code Section 80 D.7, Reserve Officers are not authorized to carry a handgun on duty until they have been appointed Reserve Officer II.

- Must complete Basic Volunteer Services Training Courses
- Must complete Basic First Aid/CPR Training
- Must complete Human Diversity Training
- Must complete basic traffic control training
- Must complete basic radio operations training
- Must complete Parking Enforcement Training
- Must pass exam on City Ordinances
- A minimum of 40 hours supervised training with a full-time certified Officer
- 8 Hours of Classroom Firearms Instruction
- 4 Hours of Range Firearms Instruction
- Passed firearms qualification (80% or Better on the Police Qualification Course)
- Completed training in Blood Borne Pathogens
- Completed training in Traffic Stops
- Completed in-house training in radio operations and communications procedures
- Completed training and passed exam on West Branch Geography (streets, businesses, public buildings etc.)
- Read and sign off on entire West Branch Police Department Policies and Procedures
- Must read and sign off on Reserve Officer Policy
- Must have the recommendation and approval of the Chief of Police.
- Must be sworn in.

Reserve Officer III

All of the following must be completed prior to appointment to Reserve Officer III

- Minimum of 100 total hours of supervised training, a minimum of 60 of which must be uniformed patrol
- Serve a minimum of 5 hours assisting and observing dispatchers at the Cedar County Communications Center
- Serve a minimum of 5 hours assisting and observing operations at the Cedar County Jail
- Minimum of 6 months as a Reserve II
- ILEA certified Reserve Law Enforcement Officer Certification
- Must have the recommendation and approval of the Chief of Police.

Reserve Officer IV

All of the following must be completed prior to appointment to Reserve Officer IV

- Minimum of 6 months as a Reserve Officer III
 - Must have the recommendation and approval of the Chief of Police.
- (1) Reserve Police recruits will be required to fire a score of 80% or above on the Police Qualification Course - Handgun before being sworn. Each recruit will be given 2 opportunities to qualify.
 - (2) Those recruits who are unable to qualify will be invited to remain active as a Civilian Citizen Volunteer. If that is not agreeable they will be removed from membership.
 - (3) Reserve Police recruits will be required to fire a score of 80% or above on the Police Qualification Course-Shotgun in order to be certified to carry a shotgun on duty. If a Reserve Officer passes handgun qualification, but is unable to pass shotgun qualification, they will not be allowed to use the shotgun.
 - (4) Detailed training records will be kept on each member showing satisfactory accomplishment of performance objectives.
 - (5) To remain active as an Reserve Police Officer, members will be required to qualify semi-annually at the firearms range by firing a score of 80% or above on the current handgun qualification course. If at the end of 6 months, an officer has not qualified, or after two unsuccessful attempts to fire a qualifying score of 80%, the member will not be allowed to continue as a Reserve Police Officer. At that point the member can either change to a Civilian Citizen Volunteer position or they will be removed from the membership.
 - (6) Specialized training may be provided as requested by the members of the Reserve Police Officer Force and as available.
 - (7) On-the-job training will be accomplished by working with regular officers on vehicle patrol.
- E) Probationary Status: All Reserve Police officers will serve a minimum one year probationary period. Following this one year period, a review board consisting of the Chief of Police, the Reserve Police Supervisor and a Patrolman Police will review the probationary officer's record and will either
- 1) approve the officer for permanent status,
 - 2) extend the probation period for a period determined by the review board,
 - or 3) terminate the officer.
- F) The Chief of Police, in conjunction with the Supervisor of the Reserve Police Officer Force will conduct an annual review of the performance of the Reserve Police Officer Force and determine if changes are needed in the organizational structure or personnel assignments.
- G) Service Requirement: A minimum of 120 hours of in-service time (e.g. training sessions, monthly meetings, patrol duties, administrative duties) is required each year. This will be accomplished by working

at least 10 hours of patrol or administrative duty per month. Members failing to meet this requirement without valid reason will be considered for inactive status.

H) Duty Assignments

- (1) Reserve Police Officer powers and authority are restricted by this department in that they are not authorized to work unless under direction of regular police officer nor are they authorized to exercise full powers of arrest unless under the direction of their assigned supervisor. Direct supervision is defined as being in communication with the full-time certified law enforcement officer by some form of immediate electronic form of communication. (i.e. cell phone, radio etc.) Defined by Iowa Code Chapter 80D.9 under Supervision of Reserve Officers. Reserve Officer's duty assignments are determined by rank as follows:

Reserve Officer I

- General clerical and administrative support
- Special event traffic control
- Plain clothes ride-a-longs with full time certified officers

Reserve Officer II

- All those conferred upon an Reserve Officer I
- Uniformed/Armed Patrol with a Certified Full-Time Officer Physically Present. Any exceptions, such as for the purposes of traffic control, must be approved by the Chief of Police or his/her designee.
- Fingerprinting
- General Parking Enforcement
- Animal Complaints
- Garbage and junk vehicle abatements

Reserve Officer III

- All those conferred upon an Reserve Officer II
- Patrol in vehicle alone while a full-time certified officer is on duty.

Reserve Officer IV

- All those conferred upon an Reserve Officer III
- Patrol in Vehicle alone while a full-time certified officer is on call and within 20 minutes driving time of West Branch.
- Authorized to conduct approved ride-a-longs with the knowledge and approval of the Chief of Police.
- No reserves shall be allowed to have ride-a-longs with civilians unless it is in the course of his duty.

A Lead Reserve Officer may be appointed by the Chief of Police to serve as coordinator of the Reserve Police

Force. To be eligible to be appointed Lead Reserve Officer, a Reserve Officer must be a Reserve III or Reserve IV.

Any Reserve Officer may be assigned by the Chief of Police or other Full-Time Regular Police Officers to the following types of assignments:

- Performing traffic control at designated locations for parades and special events
- Assisting at special events in the parks, downtown areas, sporting events or any other events which draw large crowds and require crowd and pedestrian control
- Assisting Regular Officers with investigations, performing stake-outs, undercover assignments, surveillance, security at crime scenes etc.
- Assist dispatcher in Communications Center
- Assist Officers/Jailers in Holding Facility
- Assist staff members with special administrative projects
- All Reserve Officers must make themselves available as resources to the department in case of emergency, natural disaster, civil disturbances, etc.
- In addition to all regular responsibilities each Reserve Officer III and above, will be assigned one special project per year which will allow them to utilize their unique skills and background for the betterment of the department and the community. The Reserve Officer is expected to demonstrate leadership with respect to their special project. Special projects will be chosen by the Reserve Officer with approval from the Reserve Police Force Supervisor and the Lead Reserve Officer.

I) Duty Procedures

- (1) Reserve Officers will report to and update regularly, the Lead Reserve Officer as to their availability and schedule.
- (2) Reserve Police officers reporting for duty will report to the on-duty Officer or on-call Officer, who will assign the officer to duty based on current need. Reserve Police officers will not report for duty unless they are physically and mentally prepared and capable to perform any duty assignment. Reserve Police Officers will not report to duty within 8 hours of having consumed alcohol and are subject to breath-testing with a result of no more than .000. Random alcohol and drug testing may be performed at any time.
- (3) Reserve Police officers will personally log in (10-41) and out (10-42) with the Cedar County dispatchers either via radio or telephone. They will also complete the Reserve Officer log-book for all hours worked.
- (4) Reserve Police officers will normally be notified 48 hours prior to any event where their services are needed, except in emergency situations.
- (5) Reserve Police officers will be expected to fulfill assignment commitments unless an emergency arises, in which case the on-duty or on-call Officer and the Lead Reserve Officer should be notified as soon as is practically possible.

- (6) Supervisors and regular officers working with Reserve Police officers are encouraged to submit to their supervisor any positive or negative comments pertaining to Reserve Police duty performance. These comments will in turn be referred to the Reserve Police Supervisor and Chief of Police.

J) Inactive Roster:

- (1) Reserve Police officers may be placed involuntarily or may voluntarily request in writing to be placed on an inactive status for:
 - (a) Reasons of health.
 - (b) Pursue education.
 - (c) Employment conflicts.
 - (d) Failure to satisfy service requirements.
 - (e) Reasons deemed appropriate by the Chief of Police.
- (2) Reserve Police officers will be allowed to remain in an inactive status for a period of six (6) months. At the end of that time the officer must return to active duty or resign, unless placed on the permanent inactive roster. Inactive officers will be required to turn in uniforms, equipment, weapon permit, badges, and ID cards.
- (3) Reserve Police officers will be placed on the permanent inactive roster at age 60 and may be allowed to perform limited non-street duty. Officers may request, in writing, a waiver of this requirement in which case the request will be reviewed by the Chief of Police and a decision made.

K) Uniforms and Appearance and Expectations:

- (1) Uniforms for Reserve Police officers are prescribed by **SECTION 107, UNIFORMS/GROOMING**.
- (2) Reserve Police officers will not carry an off-duty gun unless they have a valid and current concealed weapons permit obtained under current state law.
- (3) Reserve Police Officer's police powers and arrest authority are limited per Iowa Code to times when the Officer is on-duty. Reserve Officers should not attempt to take police action when they are not on duty.
- (4) Reserve Police officers who issue a citation, make an arrest or assist an officer at an incident or arrest must be aware that their testimony may be required in court and that they are subject to subpoena in any case. As well, supplemental reports and statements must be provided upon the request of Attorneys and other law enforcement officers.
- (5) In the eyes of the public, Reserve Police officers on-duty are viewed as regular law enforcement officers and their conduct must at all times be totally professional. Just as regular law enforcement officers are held by the community to a higher standard of off-duty conduct, so will be Reserve Police officers.

L) Injury on Duty:

- (1) Reserve Police officers are covered by the worker's compensation system.
- (2) Reserve Police officers injured on duty will report to their supervisor, and if medical treatment is necessary will report to the hospital for examination.

- (3) Reserve Police officers will be required to complete any and all paperwork related to injuries in a timely manner, including a "Employee Report of Injury" form.

M) Termination: Reserve Police officer appointments may be terminated by the Chief of Police for cause.

O) Equipment

Equipment Issued by the Department

All department-issued equipment remains the property of the Police Department and must be returned if the Officer leaves the Department for any reason.

- 1) State-Issued City Employee Identification Card
- 2) 1 Pair Uniform Pants
- 3) 1 Short-Sleeve Uniform Shirt
- 4) 1 Long-Sleeve Uniform Shirt
- 5) Badge
- 6) Name Plate
- 7) Collar Brass
- 8) Radio/Microphone/Earpiece
- 9) Belt Radio Holder
- 10) Video Microphone
- 11) Rain Jacket
- 12) Reflective Safety Vest
- 13) Handgun Duty Ammo (only .40 caliber ammunition will be provided, if another caliber is used, the Reserve Officer will be required to provide their own ammunition which must be approved by the department).
- 14) Taser, if certified in its use, Reserve Officers will share a taser which must be locked up in the Police Department when not in use.

Equipment Provided by the Reserve Officer

Reserve Officers are encouraged to contact the Lead Reserve Officer prior to purchasing any equipment to determine if there are ways to defray some of the costs. The Police Department recognizes the high cost of the equipment and will provide support for Reserve Officers in finding ways to reduce that cost such as purchase programs, used equipment, law enforcement discounts, grant programs and the use of Reserve Officer funds if available.

Required:

- 1) Duty Handgun: Must Be Semi-Automatic in Caliber 9mm or larger (.40 Caliber Recommended). Must pass armorer's inspection and be approved by the Chief of Police.
- 2) Total of three duty magazines. Must be approved by the Chief of Police along with the handgun.
- 3) Magazine Holder

- 4) Handgun Holster: Must be at least Level II Retention and must be approved by the Chief of Police.
- 5) Inner and Outer Duty Belt
- 6) Double-Locking Chain Handcuffs
- 7) Double-Locking Hinged Handcuffs
- 8) Double Handcuff Holder
- 9) Handcuff Key
- 10) Taser Holster (If Certified)
- 11) Duty OC Spray (If Certified)
- 12) OC Spray Holder (If Certified)
- 13) ASP Baton (If Certified)
- 14) ASP Baton Holder (If Certified)
- 15) Belt Flashlight
- 16) Flashlight Holder
- 17) Boots or other Approved Footwear
- 18) Body Armor

Recommended:

- 19) Pouch for Protective Gloves
- 20) Belt Key-Holder
- 21) Weapon Light for Handgun
- 22) Night Sights for Handgun
- 23) Duty Bag

P) Reserve Officer Duty Status

There are 3 possible duty statuses for Reserve Officers. Reserve Officers should advise the Lead Reserve officer of their schedules and availability and of any necessary changes to the schedule. If no other information is available, the Reserve Officer will be considered off duty.

On Duty

Reserve Officers are considered on duty when **all** of the following conditions are met:

- The Reserve Officer has informed the Chief of Police, the Reserve Police Force Supervisor, or any other Full-time certified Police Officer who is an employee of the West Branch Police Department that they will be on duty.
- The Reserve Officer is either within the corporate city limits or has received specific permission to work outside the Corporate City Limits or has been dispatched to a location outside the corporate city limits.
- The Reserve Officer has personally announced their on-duty status (10-41) with the Cedar County Sheriff's Department dispatcher via radio or telephone.
- The Reserve Officer is in direct supervision of a full-time certified peace officer. Direct supervision, as defined by Iowa Code Chapter 80D.9 is being in communication with the full-time certified law

enforcement officer by some form of immediate electronic form of communication (i.e. cell phone, radio etc.).

- The Reserve Officer has filled out the Reserve Officer log book.

Available:

Reserve Officers are considered available when **all** of the following conditions are met:

- The Reserve Officer is available and able to safely respond to emergency calls and requests for assistance by any on-duty West Branch Police Department Officers.
- The Reserve Officers is within 30 minutes drive of the West Branch Corporate City Limits

Off Duty (Unavailable):

Reserve Officers are considered off duty when **any** of the following conditions exist:

- The Officer fails meet all of the conditions of either of the other two statuses
- The Officer is out of the area (further than 30 miles away from the West Branch Corporate City Limits)

Off Duty Conduct and Procedures

Per Iowa Code Chapter 80D, Reserve Police Officers' Police Powers including powers of arrest are limited to times when they are "in actual performance of official duties". If the Reserve Officer is not "on duty" per this policy and "in actual performance of official duties" per Iowa Code, the Reserve Officers will not exercise or attempt to exercise police powers or any other authorities beyond those granted to an ordinary citizen. Reserve Officers will not wear their uniform or badge unless they are "on duty" as defined by this policy. Reserve Officers are allowed to wear their uniform and badge when traveling to/from their work assignments. When not on duty, as defined by this policy, Reserve Officers will not be authorized by the department to carry weapons unless they have current, valid weapons permit issued under then-current state law.

Uniform Policies

Generally, Reserve Officers when on duty will wear the prescribed and issued uniform per current policy. There are times, however, when it is necessary to not be in uniform while on duty:

- Plain Clothes Assignments
 - Permission must be granted by the Chief of Police to complete an assignment in plain clothes. Requirements for these assignments will vary depending on the nature of the assignment and will be described by the Chief of Police.
- Administrative work at the Police Department
 - It is not necessary for a Reserve Officer to be in uniform if they are simply performing administrative duties at the Police Department. If, however, the Reserve Officer wishes to carry their handgun exposed to view, if authorized to do so, they will display their badge in a conspicuous place (typically on their belt near their holster or on a chain around their neck).
- Court Appearance Wearing and Suit and Tie as opposed to uniform

- When it is necessary to appear in court and the Reserve Officer prefers not to wear their uniform, they are to wear a suit and tie. Reserve Officers are allowed to carry their handgun either concealed or exposed. If they choose to carry their handgun exposed, they must display their badge in a conspicuous manner.
- Emergency/Request for Assistance
 - In Emergency situations, it may not be possible for the responding Reserve Officer to be in full uniform. In these situations, however, the Reserve Officer should be clearly identifiable as law enforcement officers by wearing a distinctive armband, jacket, T-Shirt or some other indicator of office. These items should be approved in advance by the Department.

Proposed amendment to Ordinance 728:

The compensation of the Mayor shall be \$5,000 annually, payable monthly. Beginning January 1, 2016, and for each year afterwards, the annual compensation shall be increased or decreased according to the percentage change of the Consumer Price Index for the current year over the Consumer Price Index for the prior 24 months. For purposes of this section, the Consumer Price Index shall mean the Consumer Price Index, U.S. City Average, Urban Wage Earners and Clerical Workers, all items (base index years 1982-84 = 100).

Proposed amendment to Ordinance 729:

The compensation of members of the City Council shall be \$80 per regular or special City Council Meeting, payable annually. There will be no compensation provided for attendance at City Council Work Sessions or any other meetings. Beginning January 1, 2016, and for each year afterwards, the annual compensation shall be increased or decreased according to the percentage change of the Consumer Price Index for the current year over the Consumer Price Index for the prior 24 months. For purposes of this section, the Consumer Price Index shall mean the Consumer Price Index, U.S. City Average, Urban Wage Earners and Clerical Workers, all items (base index years 1982-84 = 100).

Prepared by City Attorney Kevin Olson
December 10, 2014

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 15th day of December 2014.

First Reading: November 17, 2014
Second Reading: December 1, 2014
Third Reading: December 15, 2014

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 15th day of December, 2014.

First Reading: November 17, 2014
Second Reading: December 1, 2014
Third Reading: December 15, 2014

Mark Worrell, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1252

RESOLUTION APPROVING A TEMPORARY WATER SUPPLY
AGREEMENT WITH CRESTVIEW NURSING AND REHAB CENTER.

WHEREAS, Crestview Nursing and Rehab Center desires to enter into a Temporary Water Supply Agreement with the City of West Branch whereby the City provides Crestview with non-potable water in the case of a water outage; and

WHEREAS, Crestview has provided the City of West Branch with proposed language for a *Temporary Water Supply Agreement* and a copy of Care Initiatives' *Loss of Water Supply Procedure*; and

WHEREAS, the city attorney has drafted an agreement based on these documents and feedback from City Staff; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council hereby approves a temporary water supply agreement attached as "Exhibit A" with Crestview Rehab and Nursing Center.

Passed and approved this 15th day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Exhibit A

TEMPORARY WATER SUPPLY AGREEMENT

THIS TEMPORARY WATER SUPPLY AGREEMENT (the "Agreement") is entered into by and between Care Initiatives, Inc., a Texas nonprofit corporation, (d/b/a Crestview Nursing and Rehab Center), 451 W. Orange Street, West Branch, Iowa 52358 (hereafter referred to as "Crestview"); and the City of West Branch, Iowa, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as "City").

WHEREAS, Crestview and the City desire to enter into an Agreement whereby the City provides Crestview with non-potable water in the case of a water outage.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Activation of Agreement. Both Crestview and the City expressly agree that the obligations of the City to deliver non-potable water to Crestview will only be activated if the water outage is three (3) hours or longer.
2. Contact by Crestview. In the event that Crestview loses its water supply, Crestview shall immediately contact the City of West Branch Public Works Director to report the same.
3. Non-potable water supply. It is hereby agreed that under the terms of this Agreement, the City will provide to Crestview a daily amount of water not to exceed 6,870 gallons. The West Branch Fire Department shall provide 2,000 gallons using a bulk water tank. The remaining additional water will be provided, as needed, by the City of West Branch Fire Department.
4. Payment for non-potable water delivered to Crestview. During the activation of this Agreement, the City shall keep accurate records of the amount of non-potable water delivered to Crestview. After the water supply has been restored to Crestview, the City shall provide an invoice to Crestview for the use of the non-potable water supplied to Crestview by the City. Crestview shall have 30 days from the date of the invoice to pay said invoice. The payment schedule for the delivery of the non-potable water shall be:

December 16, 2014 – June 30, 2015	\$6.51 per 1000 gallons
July 1, 2015 – June 30, 2016	\$7.15 per 1000 gallons
July 1, 2016 – June 30, 2017	\$7.79 per 1000 gallons
5. Duration of the Agreement. This Agreement shall be in full force and effect at the time of execution of this Agreement and continue through June 30, 2017.

Exhibit A

ACCEPTED AND AGREED TO:

Date: 12/9/14

By: *Cheryl J. Mercer*
Cheryl J. Mercer, Facility Adm.

Date: _____

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1253

RESOLUTION APPROVING PARTIAL PAYMENT ESTIMATE NUMBER TWO IN THE AMOUNT OF \$1,301.50 AND PARTIAL PAYMENT NUMBER THREE (FINAL) IN THE AMOUNT OF THE RETAINAGE (\$5,052.70) TO ALL AMERICAN CONCRETE, INC. OF WEST LIBERTY, IA AND ACCEPTING THE WEST BRANCH, IOWA OLIPHANT STREET SIDEWALK – PHASE 2 PROJECT AS SUBSTANTIALLY COMPLETED.

WHEREAS, All American Concrete, Inc. of West Liberty, IA was awarded the construction contract for the West Branch, Iowa Oliphant Street Sidewalk – Phase 2 Project (the “Project”) by the West Branch City Council on August 18, 2014; and

WHEREAS, Project Engineer Dave Schechinger, PE, with Veenstra & Kimm, Inc. has declared that said Project has now been completed in accordance with the drawings and specifications on the Project; and

WHEREAS, Veenstra & Kimm, Inc. has declared that said Project has now been completed based on observations during construction, certification by the material suppliers, testing performed, and an on-site review of the completed construction by Project Engineer Dave Schechinger, P.E.; and

WHEREAS, it is now necessary for the City Council to accept the aforementioned Project as substantially completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that Partial Payment Estimate Number Two in the amount of \$1,301.50 and Partial Payment Estimate Number Three (final) in the amount of the retainage (\$5,052.70) to All American Concrete, Inc. of West Liberty, IA is approved and the West Branch, Oliphant Street Sidewalk – Phase 2 Project is accepted as substantially completed

* * * * *

Passed and approved this 15th day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



November 17, 2014

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

WEST BRANCH, IOWA
OLIPHANT STREET SIDEWALK — PHASE 2
PARTIAL PAY ESTIMATE NO. 2

Enclosed is one copy of Partial Payment Estimate No. 2 for work completed from October 10, 2014 to November 12, 2014 under the contract between the City of West Branch and All American Concrete, Inc.

We have reviewed the estimate and recommend payment to All American Concrete, Inc. in the amount of \$1,301.50.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 2 to All American Concrete, Inc. for signature and return to the City of West Branch.

Please sign all copies of the partial payment estimates forwarded to you by All American Concrete, Inc. in the spaces provided and return one signed copy to our office and one copy All American Concrete, Inc. with payment.

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

VEENSTRA & KIMM, INC.

Dave Schechinger
DRS:mmc
368130
Enclosures

SUMMARY		
	Total Approved	Total Completed
Contract Price	\$ 98,304.00	\$ 101,054.00
Approved Change Order (list each)		
Revised Contract Price	\$ 98,304.00	\$ 101,054.00

Stored
 Total Earned \$ 101,054.00
 Retainage (5%) \$ 5,052.70
 Total Earned Less Retainage \$ 96,001.30

Total Previously Approved (list each)	Pay Estimate No. 1	\$ 94,699.80	

Total Previously Approved \$ 94,699.80
Amount Due This Request \$ 1,301.50

Percent Complete 100%

The amount \$1,301.50 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
All American Concrete, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: 
 Name: Dave Schechinger
 Title: Engineer
 Date: November 17, 2014

Signature: _____
 Name: _____
 Title: _____
 Date: _____



November 17, 2014

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

WEST BRANCH, IOWA
OLIPHANT STREET SIDEWALK -- PHASE 2
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$101,054.00. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

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

Partial Payment Estimate No. 3 (final) in the amount of the retainage will be submitted to the City after 31 days has elapsed from the date of acceptance of the project by the City and All American Concrete, Inc. has submitted the necessary final documentation.

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

VEENSTRA & KIMM, INC.

Dave Schechinger

DRS:mmc

368130

Enclosure

CERTIFICATE OF COMPLETION

**OLIPHANT STREET SIDEWALK -- PHASE 2
WEST BRANCH, IOWA**

November 14, 2014

We hereby certify that we have made an on-site review of the completed construction of the OLIPHANT STREET SIDEWALK -- PHASE 2 under the Contract as performed by All American Concrete, Inc. of West Liberty, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is One Hundred One Thousand Fifty-Four and 00/100 Dollars (\$101,054.00).

VEENSTRA & KIMM, INC.

Accepted: **CITY OF WEST BRANCH**

By  _____
Title Project Engineer
Date November 17, 2014

By _____
Title Mayor
Date _____

RESOLUTION NO. 1254

RESOLUTION APPROVING CITY OF WEST BRANCH LEGISLATIVE PRIORITIES

WHEREAS, the City Council of the City of West Branch, IA wishes to work in partnership with the City’s representatives in the Iowa Legislature; and

WHEREAS, the City Council, therefore believes that providing our state legislative leaders with the legislative priorities for the City of West Branch would benefit the residents that we serve; and

WHEREAS, the Iowa League of Cities has adopted 2015 Legislative Priorities and this document is attached as Exhibit A; and

WHEREAS, the City Council supports these 2015 Legislative Priorities with a special concern for three policy areas:

- 1) Tax increment financing – We are requesting no changes to TIF law and believe that cities should be allowed to exercise local control on this issue.
- 2) Transportation funding – We are requesting that funding for road and bridge infrastructure is increased.
- 3) Wastewater Infrastructure – We are requesting funding and/or supportive policies related to wastewater infrastructure development to meet the demands of increased environmental regulation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that the Iowa City League of Cities’ 2015 Legislative Priorities be provided to Sen. Robert E. Dvorsky and Rep. Bobby Kaufman.

BE IT FURTHER RESOLVED that this resolution urging no changes to TIF law, increased transportation funding and increased funding and/or the enactment of supportive policies related to wastewater infrastructure also be provided to Sen. Robert E. Dvorsky and Rep. Bobby Kaufman.

* * * * *

Passed and approved this 15th day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

2015 LEGISLATIVE PRIORITIES

Local Budget Issues and Decision-Making

Our citizens need and expect cities to provide safe communities and quality infrastructure, in addition to other valued services. City budgets are put under pressure to maintain or increase services and to comply with increasing regulations and mandates with fewer resources. These pressures placed on city budgets can make difficult decisions that result in lessening the amount of services provided or increasing costs to residents. Cities cannot have an impact on those cost-drivers outside of their control and need additional resources and the ability to make decisions at the local level.

City Finances and Property Tax Backfill: Diversify funding options for cities and continue to ensure the commercial and industrial property tax backfill.

Transportation Funding: Increase funding and resources for road and bridge infrastructure.

Pensions: Pursue systemic changes to the Municipal Fire and Police Retirement System of Iowa (MFPRSI) and also ensure fairness for Iowa Public Employees Retirement System (IPERS) through long term sustainability while controlling costs to cities.

Environmental Regulation: Provide funding for and supportive policies related to water and wastewater infrastructure development to meet demands of increased environmental regulation. Assess the need for additional resources or policies to address the impacts caused by weather and other natural events.

Public Safety: Ensure cities have the tools to adequately provide and fund public safety services for our citizens.

Economic Development and Community Vitality

Cities are drivers and partners for economic development projects and provide services that make attractive communities. They need a supportive environment to continue to attract economic development and to provide the types of opportunities that make appealing places to live.

Local Economic Development Programs and Policies: Increase funding levels for economic development programs and preserve economic development policies, including tax increment financing, as flexible tools for economic growth.

Community Growth: Expand resources and provide supportive policies for community development to provide for locally-supported initiatives.

Workforce Development: Provide programs and policies that further develop the skills and knowledge of our workforce to attract economic development.

RESOLUTION NO. 1255

RESOLUTION APPROVING AN AGREEMENT WITH THE LEGACY GIRLS IN THE AMOUNT OF \$1,200 FOR ENTERTAINMENT DURING THE 2015 HOOVER'S HOMETOWN DAYS CELEBRATION ON SATURDAY AUGUST 8, 2015.

WHEREAS, the City's premier event of the year is Hoover's Hometown Days; and

WHEREAS, the City of West Branch is organizing entertainment on a stage located in the Herbert Hoover National Historic Site as part of the 2015 Hoover's Hometown Days Celebration; and

WHEREAS, the City of West Branch has consulted with the Herbert Hoover National Historic Site to ensure that this entertainment would be well received and appropriate for patrons of the Historic Site as part of the 2015 event which will be focused on "Celebrating our Heritage" and the 50th anniversary of the dedication of the Herbert Hoover National Historic Site; and

WHEREAS, the budget for Hoover's Hometown Days 2015 includes funding for entertainment on the stage located in the Herbert Hoover National Historic Site; and

WHEREAS, the Legacy Girls have submitted a proposed service agreement dated November 25, 2014, to provide said services in the amount of \$1,200.00; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with the Legacy Girls is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 15th day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



Standard Terms & Conditions

This agreement is made as of the day of Tuesday, November 25, 2014 by and between

City of West Branch and Legacy Girls in connection with Legacy Girls performance on:

<u>Date</u>	<u>Start Time</u>	<u>Show Format</u>
<u>Sat. Aug. 8, 2015</u>	<u>7:30</u>	<u>Andrews Sisters Musical Revue</u>

Fee: \$1,200 Length of show 1 hour Contact Person: Melissa Russel 319-930-0393

Performance Location: West Branch IA

Relationship of Parties Consultant shall be an independent contractor and not an agent of the Company. Nothing herein shall be construed as creating an employer/employee relationship, partnership or joint venture. Consultant is required to make appropriate filings with taxing authorities to account for and make all payments required by local, state and federal authorities to include income tax, social security, SDI payments for Consultant and any person(s) employed by Consultant.

Payment for Services and Term Company shall pay Consultant for its services the day of the performance.
Make checks payable to Legacy Girls Tax Information will be provided upon request

Consultant Right to Cancel The Company agrees that the Consultant shall have a right to cancel any of the listed performances without liability upon written notice to the Purchaser no later than **30 Days** prior to the date of performance in the event the Consultant is called upon to render services for radio, TV or any career advancing opportunity. The Consultant will attempt to reschedule the date with the Company for a mutually convenient time.

Company Right to Cancel Should the Company have cause to cancel this agreement, notice must be given to the Consultant no later than **30 days** prior to the listed date of performance. Any notice given less than 30 Days will require a cancellation fee of \$50 (Fifty Dollars) unless the Consultant agrees to waive the fee and reschedule the performance for another time.

Force Majeure This agreement by both parties to perform their obligations is subject to proven detention by serious illness, accidents, or accidents to means of transportation, labor disputes or walkouts, acts of God or any public authority, material breach of Contract by Company, or any other condition beyond either party's control. Neither party shall be liable to fulfill the remainder of the Contract nor perform or present any "make-up" date unless agreed to by both parties for a convenient future time.

<u>Consultant</u>	<u>Company or Individual</u>
Signature: <u>Renee Hein</u>	Signature: _____
Title: <u>Renee Hein – agent for Legacy Girls</u>	Title: _____
<u>1643 Cumberland rd</u>	Address: _____
<u>Aurora, IL 60504</u>	City/State/zip: _____
<u>630-851-7609</u>	Phone: _____
<u>Legacygirls3@yahoo.com</u>	Email: _____

Date: Nov. 25, 2014 Date: _____

We bring all needed sound equipment. At performance we need you to provide a small table, a chair, and access to an outlet.

Please sign and return one copy of the contract.

RESOLUTION NO. 1256

RESOLUTION APPROVING AN AGREEMENT WITH THE EASTERN IOWA BRASS BAND IN THE AMOUNT OF \$3,000 FOR ENTERTAINMENT DURING THE 2015 HOOVER'S HOMETOWN DAYS CELEBRATION ON SATURDAY AUGUST 8, 2015.

WHEREAS, the City's premier event of the year is Hoover's Hometown Days; and

WHEREAS, the City of West Branch is organizing entertainment on a stage located in the Herbert Hoover National Historic Site as part of the 2015 Hoover's Hometown Days Celebration; and

WHEREAS, the City of West Branch has consulted with the Herbert Hoover National Historic Site to ensure that this entertainment would be well received and appropriate for patrons of the Historic Site as part of the 2015 event which will be focused on "Celebrating our Heritage" and the 50th anniversary of the dedication of the Herbert Hoover National Historic Site; and

WHEREAS, the budget for Hoover's Hometown Days 2015 includes funding for entertainment on the stage located in the Herbert Hoover National Historic Site; and

WHEREAS, the Eastern Iowa Brass Band has submitted a proposed service agreement to provide said services in the amount of \$3,000.00; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with the Eastern Iowa Brass Band is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 15th day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Directions: Please complete the following form and return to the EIBB booking manager.

Event Information	
Sponsoring Organization	City of West Branch
Sponsor URL	https://www.westbranchiowa.org
Event Name	Hoover's Hometown Days
Event Date, Time	Saturday August 8, 2015, 8:30 PM concert. Fireworks at 9:30 PM
Event Location	West Branch, Iowa
Venue Google Map Location	https://goo.gl/maps/oR13K
Venue name	
Inclement weather location	

Contact Information	Contact 1	Contact 2
Contact Person, title	Nick Shimmin Public Library / IT Director City of West Branch	Melissa Russell Parks & Recreation Director City of West Branch
Physical address	300 N Downey St. PO Box 460 West Branch, Iowa 52358	201 E Main St. PO Box 218 West Branch, IA 52358
Email	nshimmin@westbranch.lib.ia.us	melissa@westbranchiowa.org
Phone	(319)643-2633	(319)643-4212

Concert Information	
Desired Concert Length	Approx. 45 minute pre-fireworks concert starting at 8:30 PM. 17-25 minutes of music to go with the Fireworks starting at 9:30 PM.
Intermission? Length?	15 minute break
Concert Fee	\$3000
Transportation Fee	NA
Meal provided?	No
Programming requests	Marches/up-beat music to accompany fireworks, ties to Iowa in some manner preferred (e.g., Karl King)
Printed program?	No
Program contact person	-
Program information needed	- Program order
	- Band roster
Date information needed	-

Notes	Recordings of the music that will be played during the fireworks should be provided to Hoover Hometown Days contact person by May 1, 2015 in order for the fireworks to be designed to fit the music.			
Promotional Information				
Promotional activities	na	Printed posters	na	Website event page
	na	Newspaper press release	na	Email notifications
	na	Newspaper advertising	na	Other (specify)
Who creates materials?	Promotion handled by Hoover Hometown Days			
Additional details				

Staging Information				
Requirements	If outdoors, a flat surface free of gravel and mud. Hoover Hometown Days will provide a "portable band shell"			
Technical contact person				
Staging	HHD	Chairs (40 needed)	HHD	Sound System
	na	Stands and stand lights (EIBB provides)	HHD	1 Microphone
	na	Podium (EIBB provides)	HHD	Portable band shell
Large percussion (EIBB provides)				
Notes:				

Merchandise	
Merchandise sales allowed?	Yes
Conditions for sales:	Sales need to be reported to contact within 7 days of performance.

Signatures

Sponsor Name/Date: _____

Booking Manager Name/Date: _____

<p>Return to: Alan Kiser EIBB Booking Manager 108 Candlestick Cir NE Mount Vernon, IA 52314 319-929-1789 alankiser@gmail.com</p>	<p>In the event of a cancellation on the part of the host for any reason, it is agreed that the Eastern Iowa Brass Band will be notified by telephone at least four hours in advance. This is to ensure that we have ample time to contact our members who may not be travelling with the band but instead driving directly to the event themselves.</p> <p>In addition, if a bus has been chartered, the Eastern Iowa Brass Band reserves the right to pass on to the host any and all fees charged to the band by the bus company due to cancellation by the host.</p>
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RESOLUTION NO. 1257

A RESOLUTION APPROVING A CHANGE ORDER WITH SENECA COMPANIES TO PROPOSAL #20140048 FOR ADDITIONAL SOIL SAMPLING AND ANALYSIS IN AN AMOUNT NOT TO EXCEED \$5,100.

WHEREAS, the City of West Branch hired Seneca Companies to complete some initial soil sampling and analysis at Dave's Welding & Repairs at 348 Cookson Drive in the amount of \$1,755; and

WHEREAS, that analysis has been reviewed by the City Engineer and provided to the City Council; and

WHEREAS, the City Council of the City of West Branch is now interested in obtaining additional soil sampling and analysis on this site; and

WHEREAS, Seneca Companies has prepared a change order in an amount of \$5,100; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a change order with Seneca Companies to Proposal #20140048 for additional soil sampling and analysis in an amount not to exceed \$5,100.

Passed and approved this 15th day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



BRANCH ADDRESS
7241 Gaines Street Court
Davenport, IA 52806-1353
Phone: 563-332- 8000
Toll-Free: 800-728-6900
Fax: 563-332-9465

CORPORATE HEADQUARTERS
4140 E. 14th Street
Des Moines, IA 50313-3804
Toll-Free: 800-369-5500

The Complete Solution

May 5, 2014

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

Re: Proposal #20140048
Soil Sampling and Analysis
Dave's Welding & Repair
348 Cookson Dr., West Branch, IA

Dear Sir or Madam,

Seneca Companies (Seneca) is pleased to submit this proposal to conduct soil sampling and analysis at the referenced property. At your request, soil samples will be collected along the western side of the site in a grid pattern at depths of 4 to 6 inches and 10 to 12 inches and analyzed for indicators of road salt contamination. One sampling location will be carried to a depth 16 to 18 inches and sampled. The following scope of work and cost estimate is based on our examination of the site and previous information provided by you.

Scope of Work

Seneca proposes the following:

1. Mobilize an environmental technician to the site to lay out a grid sampling pattern and collect soil samples;
2. Collect approximately 19 soil samples in eight gridded sampling locations for laboratory analysis;
3. Collect 2 soil samples in a background location away from the western portion of the site;
4. Analyze/report samples for potassium, magnesium, calcium, sodium, pH, cation exchange capacity and soluble salts.
5. Provide a report with sampling locations and analytical results.

Schedule

Work will proceed within 1 week of receipt of the signed contract.

Branch Locations

Des Moines, IA • Davenport, IA • Oreana, IL • Baldwin, MS • Kansas City, MO • South Sioux City, NE
Denver, CO • Tulsa, OK • Grand Island, NE • Springfield, MO

www.senecaco.com

Fuel Systems • Environmental Services • Waste Solutions Services • Finishing Systems • Construction Management
Electrical & Automation • Automotive & Fleet

Tank Closure Set Costs

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Mobilizaion and Sampling	1	lump sum	\$ 550.00
2	Soil Samples Analysis	19	\$45.00	\$ 855.00
3	Report	1	lump sum	\$ 350.00
			SUB TOTAL	\$ 1,755.00
			Tax	\$ -
			TOTAL	\$ 1,755.00

Please review this proposal and contact our Davenport office at 563-332-8000 should you have any questions. If this proposal is acceptable, please sign the enclosed contract and return it to our office. We will countersign the contract and return a copy to you for your records. We appreciate this opportunity to provide this proposal and budget and we look forward to working with you on this project.

Sincerely,
Seneca Companies



Steve Charlton
Branch Manager

Att: Standard Form of Agreement/Terms and Conditions
Customer Application

ec: Dave Schechinger, Veenstra & Kimm



The Complete Solution

Seneca Companies, Inc. Contract Agreement

THIS AGREEMENT, entered into at Des Moines, Iowa on the 5th day of May, 2014 between West Branch, Iowa hereinafter called "Customer," and Seneca Environmental Services hereinafter called "Seneca," is as follows:

The Customer retains Seneca to conduct soil sampling at 348 Cookson Drive, West Branch, IA hereinafter called the "Project."

The Customer and Seneca for mutual consideration, agree as follows:

GENERAL CONDITIONS

- Proposal Number: 20140048
Proposal Amount: \$1755.00
Down Payment: \$0
Terms of Payment: 30 days
Taxes: Not Taxed
Pricing: Proposal and pricing valid for 30 Days

The obligations of the client hereunder are not contingent or conditioned upon the receipt of insurance or other third party payments.

The attached Unit Rate sheets and Seneca Companies Contract Agreement Terms and Conditions are incorporated into this agreement.

Accepted By:

City of West Branch

Seneca Companies, Inc.

[Handwritten signature]

Authorized Signature

Mayor

Title

5-5-14

Date

Authorized Signature

Title

Date



The Complete Solution

SENECA COMPANIES, INC. CONTRACT AGREEMENT TERMS AND CONDITIONS

1. Scope of Work and Payment. Customer shall pay Seneca for the services in the amounts and at the times set forth in the Proposal and Agreement. Customer agrees to pay all account balances in full within 10 days from receipt of invoice. Balances not received in full within 30 days shall bear an interest charge of 1.5% per month (18% per year). Customer is responsible for all applicable taxes. Customer shall pay a \$30.00 fee for each check returned for insufficient funds. Payment by credit card may incur additional applicable fees.
2. Price. This Proposal is expressly contingent upon all conditions being as observed, represented, and warranted at the time of bid. The price covers only those items which are specifically set forth in the Proposal for this project. All other items will be billed to Customer on a time and materials basis.
3. Returns and Cancellation. All sales to Customer are final and no returns or cancellations will be allowed except at the discretion and upon terms acceptable to Seneca.
4. Third Party Payment. Customer is responsible for full and timely payment of account balances regardless of whether Customer has received payment under any insurance policy, or from any third person or entity who may agree to or may be legally required to pay Customer's account balance. Upon request of Seneca, Customer shall assign to Seneca any and all rights it may have to third party payments. Upon assignment, Seneca is entitled to seek any remedies that Customer would have had for third party payments.
5. Authorization and Access. Customer shall provide Seneca with all necessary access to the property upon which services are to be performed. Customer warrants that it has obtained or will obtain prior to performance of the services all necessary permits, licenses, consents, and authorizations required in connection with performance of services set forth in the Proposal.
6. Warranties. Seneca is at all times acting as an independent contractor in performance of services under this Agreement. Seneca will perform services using that degree of skill and care ordinarily exercised by other members of the profession under similar circumstances. No other warranty, expressed or implied, is made or intended by Seneca. Seneca does not warrant or represent that a site is not contaminated and Client acknowledges that the risk of contamination cannot be totally eliminated.
7. Duties of the Customer. Customer shall provide a written, complete, and accurate description of the site and site conditions to Seneca. Customer warrants that it will disclose all adverse or unfavorable site conditions which may affect this Agreement. Customer shall furnish as requested by Seneca, all reports, data, studies, plans, specifications, or other information deemed necessary by Seneca for performance of all services provided hereunder. Customer represents and warrants that all information provided to Seneca is complete and accurate. Customer represents and warrants that it has and will comply with all applicable local, state, and federal laws, including all applicable insurance requirements.
8. Utilities and Underground Structures. Customer shall identify the location of all utilities and underground structures. Seneca will take reasonable precautions to avoid damage to utilities or other underground structures. Customer shall indemnify, defend, and hold Seneca harmless for any damage to utilities or underground structures, and from any claims, liability, or damages resulting from utilities or underground structures that were not properly called to Seneca's attention. Such indemnity shall include payment of litigation costs, experts fees, and attorneys fees incurred by Seneca.
9. Sampling, Handling and Reporting of Materials. Customer acknowledges that Seneca has neither created nor contributed to the creation or existence of any contamination at the site and Seneca's compensation hereunder is not commensurate with the potential risk of injury or loss which may be caused by contamination. Seneca shall not be deemed a generator, owner, operator, storer, treater, transporter, arranger, or disposal facility by reason of the services it provides to Customer. All laboratory and field equipment contaminated in performance of the services hereunder which cannot be reasonably decontaminated shall become the responsibility of Customer to decontaminate or to purchase for the fair market value. Customer shall be responsible for complying with all reporting requirements under applicable law. If Customer fails to report a condition which may pose a threat to human health or the environment, Seneca may, but is not required to, report the same.
10. Force Majeure. Seneca shall not be liable for failure or delay in performing under this Agreement to the extent that such failure or delay is caused by an event or causes beyond Seneca's control.
11. Unforeseen Conditions. If unforeseen conditions arise that affect the scope of services, price of services, time for performance, or the risk involved, Seneca shall notify Customer. Seneca may then, at its sole discretion, modify the scope of work, modify the price, stop work until arrangements satisfactory to Seneca have been made, or terminate the services by notifying Customer in writing. Seneca shall be entitled to the fair and reasonable value of its services through the time of termination.
12. Limitation of Liability. Seneca shall be liable only for damages that are a direct result of the negligence of Seneca. Customer agrees that Seneca's total liability to Customer for claims arising out of or arising from Seneca's sale of goods or performance of services under this Agreement shall not exceed \$50,000 or the total fees payable to Seneca for the particular project, whichever is less. Seneca shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims). Customer recognizes that the work set forth in the Proposal may effect, alter, or damage the property and Seneca shall not be responsible for such damage unless it is a direct result of negligence of Seneca. Any claims, demands, or causes of action against Seneca arising from or related in any manner to this Agreement, or to work, services, goods or products provided by Seneca pursuant to this agreement, must be brought within two (2) years from the date the work, service or provision of goods or products has been completed.
13. Remedies and Indemnity. In the event of breach of this Agreement by Customer, Seneca may proceed in law or equity to enforce its rights hereunder. Seneca, at its discretion, may elect to proceed by arbitration which shall be binding on the Parties. Customer shall pay all costs and expenses, including attorney's fees, incurred by Seneca in enforcing its rights hereunder. Customer shall indemnify, defend, and hold harmless Seneca from and against all claims, demands, and causes of actions arising out of or resulting from Customer's breach of this Agreement or Seneca's performance of services hereunder.
14. No Third Party Reliance. Seneca is providing services, including the generation of any written materials or "work product", for the sole benefit of and reliance by the Customer. Customer shall not distribute or disclose any work product of Seneca without prior written approval of Seneca. There are no intended third-party beneficiaries to this Agreement, and no party other than Customer is entitled to rely on Seneca's services or work product.
15. Termination. Seneca may, without prejudice to any right or remedy, terminate its relationship with Customer and suspend all work or delivery of goods upon notice to Customer.
16. Assignment. This Agreement may not be assigned by Customer without written consent of Seneca. If assigned, Customer will continue to be bound by this Agreement and will be liable for all terms and conditions contained herein.
17. Jurisdiction and Venue. Customer agrees that this Agreement shall be governed by Iowa law and jurisdiction and venue shall be with the Iowa District Court for Polk County or as otherwise required by law.
18. Entire Agreement. The written proposal for work, together with any referenced attachments, these terms and conditions, and any applicable Seneca Customer Application Agreement shall constitute the entire agreement between the parties, and any other understanding or representation of any kind shall not be binding upon either party.
19. Amendments. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party.



BRANCH ADDRESS

7241 Gaines Street Court
Davenport, IA 52806-1353
Phone: 563-332- 8000
Toll-Free: 800-728-6900
Fax: 563-332-9465

The Complete Solution

November 11, 2014

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

**Re: Change Order to Proposal #20140048
Soil Sampling and Analysis
Dave's Welding & Repair
348 Cookson Dr., West Branch, IA**

Dear City of West Branch:

Seneca Companies (Seneca) is pleased to submit this proposal to conduct soil sampling and analysis at the referenced property. At your request, soil samples will be collected along the western side of the site in a grid pattern at depths to ten feet below ground surface (BGS) to determine if petroleum hydrocarbons are evident in the subsurface. The following scope of work and cost estimate is based on our examination of the site and previous information provided by you.

Scope of Work

Seneca proposes the following:

1. Mobilize an environmental technician and a geoprobe sampler to the site to lay out a grid sampling pattern and collect soil samples.
2. Collect approximately eight soil samples in eight sampling locations for laboratory analysis of regulated petroleum compounds BTEX and T E H at depth locations most likely to have petroleum compounds (based on visual, odor, PID readings or groundwater elevation).
3. Provide a report with sampling locations and analytical results.

Schedule

Work will proceed within two weeks of receipt of the signed contract.

Office Locations

Des Moines, IA • Davenport, IA • Oreana, IL • Baldwin, MS • Kansas City, MO • South Sioux City, NE
Denver, CO • Tulsa, OK • Grand Island, NE • Springfield, MO

www.senecaco.com

Fuel Systems • Environmental Services • Waste Solutions Services • Finishing Systems • Construction Management
Electrical & Automation • Automotive & Fleet

Tank Closure Set Costs

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Mobilizaion and Sampling	1	lump sum	\$ 550.00
2	Geoprobe Sampling and Analysis	8	\$525.00	\$ 4,200.00
3	Report	1	lump sum	\$ 350.00
			SUB TOTAL	\$ 5,100.00
			Tax	\$ -
			TOTAL	\$ 5,100.00

Please review this proposal and contact our Davenport office at 563-332-8000 should you have any questions. If this proposal is acceptable, please sign the enclosed contract and return it to our office. We will countersign the contract and return a copy to you for your records. We appreciate this opportunity to provide this proposal and budget and we look forward to working with you on this project.

Sincerely,
Seneca Companies



Scott E. Killip
Project Manager

Att: Standard Form of Agreement/Terms and Conditions
Customer Application

ec: Dave Schechinger, Veenstra & Kimm

Seneca Companies, Inc. Contract Agreement

THIS AGREEMENT, entered on _____, 2014, between City of West Branch, Iowa, hereinafter called "Client," and Seneca Companies, Inc. hereinafter called "Seneca," is as follows:

The Customer retains Seneca to conduct SOIL SAMPLING AND ANALYSIS AT 348 COOKSON DR. IN WEST BRANCH, IOWA hereinafter called the "Project."

The Customer and Seneca for mutual consideration, agree as follows:

GENERAL CONDITIONS

- Proposal Number:** Change Order to 20140048
- Proposal Amount:** \$5,100.00
- Down Payment:** Not applicable
- Terms of Payment:** See attached Seneca Companies, Inc. Contract Agreement Terms and Conditions
- Taxes:** Not Taxed
- Pricing:** Proposal and pricing valid for 60 days

The obligations of the client hereunder are not contingent or conditioned upon the receipt of insurance or other third party payments.

The attached Seneca Companies, Inc. Contract Agreement Terms and Conditions are incorporated into this agreement.

Accepted By:

City of West Branch

Seneca Companies, Inc.

Authorized Signature

Authorized Signature

Title

Branch Manager

Title

Date

Date

Seneca Companies, Inc. Contract Agreement Terms and Conditions

1. **Scope of Work and Payment.** Customer shall pay Seneca for the services in the amounts and at the times set forth in the Proposal and Agreement. Customer agrees to pay all account balances in full within 10 days from receipt of invoice. Balances not received in full within 30 days shall bear an interest charge of 1.5% per month (18% per year). Customer is responsible for all applicable taxes. Customer shall pay a \$30.00 fee for each check returned for insufficient funds.
2. **Price.** This Proposal is expressly contingent upon all conditions being as observed, represented, and warranted at the time of bid. The price covers only those items which are specifically set forth in the Proposal for this project. All other items will be billed to Customer on a time and materials basis.
3. **Returns and Cancellation.** All sales to Customer are final and no returns or cancellations will be allowed except at the discretion and upon terms acceptable to Seneca.
4. **Third Party Payment.** Customer is responsible for full and timely payment of account balances regardless of whether Customer has received payment under any insurance policy, or from any third person or entity who may agree to or may be legally required to pay Customer's account balance. Upon request of Seneca, Customer shall assign to Seneca any and all rights it may have to third party payments. Upon assignment, Seneca is entitled to seek any remedies that Customer would have had for third party payments.
5. **Authorization and Access.** Customer shall provide Seneca with all necessary access to the property upon which services are to be performed. Customer warrants that it has obtained or will obtain prior to performance of the services all necessary permits, licenses, consents, and authorizations required in connection with performance of services set forth in the Proposal.
6. **Warranties.** Seneca is at all times acting as an independent contractor in performance of services under this Agreement. Seneca will perform services using that degree of skill and care ordinarily exercised by other members of the profession under similar circumstances. No other warranty, expressed or implied, is made or intended by Seneca. Seneca does not warrant or represent that a site is not contaminated and Client acknowledges that the risk of contamination cannot be totally eliminated.
7. **Duties of the Customer.** Customer shall provide a written, complete, and accurate description of the site and site conditions to Seneca. Customer warrants that it will disclose all adverse or unfavorable site conditions which may affect this Agreement. Customer shall furnish as requested by Seneca, all reports, data, studies, plans, specifications, or other information deemed necessary by Seneca for performance of all services provided hereunder. Customer represents and warrants that all information provided to Seneca is complete and accurate. Customer represents and warrants that it has and will comply with all applicable local, state, and federal laws, including all applicable insurance requirements.
8. **Utilities and Underground Structures.** Customer shall identify the location of all utilities and underground structures. Seneca will take reasonable precautions to avoid damage to utilities or other underground structures. Customer shall indemnify, defend, and hold Seneca harmless for any damage to utilities or underground structures, and from any claims, liability, or damages resulting from utilities or underground structures that were not properly called to Seneca's attention. Such indemnity shall include payment of litigation costs, experts fees, and attorneys fees incurred by Seneca.
9. **Sampling, Handling and Reporting of Materials.** Customer acknowledges that Seneca has neither created nor contributed to the creation or existence of any contamination at the site and Seneca's compensation hereunder is not commensurate with the potential risk of injury or loss which may be caused by contamination. Seneca shall not be deemed a generator, owner, operator, storer, treater, transporter, arranger, or disposal facility by reason of the services it provides to Customer. All laboratory and field equipment contaminated in performance of the services hereunder which cannot be reasonably decontaminated shall become the responsibility of Customer to decontaminate or to purchase for the fair market value. Customer shall be responsible for complying with all reporting requirements under applicable law. If Customer fails to report a condition which may pose a threat to human health or the environment, Seneca may, but is not required to, report the same.
10. **Force Majeure.** Seneca shall not be liable for failure or delay in performing under this Agreement to the extent that such failure or delay is caused by an event or causes beyond Seneca's control.
11. **Unforeseen Conditions.** If unforeseen conditions arise that affect the scope of services, price of services, time for performance, or the risk involved, Seneca shall notify Customer. Seneca may then, at its sole discretion, modify the scope of work, modify the price, stop work until arrangements satisfactory to Seneca have been made, or terminate the services by notifying Customer in writing. Seneca shall be entitled to the fair and reasonable value of its services through the time of termination.
12. **Limitation of Liability.** Seneca shall be liable only for damages that are a direct result of the negligence of Seneca. Customer agrees that Seneca's total liability to Customer for claims arising out of or arising from Seneca's sale of goods or performance of services under this Agreement shall not exceed \$50,000 or the total fees payable to Seneca for the particular project, whichever is less. Seneca shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims). Customer recognizes that the work set forth in the Proposal may effect, alter, or damage the property and Seneca shall not be responsible for such damage unless it is a direct result of negligence of Seneca.
13. **Remedies and Indemnity.** In the event of breach of this Agreement by Customer, Seneca may proceed in law or equity to enforce its rights hereunder. Seneca, at its discretion, may elect to proceed by arbitration which shall be binding on the Parties. Customer shall pay all costs and expenses, including attorney's fees, incurred by Seneca in enforcing its rights hereunder. Customer shall indemnify, defend, and hold harmless Seneca from and against all claims, demands, and causes of actions arising out of or resulting from Customer's breach of this Agreement or Seneca's performance of services hereunder.
14. **No Third Party Reliance.** Seneca is providing services, including the generation of any written materials or "work product", for the sole benefit of and reliance by the Customer. Customer shall not distribute or disclose any work product of Seneca without prior written approval of Seneca. There are no intended third-party beneficiaries to this Agreement, and no party other than Customer is entitled to rely on Seneca's services or work product.
15. **Termination.** Seneca may, without prejudice to any right or remedy, terminate its relationship with Customer and suspend all work or delivery of goods upon notice to Customer.
16. **Assignment.** This Agreement may not be assigned by Customer without written consent of Seneca. If assigned, Customer will continue to be bound by this Agreement and will be liable for all terms and conditions contained herein.
17. **Jurisdiction and Venue.** Customer agrees that this Agreement shall be governed by Iowa law and jurisdiction and venue shall be with the Iowa District Court for Polk County or as otherwise required by law.
18. **Entire Agreement.** The written proposal for work, together with any referenced attachments, these terms and conditions, and any applicable Seneca Customer Application Agreement shall constitute the entire agreement between the parties, and any other understanding or representation of any kind shall not be binding upon either party.
19. **Amendments.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party.
20. **Severability.** Should any provision herein be deemed invalid or unenforceable, all other provisions shall remain in effect.

RESOLUTION 1258

A RESOLUTION HIRING TIM HORIHAN AS A PART-TIME POLICE OFFICER FOR THE CITY OF WEST BRANCH, IOWA AND SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2014-2015.

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

Section 1. That the City of West Branch, Iowa will hire Tim Horihan as a part-time police officer.

Section 2. The following person and position named shall be paid the hourly wage indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Wage	Basic Hours
PT Police Officer	Tim Horihan	\$17.50/hour	20/week

SECTION 3. The above named employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 4. This resolution will be effective upon final passage of the City Council.

SECTION 5. The hourly wage established in this resolution shall be effective upon final passage of the City Council.

Passed and Approved this 15th day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1259

RESOLUTION PROVIDING WRITTEN CONSENT OF THE CITY COUNCIL FOR USE OF BARBED WIRE AT ALTORFER AG SERVICES.

WHEREAS, Altorfer, Inc. has heretofore submitted a proposed Site Plan to construct a dealership located at 855 S. Downey Street (the "Project"); and

WHEREAS, said Site Plan has heretofore been reviewed by City Staff, including the City Engineer; and

WHEREAS, the Site Plan has been found to conform to West Branch Code of Ordinances; and

WHEREAS, the City Council approved said Site Plan on December 19, 2012; and

WHEREAS, Altorfer, Inc. has heretofore submitted a revised proposed Site Plan, with a revision date of April 1, 2013, to construct a dealership located at 855 S. Downey Street; and

WHEREAS, said revised proposed Site Plan has heretofore been reviewed by City Staff, including the City Engineer; and

WHEREAS, the revised proposed Site Plan has been found to conform to West Branch Code of Ordinances; and

WHEREAS, the City Council approved said revised Site Plan at their May 6, 2013 City Council Meeting; and

WHEREAS, the City Council has determined that the use of barbed wire on this project would enhance the safety features associated with the project.

NOW, THREERFORE, be it resolved that the City Council of the City of West Branch, Cedar County, Iowa, hereby provides written consent for the use of barbed wire by Altorfer Ag Services, 855 S. Downey Street, on the fence surrounding their back lot, located to the east of their building.

* * * * *

Passed and approved this 15th day of December, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Scott Lloyd
Altorfer Ag Services
855 South Downey St
West Branch, IA 52358
December 3, 2014

Dear West Branch City Council:

Altorfer AG Services requests that we are able to retain the barbed wire that we have topped the fence surrounding our back lot. As the business grows there will be several hundred thousand dollars in equipment components stored in that area. Many of these parts could be very easily loaded and removed from the premises in a standard automobile. We at Altorfer AG Services feel that the barbed wire will give an added measure of security to our facility.

Thank you for your consideration.

Sincerely,

Scott Lloyd
Store Manager