

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 MEETING AGENDA

Monday, March 23, 2015 • 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 March 2, 2015 City Council Meeting.
 - b. Approve claims.
 - c. Approve Class C Native Wine License with Outdoor Service and Sunday Sales Permit for Elmira Winery, Inc. DBA Brick Arch Winery.
 - d. Approve the Wage Works Flexible Spending Account Renewal for April 1, 2015-March 31, 2016 in the amount of \$524.80.
 - e. Approve quote from the Iowa Communities Assurance Pool for liability and property insurance in the amount of \$9,743.13 for the period of April 1, 2015-June 30, 2015.
 - f. Approve moving the Monday April 6, 2015 City Council Meeting to Tuesday, April 7, 2015, due to a Planning and Zoning Training to be held in Davenport, IA on Monday April 6, 2015.
 - g. Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
 - h. Approve journal entry of \$5,000.00 from Police Apparatus Reserve Fund to General Fund for purchase of radios from radio grant.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell – Recognition of Mercy Family Medicine of West Branch.
 - b. Councilperson Colton Miller - Appointments/Reappointments/Move to action.
 - i. Curtis Walker – West Branch Volunteer Firefighter.
 - c. Animal Control Commission Chair, Dr. Alan Beyer – Proposed Changes to Animal Control Ordinance.
 - d. Jerry Sexton and Roger Laughlin – Development Incentives Committee Report on City Growth Proposal.
 - e. Nuisance Hearing for 207 E. Green Street, West Branch per Section 50.08 of the Code of Ordinances, requested by Mr. Mike Lucassen.

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CITY COUNCIL MEETING AGENDA

Monday, March 23, 2015 • 7:00 p.m. (continued)

City Council Chambers, 110 North Poplar Street

Action may be taken on any agenda item.

- f. Approve an order to abate a nuisance at 207 E. Green Street no later than March 27, 2015./Move to action.
- g. Resolution 1282, authorizing an internal advance to tax increment revenue fund./Move to action.
- h. Resolution 1283, approving a farm lease with Al Lacina for \$3,450./Move to action.
- i. Resolution 1284, approving an agreement for collection services with Credit Management Systems./Move to action.
- j. Resolution 1285, hiring Catherine Steen 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./Move to action.
- k. Resolution 1286, approving a participating entity addendum to the U.S. Bank Commercial Card Master Agreement, dated August 12, 2010 between the University of Iowa and U.S. Bank./Move to action.
- l. Resolution 1287, approving advertising with iHeart Media in the amount of \$4,999.70./Move to action.
8. City Staff Reports
 - a. Deputy City Clerk Dawn Brandt - Ordinance Codification Service Options
 - b. City Attorney Kevin Olson – Solid Waste RFP Options
 - c. Police Chief Mike Horihan – Parking on Sidewalks
9. Comments from Mayor and Council Members
 - a. Councilperson Mary Beth Stevenson – 2015 Iowa Water Conference
 - b. Mayor Mark Worrell – Update on Partnership Opportunities between the USGS and the City of West Branch.
 - c. Mayor Mark Worrell – Title Sponsor for Hoover’s Hometown Days 2015
10. Motion to adjourn to executive session to discuss the purchase of particular real estate only where premature disclosure could reasonably be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa./Move to action.
11. Adjournment

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

**West Branch, Iowa
Council Chambers**

City Council Meeting

**March 2, 2015
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, Library Director Nick Shimmin, Fire Chief Kevin Stoolman, Police Chief Mike Horihan, Police Officer Alex Koch and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, and Tim Shields. Mary Beth Stevenson participated by telephone.

APPROVE AGENDA/CONSENT AGENDA

- a. Approve minutes from the February 9, 2015 City Council Work Session.
- b. Approve minutes from the February 17, 2015 City Council Meeting.
- c. Approve claims.

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

Date 3-2-15	City of West Branch	
	Claims Report	
Air Cooled Engine	Streets - Supplies	36.08
All American Concrete	Streets - Final Retainage Oliphant Sidewalk	5,052.70
Alliant Energy	Various Depts. Utilities	10,663.16
Altorfer Inc	Streets - Parts	302.36
Baker & Taylor	Library - Books	1,378.56
Blue Cross Blue Shield	Health/Dental Insurance	10,613.11
BP Amoco	Fire/Water - Fuel	558.49
Coburn, Mary Pat	P&R - Yoga Refund	13.33
Darling, Kathleen	P&R - Yoga Refund	13.33
Dearborn National Insurance	Life Insurance	60.10
Dewey's Jack & Jill	Water - Batteries	5.73
Dorsey & Whitney	Legal-Services Through 1/31/15	2,920.66
Eagle Engraving	Fire - Supplies	26.93
EFTPS	Federal Withholdings	13,607.24
ETS Corporation	Water/Sewer - Credit Card Fees	48.40
Freeman Lock & Alarm	Sewer - Padlocks	78.78
Glasson, Jim	P&R - Yoga Refund	13.33
Hansen, Trent	Fire - Reimb For Software	233.19
Hotel Winneshiek	Admin - Region Training Hotel	566.16
Institute Of Public Affairs	Water/M&C - Training & Board & Comm. trng	627.93
Int'l Inst Of Municipal Clerks	Admin - IIMC Annual Conference fee	575.00
Iowa Assn. Mun. Utilities	Water - Water Membership dues	568.95
Iowa Department Of Revenue	Payroll Expense	1,051.26
Iowa Prison Industries	Police - Decals	20.60
Iowa Section AWWA	Water - Water Dist. Conference Trng	140.00
IPERS	IPERS	8,752.53
John Deere Financial	Streets - Supplies	48.97
Johnson County Ambulance	Fire - Back Up & Replacement Set	109.10
Johnson County Refuse	Solid Waste - Garbage Stickers	625.00
Jones, Kerry	Water - Utility Refund	66.30
Kirkwood Comm. College	Water - Training Cont. Education	125.00
Klein, Kristine	P&R - Yoga Refund	13.33
Lynch's Excavating	Wt/Str - Cem Rep Curb Stop & Hauling Snow	1,541.00
Matt Parrott	Water/Sewer-Utility Bill Forms	471.11
Mediacom	Cable - Service	40.90
Menards	Admin - Supplies	7.83
Michele England	Park & Rec - Yoga Classes	100.80
Midwest Janitorial Service	Lib/TH/Adm/Police - Cleaning	610.02
Oasis Electric	Sewer - Repair At Lagoons	623.52

Parkside Tire & Wrecker	Str/Wtr/Sewer - Repair Vehicles	1,304.20
Parrish, Katrina	Water - Utility Refund	40.35
Payroll Expense	Payroll Expense 2/13 & 2/27/15	57,901.25
Pitney Bowes	Ac/Adm/Water/Sewer - Postage	1,000.00
Pyramid Services	Cemetery - Parts	38.14
Qc Analytical Services	Sewer - Testing	584.00
Quill Corp	Admin - Office Supplies	47.88
Robert's Towing & Recovery	Water - Tow Ranger To Ford	85.00
Robledo, Cesar	Water - Utility Refund	51.47
Shanelle Peden	Cable - Video Meetings	150.00
Smith & Wesson Corp	Police - Hanna Tuition Field School	259.00
St. Paul Stamp Works	Animal Control - Dog Park Tags	97.36
Terence Goerd	Admin - Building Inspections	245.00
Tipton Electric Motors	Fire - Repair Pressure Washer	212.39
Trans-Iowa Equipment	Streets - Web Conv Assembly	2,068.94
Treasurer State Of Iowa	Iowa Sales Tax & State W/H Tax	3,914.59
United States Treasury	Payroll Expense	1,512.51
U Of I: State Hygienic Lab	Water - Testing	67.50
UPS	Sewer - Shipping	65.91
US Bank Equipment	Admin - Copier Lease	241.80
Veenstra & Kimm	Streets - Eng College St Bridge	2,616.00
Walmart	Library - Supplies	258.24
West Branch Ford	Water/Sewer - Service 02 Ford	1,303.08
West Branch Repairs	Police - Service	37.50
West Branch Times	Legal - Publications	453.84
Westrum Leak Detection	Water - Leak Detection Service	150.00
Wilcox, Barbara	P&R - Yoga Refund	13.33
	Grand Total	137,030.07
Fund Totals		
001 General Fund		60,614.77
022 Civic Center		1,027.18
031 Library		13,651.10
110 Road Use Tax		6,600.22
112 Trust And Agency		12,739.74
600 Water Fund		24,358.19
610 Sewer Fund		18,038.87
Grand Total		137,030.07

COMMUNICATIONS/OPEN FORUM - NONE

Jerry Sexton representing the Developer's committee gave an update on the process to get a home in the Parade of Homes and how to become a member of the Home Builders Association for next year.

PUBLIC HEARING/NON-CONSENT AGENDA

Third Reading of Ordinance 725, amending Chapter 165 "Zoning Regulations."/Move to action.

Motion by Pierce, second by Shields to approve third reading of Ordinance 725. AYES: Pierce, Shields, Ellyson, Miller, Stevenson. Motion carried.

ORDINANCE NO. 725

AN ORDINANCE AMENDING CHAPTER 165 "ZONING REGULATIONS"

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable to provide a process whereby the Zoning Board of Adjustment could allow uses by special exception under certain conditions, and

WHEREAS, it is desirable for the City Code to be consistent with the State Code.

NOW, THEREFORE, BE IT ORDAINED:

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 165 "ZONING REGULATIONS" of the Code of West Branch, Iowa is hereby amended by revising the following subsection to Chapter 165:

165.22 (7) Powers of the Board of Adjustment.

165.22 (7) — Insert the following: In granting a variance, or Special Exception, the Board may attach thereto any conditions and safeguards it deems necessary or desirable in furthering the purposes of this chapter. Violation of any of these conditions or safeguards shall be deemed violation of this chapter.

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 2nd day of March, 2015.

First Reading: February 2, 2015
Second Reading: February 17, 2015
Third Reading: March 2, 2015

Mark Worrell, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

Third Reading of Ordinance 726, amending Chapter 170 “Subdivision Regulations.”/Move to action.
Motion by Ellyson, second by Shields to approve third reading of Ordinance 726. AYES: Ellyson, Shields, Miller, Stevenson, Pierce. Motion carried.

ORDINANCE NO. 726

AN ORDINANCE AMENDING CHAPTER 170 “SUBDIVISION REGULATIONS”

WHEREAS, it is desirable for the City’s Zoning Regulations (Chapter 165) to be consistent with the City’s Subdivision Regulations (Chapter 170).

NOW, THEREFORE, BE IT ORDAINED:

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 170 “SUBDIVISION REGULATIONS” of the Code of West Branch, Iowa is hereby amended by revising the following subsection to Chapter 170:

170.15(5)D. Street right-of-way widths shall be as follows:

- (1) Arterial Streets: a 70-foot right-of-way, 42-foot pavement, and 5-foot sidewalks per City Specifications.
- (2) Collector Streets: a 66-foot right-of-way, 34-foot pavement, and 5-foot sidewalks per City Specifications.
- (1) Minor Streets: a 60-foot right-of-way, 29-foot pavement, and 5-foot sidewalks per City Specifications.

- 2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
- 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- 4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 2nd day of March, 2015.

First Reading: February 2, 2015
Second Reading: February 17, 2015
Third Reading: March 2, 2015

Mark Worrell, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

Public Hearing on amending the current budget for the fiscal year ending June 30, 2015.

Mayor Worrell opened the Public Hearing at 7:07 p.m. City Administrator Matt Muckler explained revenue and expenditure changes in the budget amendment. There were no comments from the public. Public Hearing was closed at 7:08 p.m.

Resolution 1276, amending the current budget for the fiscal year ending June 30, 2015./Move to action.

Motion by Pierce, second by Ellyson to approve Resolution 1276. AYES: Pierce, Ellyson, Miller, Stevenson, Shields. Motion carried.

Public Hearing on the Fiscal Year 2015-2016 Annual Budget.

Mayor Worrell opened the Public Hearing at 7:09 p.m. Muckler highlighted five areas of the FY16 budget: \$500,000 CIP project on 4th Street, \$45,000 match from the general fund to the stormwater utility, a fourth Police Officer and vehicle, intersection improvements and two equipment purchases for Public Works. A top twenty five things to know about the FY16 budget was included in the Council packet. There were no comments from the public. Public Hearing was closed at 7:10 p.m.

Resolution 1277, adopting the Fiscal Year 2015-2016 Annual Budget./Move to action.

Motion by Ellyson, second by Shields to approve Resolution 1277. AYES: Ellyson, Shields, Miller, Stevenson, Pierce. Motion carried.

Resolution 1278, calling an election on the proposition of entering into a loan agreement and issuing bonds for the purpose of undertaking the West Branch Park Improvements Project./Move to action.

Muckler explained that resolution 1278 allows the Park improvements project bond referendum to be put on the November 3, 2015 ballot. The referendum language is the same as last year. Councilperson Pierce noted that residents had contacted him about constructing the community center before the ball fields. Pierce said that going forward with the current proposed phasing plan and getting the infrastructure in place is the correct

approach. He would like the Park & Rec commission members to provide flyers and give presentations to community groups on the project phases to better educate the public.

Motion by Pierce, second by Shields to approve Resolution 1278. AYES: Pierce, Shields, Ellyson, Miller, Stevenson. Motion carried.

CITY STAFF REPORTS

Parks & Recreation Director Melissa Russell and Library Director Nick Shimmin – Hoover’s Hometown Day Planning Update

Shimmin said the planning committee has been meeting once a month since October. Facebook and the hooverdays.org website are updated with information, a parade form and a map of activities on the Village Green.

City Attorney Kevin Olson – Iowa Card Consortium – U.S. Bank

Olson explained the U.S Bank Iowa Card Consortium agreement to obtain a city credit card. The card would be used for training, travel and expenses that can’t be invoiced. The credit card will be checked out in the City office and receipts will be required for all charges. Council will approve all expenses.

City Attorney Kevin Olson – Current LOST Proceeds for Emergency Communications Equipment

Olson explained that the City’s Bond Counsel, Dorsey & Whitney, provided the City with a legal opinion that the proceeds from the current LOST could be expended for emergency communications equipment. Olson said that the original LOST language allows the installation of emergency communications equipment in the facility.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Pierce commented on how successful the Board & Commission training went and appreciated the staff organizing this worthwhile event.

Miller commended Administrator Muckler, staff and Council for a smooth budget process. Muckler said he thought the Council had more input on this budget than in previous years.

ADJOURNMENT

Motion to adjourn meeting by Shields, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 7:47 p.m.

Mark Worrell, Mayor

ATTEST: _____
Dawn Brandt, Deputy City Clerk



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A WageWorks® Healthcare Flexible Spending Account (FSA) is a pre-tax benefit account used to pay for eligible medical, dental, and vision care expenses that aren't covered by your insurance plan. A WageWorks Healthcare FSA is a smart, simple way to save money while keeping you and your family healthy and protected.

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- Save an average of 30% on a wide variety of eligible healthcare expenses
- Access the full amount of your account on day one of your plan year
- Use several convenient, no-hassle payment and reimbursement options

Your Estimated Tax Savings

Without Healthcare FSA		With Healthcare FSA	
Gross annual pay (estimate)	\$60,000	Gross annual pay (estimate)	\$60,000
Estimated tax rate (30%)	-\$18,000	Maximum annual Healthcare FSA contribution	-\$2,550
Net annual pay	= \$42,000	Adjusted gross pay	= \$57,450
Estimated annual healthcare expenses	-\$2,550	Estimated tax rate (30%)	-\$17,235
Final take-home pay	= \$39,450	Final take-home pay	= \$40,215

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How It Works

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Be sure to estimate your annual healthcare expenses and make your contributions carefully. Any money left unspent in your Healthcare FSA at the end of a plan year is forfeited. Fortunately, you have a grace period of up to 2-1/2 months after your plan year ends during which you can spend down money left in your account.

HOW YOU USE IT

With a variety of payment and reimbursement options, your WageWorks Healthcare FSA is easy to use. The convenient WageWorks Healthcare Card associated with your account can be used to pay for hundreds of eligible healthcare products and services for you, your spouse, and your dependents.

HOW YOU MANAGE IT

Manage your account via a secure website on any computer or mobile device that's connected to the Internet or via the WageWorks EZ Receipts® app.

HOW MUCH YOU CAN CONTRIBUTE

You can contribute up to a maximum of \$2,550 to your WageWorks Healthcare FSA. A different limit may apply to you, according to your employer's plan.



How You Get It

Ready to save? Sign up for a WageWorks Healthcare FSA during your Open Enrollment period. Contact the person or organization managing your benefits enrollment today!

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**ADDENDUM B TO MASTER SERVICES AGREEMENT
FLEXIBLE SPENDING ACCOUNT**

This Addendum B to the Master Services Agreement (“Addendum”) is entered into by and between City of West Brnach (“Client”) and Wellmark, Inc. (“Wellmark”) effective as of April 1, 2015, (“Effective Date”) in connection with that certain Master Services Agreement dated April 1, 2015, between Wellmark and Client (the “Agreement”). In case of a conflict between this Addendum and the Agreement, this Addendum shall supersede. In case of a conflict between this Addendum and any Business Associate Agreement or Business Associate Contract between Client and Wellmark, the Business Associate Agreement or Business Associate Contract shall control. Capitalized terms used but not defined in this Addendum have the meaning ascribed to them in the Agreement.

Client has established a health and/or dependent care flexible spending arrangement (“FSA”) as set forth in the Agreement. Client, as plan administrator of the FSA, remains responsible for maintaining and operating the FSA, including paying all benefits owed or established under the FSA to its participants. Wellmark and/or Service Provider shall provide certain administrative services with respect to the FSA as set forth below and under the terms and conditions provided herein:

1. Definitions

The following terms shall have the following meanings in this Addendum:

“**Account**” means the notional accounts created for the health FSA and/or dependent care FSA to track the credits and disbursements of each Participant under the applicable FSA. Separate Accounts shall be created for a Participant’s participation in a health FSA and a dependent care FSA, as well as for each applicable plan year.

“**Available Benefits**” means (1) for a health FSA the Participant’s annual election for the plan year less the aggregate amount previously paid or reimbursed for the plan year, and (2) for a dependent care FSA, the aggregate amounts previously credited to the FSA Account from the Participant’s paycheck for the plan year as reported by Client less the aggregate amount previously paid or reimbursed for the plan year.

“**Participant**” means each individual (e.g., employee, former employee, who has an FSA Account as determined by Client and reported to Wellmark and/or Service Provider.

“**Monthly Service Fees**” means the fees set forth in Section 2 of this Addendum.

2. Fees

a. Administration Fee

The Administration Fee is \$400.00. The administration fee shall be paid prior to the execution date of the Agreement or such other date as agreed to by the Parties to the Agreement. Wellmark reserves the right to make rate changes with thirty (30) days notice prior to any annual automatic renewal.

b. Monthly Service Fees

The FSA “Monthly Service Fee” is \$5.20 per participant per month (PPPM)*.

*PPPM means Per Participant per Month and applies to each individual with at least one account election. For example, an individual who enrolls in both the health FSA and dependent care FSA would be charged as one participant. The fee will be charged for any

month within a plan year that the account exists. Wellmark reserves the right to make rate changes with thirty (30) days notice prior to any annual automatic renewal.

If Client informs Wellmark of its intention to terminate prior to the end of their plan year, and Client requests Wellmark to administer the Run out Period and Grace Period (as defined below), Wellmark will do so and may charge a fee for such administration.

“Run out Period” means the period after the close of the plan year in which claims may be submitted by an Employee or other beneficiary. This period is defined and established by the Client, and may be changed for future plan years by the Client if the change is made before the new plan year begins.

“Grace Period” means the amount of time (but no more than 2-1/2 months) following the close of the plan year that a Participant may incur eligible expenses for reimbursement and during which the eligible expenses may be applied against the Employee’s FSA Account for the prior plan year, and to the extent the balance of the Employee’s FSA Account is exhausted for the prior plan year will be applied to the balance of the Employee’s FSA Account for the current plan year (i.e., the plan year in which the expense is incurred) if the Employee has enrolled for an FSA Account for that year.

c. Run-Out Administration

Wellmark shall provide FSA claim processing services following the Agreement’s termination for eligible claims incurred prior to the termination of the Agreement. Such run-out services shall not last longer than the end of the Run-Out Period for the plan year in which the Agreement terminates. All of the terms of this Addendum shall apply to the post-termination run-out services. However, Wellmark shall not provide the run-out services after the Agreement’s termination if the Agreement was terminated because Client failed to pay Monthly Service Fees due, Client failed to provide the benefit claims funding required under Section 3 and the applicable related appendix, or for any other material breach of the Agreement or any Service Provider Agreement.

3. Benefit Claims Funding

All funding shall be provided pursuant to the Funding Agreement executed between Client and Service Provider.

Neither Wellmark nor Service Provider shall be liable or use its own funds for the payment of benefits under the FSA, including, without limitation, where sought as damages in an action against Client, Wellmark, Service Provider or the FSA. Wellmark and Service Provider do not insure nor underwrite Client’s liability to provide benefits under the FSA, and Client shall have the sole responsibility and liability for payment of all benefits under the FSA.

4. Administrative Service Fee Invoice and Payment

Wellmark shall deliver monthly invoices for Monthly Service Fees via paper or electronically (e-mail or web accessible) to Client. All payments for Monthly Service Fees are due on the due date set forth on the invoice.

5. FSA – Specific Scope of Administrative Services

As provided in Section 1.02 of the Agreement, Client acknowledges and agrees that: (i) Wellmark intends to contract with a Service Provider for the performance of some or all of the Services hereunder; (ii) any or all obligations of Wellmark hereunder may be subcontracted and delegated to Service Provider, in Wellmark’s discretion; (iii) the Services provided by Service Provider on behalf of Wellmark may be provided directly to Client, in Wellmark’s discretion; and (iv) Client may be required to interact directly with Service Provider with respect to one or more obligations of Client hereunder, as directed by Wellmark.

a. Enrollment and Processing Enrollment Files

Client shall be solely responsible for determining the individuals who are eligible to participate in the FSA. Client shall provide Wellmark with a complete list of all Participants eligible to participate in the FSA, and any demographic or other information that Wellmark may need to properly administer the FSA pursuant to this Agreement. Client shall notify Wellmark on a monthly basis (or such shorter time period as agreed to by the parties) of any changes in Participant information. All Participant information shall be provided to Wellmark in an electronic format pursuant to Section 5(c). Wellmark shall process all data file(s) within a commercially reasonable time after receipt.

In determining any person’s eligibility under the Plan, Wellmark shall rely on the eligibility information furnished by the Client, and any signed statements by Participants. It is mutually understood that the effective performance of this Agreement by Wellmark will require that the Client advise it on a timely basis during the continuance of this Agreement of the identity of individuals eligible for benefits under each of the respective Plans. Information modifying a Participant’s eligibility or status or election under either Plan shall identify the effective date of eligibility and the termination date of eligibility and shall be provided (via fax, mail, e-mail, electronic submission, or Interactive Voice Response system) prior to the effective date of such modification in order to be considered by Wellmark in making benefit determinations hereunder. If Client determines that Wellmark has incorrectly applied the eligibility provisions of the applicable Benefit Plan and informs Wellmark in writing, all future transactions will be processed according to Client’s interpretation as stated in writing. Client shall indemnify and hold Wellmark, Service Provider and their respective directors, officers, employees and agents harmless from and against any and all claims, damages, expenses, losses or other obligations or liabilities arising out of or relating to the processing of transactions based on Client’s interpretation.

Late notification of FSA eligibility or incorrect FSA eligibility information provided by Client to Wellmark may result in erroneous benefit claim payments. In this event, Client shall be solely responsible for any such erroneous payment and Client shall also be solely responsible for collecting any such erroneous payments from the individual.

b. Services Available to FSAs

Wellmark may provide Bill Payment Services, Reimbursement Services and the Card Services (as those terms are defined below) for Client’s FSA. The maximum payment pursuant to any or all mechanisms shall be limited to the Available Benefits at the applicable time.

i. Bill Payment Services

“Bill Payment Services” (referred to as “Pay My Provider” on Service Provider’s website) means services under which Wellmark will pay FSA eligible expenses described in this Agreement on behalf of a Participant. Payment will be made via a check or other electronic funds transfer directly to the health care or dependent care provider. Only payee information inserted on Service Provider’s web site or provided through direct contact with customer service representatives during normal business hours will be acted upon. Mail, fax, electronic mail, or voicemail directions will not be processed.

ii. Card Services

“Card Services” means the services under which Wellmark will pay FSA eligible expenses described in this Agreement on behalf of a Participant. Payments will be made directly to the health care provider, drugstore or other qualifying entity via debit card (a plastic, magnetically coded card with preset spending limits). The operation and the terms and conditions of debit cards are set forth at <https://www.wageworks.com/employers/terms-and-conditions/wageworks®-debit-card-program.aspx>. Card Services shall not be available for dependent care FSA benefits.

iii. Reimbursement Services

“Reimbursement Services” (referred to as “PayMeBack” on Service Provider’s website) means services under which Wellmark will reimburse FSA eligible expenses described in this Agreement on behalf of a Participant. Reimbursements shall be made to Participants via a check or direct deposit. Claims may be submitted by Participants through one or both of the following methods:

- a. Participants may submit paper-based claim forms to Wellmark for adjudication. Wellmark shall post the time and manner for submitting paper-based claims on the website accessible by Participants (“Participant Site”).
- b. At the election of Client, Wellmark will reimburse Participants for expenses reported to Wellmark by the medical plan carriers (known as Automatic Health Plan Claim or (“AHPC”). Wellmark will deem all claims provided by such carriers as eligible medical expenses without further adjudication. Client agrees that it is responsible for ensuring that such medical plan carriers provide timely, accurate and complete data files in the format and method specified by Wellmark (e.g., posting to a SFTP). This reimbursement method shall not be available for dependent care FSA benefits.

iv. Ordering Rule

If the Available Benefits are not sufficient in a Participant’s Account on any given day, the order of payments processed shall be claims pursuant to Card Services first, if there is any amount remaining thereafter, claims pursuant to Reimbursement Services second, and if there is any amount remaining thereafter, claims pursuant to Bill Payment Services last. To the extent that a Participant’s Account has an amount of Available Benefits for some but not all claims within a particular services category, claims will be paid or reimbursed in the order received. No claim shall be paid or reimbursed that would allow a Participant’s Account to be negative.

c. Reports

Wellmark will make standard reports available for viewing and for download from a Client-accessible website, including a summary of expenditures claimed by the Participants, the number of Participants, and the total amount of benefits paid or reimbursed, for each FSA as applicable. In addition, Client shall have access to a website where individual Participant Account transaction details may be viewed (“Service Site”). Because the Service Site contains individual health information and other personal information, Client shall be solely responsible to control the access to the Service Site based on its own internal confidentiality and HIPAA privacy policies and procedures.

d. Claims Processing and Fiduciary Duties

Client agrees that Client but neither Wellmark nor Service Provider is the plan administrator of the FSA as such term is described under ERISA or the Code. Neither Wellmark nor Service Provider shall have power or authority to waive, alter, breach or modify any terms and conditions of the FSA. Further, Client agrees that Client but neither Wellmark nor Service Provider is the claims fiduciary of the FSA, as such term is used under ERISA. Wellmark and/or Service Provider shall make payments or distributions in accordance with the framework of policies, interpretations, rules, practices and procedures set forth in the FSA and as otherwise agreed upon or directed by Client. Wellmark and/or Service Provider shall neither have nor shall be deemed to exercise any discretion, control, or authority with respect to the disposition of Available Benefits. Wellmark agrees that it shall perform services on behalf of the FSA, only as set forth in this Addendum. Other than appeals of denied claims, no claims are accepted after the end of the applicable Run-out Period.

Based upon the foregoing, Client hereby assigns to Wellmark (and Service Provider, as the case may be) the following:

i. Initial Claims for Health Care FSA

Claims for FSA benefits must be submitted in a form that is satisfactory to Wellmark. Wellmark shall determine whether a benefit is payable under the FSA’s provisions as based on the terms of this Addendum and as mutually agreed to by Wellmark and Client. Client shall provide to Wellmark the applicable summary plan descriptions and plan documents for Wellmark to review and to assist in processing claims for the FSA. Wellmark shall use claim procedures and standards developed by Wellmark for benefit claim determination, which for a health care FSA shall be in compliance with Section 503 of ERISA and the regulations promulgated thereto with respect to initial claims for benefits.

ii. Appeals for Health Care FSA

For a health care FSA, Client represents that the FSA plan documents and summary plan description shall provide for a 2-stage appeal process pursuant to the provisions of Section 503 of ERISA and the regulations promulgated thereto. Wellmark shall process the first appeal using claims procedures and standards developed by Wellmark for benefit claim determinations, which are in compliance with Section 503 of ERISA and the regulations promulgated thereto with respect to appeals of denied claims for benefits. However, the second and the final appeal shall not be the responsibility of Wellmark but shall be processed and be the responsibility of Client or the plan administrator of the FSA.

Accordingly, because Wellmark does not process the final appeal, Wellmark shall not be the claims fiduciary with respect to the FSA.

iii. Claims and Appeals for Dependent Care FSA

Claims for dependent care FSA benefits must be submitted in a form that is satisfactory to Wellmark. Wellmark shall determine whether a benefit is payable under the FSA's provisions as based on the terms of this Addendum and as mutually agreed to by Wellmark and Client. Client shall provide to Wellmark the applicable descriptions and plan documents for Wellmark to review and to assist in processing claims for the dependent care FSA. Wellmark shall use its claim procedures and standards developed by Wellmark for benefit claim determinations. Wellmark shall process one appeal of a denied dependent care claim using procedures and standards developed by Wellmark for benefit claim determinations and appeals. Any additional appeals thereafter shall be the responsibility of Client.

6. Additional Services

a. Communications Materials

Wellmark will provide access to an online communications gateway ("Gateway") where Client may access and download standard electronic communications material at no additional charge. Certain quantities of standard printed communications may also be available at no additional charge. Customized items are available for additional fees, and Client agrees to pay bulk sales or similar taxes (if any), shipping and handling for any standard or customized material orders. Notwithstanding the foregoing, it is Client's responsibility to ensure that the summary plan descriptions, plan documents and any other documentation relating to the FSA are appropriately completed, are in compliance with the requirements of the FSA and applicable law, and are appropriately and timely adopted by Client. Client shall be solely responsible for distributing summary plan descriptions, summaries of material modification and any other documentation with respect to the FSA to Participants on a timely basis as provided by applicable law. Client shall also be solely responsible for complying with HIPAA, COBRA and ERISA with respect to the FSA and making any filing with the appropriate governmental agencies, including the Department of Labor and the Internal Revenue Service with respect to the FSA.

b. Assistance in Enrollment Meetings

Upon Client's request, Wellmark will participate in enrollment meetings and benefit fairs at an additional charge.

c. File and Data Exchange

Wellmark shall provide a set of electronic file specifications for Client to deliver data to Wellmark. Client is responsible for developing the routines, programs, and other means in which to deliver electronic data to Wellmark. The parties will exchange test data to ensure that they can receive and process each other's files. Wellmark shall also work with any other third party vendor hired by Client to provide such data to Wellmark, provided that Wellmark reserves the right to require such third-party vendor to enter into a data sharing agreement with Wellmark prior to exchanging any data.

d. Adjudication of Eligible Expenses

Wellmark shall determine whether an expense is qualified under the Internal Revenue Code and regulations thereunder, and any IRS written rulings, notices, and advisories based on rules and procedures developed by Wellmark. By entering into this Agreement, Client has authorized and instructed Wellmark to implement its standard administrative procedures to provide services in accordance with this Addendum and the Agreement. Client and Wellmark agree that if Client provides Wellmark with specific written instructions (in a form acceptable to Wellmark) to provide services in a manner other than in accordance with Wellmark standard procedures, Wellmark may (but is not required to) comply with Client's written instructions. However, to the extent that Wellmark complies with such instructions, Client and not Wellmark shall be solely responsible for Wellmark's actions so taken, Client expressly releases all claims against Wellmark in connection with any claim or cause of action that results from or in connection with Wellmark following Client's written instructions and Client shall indemnify and hold Wellmark harmless (including reasonable attorneys fees and costs) for any claims, losses or other damages that results from or in connection with Wellmark following Client's written instructions.

e. Participant Call Center

Monday through Friday from 7:00AM CT to 7:00PM CT, excluding holidays and other non-business days, customer service representatives will be available to answer phone calls regarding the administration of the benefits selected by Client. Outside these hours, Participants may access the Participant Site or use an interactive voice response unit.

f. Client Services

Client Services shall be available to answer phone calls from Client HR representatives on issues such as employee case escalation, file transfer errors, and using the Service Site. The hours of operations are 7:00AM CT to 7:00PM CT, Monday through Friday, except for holidays and other non-business days.

7. No Refunds for Benefits Delivered

Wellmark will not provide or negotiate for refunds of unused services or unneeded items. Wellmark is not responsible for determining whether a Participant received a cash refund from a merchant or provider for items or services originally purchased or paid for using a debit card. In addition, Wellmark shall not be responsible for negotiating or procuring on behalf of Employee dependent care services or medical services or products. Employees must obtain or negotiate for such services on behalf of themselves (e.g., an Employee must first ensure that a child care provider will accept the Employee's child prior to establishing Bill Payment Services for that provider). Client is solely responsible for making the FSA whole if fraud is committed against the FSA by Participants or other individuals. Wellmark shall not be responsible for identifying, pursuing or correcting any fraudulent actions by Participant.



Member Invoice

Member Name: City of West Branch

Anniversary Date: 04/01/2015

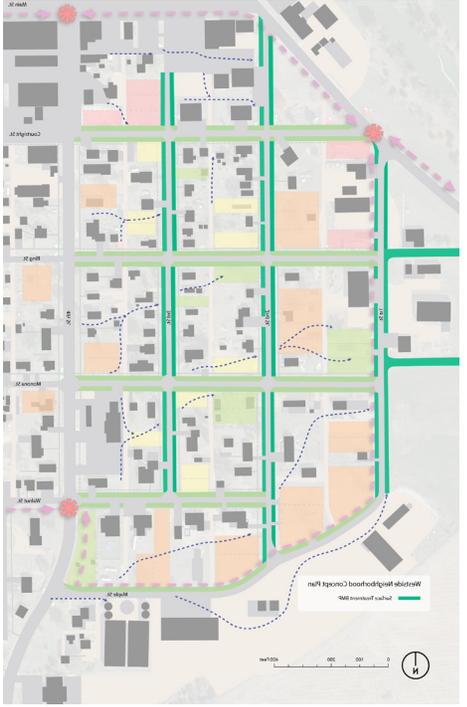
<u>Coverage</u>	<u>Limit of Coverage</u>	<u>Contribution</u>
General Liability	\$2,000,000	\$2,179.71
Automobile Liability	\$2,000,000	\$787.11
Law Enforcement Liability	\$2,000,000	\$335.66
Public Officials Wrongful Acts	\$2,000,000	\$471.12
Excess Liability	\$4,000,000	\$1,477.48
Vehicles	\$446,700	\$195.54
Property	\$10,619,190	\$4,078.59
Equipment Breakdown	Included	Included
Crime	\$100,000	\$37.30
Bond		\$170.00
Marketing and Administration Fees		\$10.62
TOTAL CONTRIBUTION		\$9,743.13

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE: 04/01/2015

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you have further questions regarding this process or do not wish to participate, please call us at 515-276-7557.

Elected officials and citizen-led boards and commissions make up the backbone of the local planning and zoning process. Unfortunately, the issues surrounding land use, and the tools and techniques available to address them, are becoming increasingly complex. At the same time developers, landowners, and residents are increasingly likely to litigate over unfavorable decisions.

The Introduction to Planning and Zoning workshop is designed as a “basic training” for local elected and appointed officials on the land use issues facing them today. Using case scenarios in a highly-interactive format, it will provide participants with an overview of the roles and responsibilities of the planning commission, the board of adjustment, and the elected council and board of supervisors. It also will highlight legal issues frequently faced by local officials, such as variances, special uses, nonconforming uses, spot zoning, hearing procedures, and conflicts of interest. The workshop is intended primarily for local officials new to planning and zoning issues, though it also will serve as a refresher for veteran members.



IOWA STATE UNIVERSITY
Extension and Outreach

INTRODUCTION TO **Planning & Zoning for Local Officials** WORKSHOP

SPRING 2015

Presented by
IOWA STATE UNIVERSITY EXTENSION
COMMUNITY AND ECONOMIC DEVELOPMENT

with assistance from
Iowa League of Cities
Iowa's Regional Councils of Government
Iowa State Association of Counties
ISU Extension County Offices

IOWA STATE UNIVERSITY
Extension and Outreach
COMMUNITY AND ECONOMIC DEVELOPMENT
2321 North Loop Drive, Suite 121
Ames, Iowa 50010

The Introduction to Planning and Zoning for Local Officials workshops are offered annually across the state. Locations change from year-to-year so that city officials can attend a location near them at least once every two years.

March 23 Council Bluffs
Mon
Hilton Garden Inn
2702 Mid America Drive

March 24 Fort Dodge
Tue
Quality Inn
2001 Hwy 169 South

March 30 Dubuque
Mon
Hotel Julien Dubuque
200 Main Street

March 31 Waterloo
Tue
Waterloo Center for the Arts
255 Commercial Street

April 6 Davenport
Mon
Davenport Public Library -
Eastern Avenue Branch
6000 Eastern Ave

April 7 Fairfield
Tue
Fairfield Arts and Convention Center
200 North Main

April 13 Johnston
Mon
Hilton Garden Inn
8600 Northpark Drive

The Introduction to Planning and Zoning Workshops will be held in seven locations throughout Iowa in March and April 2015.

All programs will begin with registration and a light supper at 5:30 p.m. The program will begin at 6:00p.m. and conclude by 8:45p.m.

The registration fee is \$65 per individual. This fee is reduced to \$50 per individual if a city or country registers 5 or more officials to attend. This fee covers supper and the workshop materials.



Certification Credits

The workshop has been pre-approved by the Iowa Municipal Finance Officers Association and the Iowa League of Cities for credits toward certification.

... and justice for all
Iowa State University Extension and Outreach programs are available to all without regard to race, color, age, religion, national origin, sexual orientation, gender identity, genetic information, sex, marital status, disability, or status as a U.S. veteran. Inquiries can be directed to the Director of Equal Opportunity and Compliance, 3280 Beardshear Hall, (515) 294-7612.

Issued in furtherance of Cooperative Extension work, Acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture. Cathann A. Kress, director, Cooperative Extension Service, Iowa State University of Science and Technology, Ames, Iowa.

We have moved exclusively to an online registration system for the Planning and Zoning for Local Officials workshops.

To register, go to

<http://blogs.extension.iastate.edu/planningBLUZ>

Click on the "Intro to Planning and Zoning Workshops" tab at the top of the page, then click on the "Register Online Here" link. When you register you will have the option to pay by credit card, or to be invoiced via email.

To receive a meal you must register at least one week before the scheduled date of the workshop you wish to attend. You may register and pay at the door on the day of the workshop if you cannot register by the one-week deadline; however, no meal will be provided.

If you have registered but find you cannot attend you may send a substitute or cancel your registration; however, no refunds will be made for cancellations received less than 3 business days prior to the workshop. No exceptions.

For registration questions please contact:

Registration Services

515-294-6222
registrations@iastate.edu

For other information about the workshops please contact:

Gary Taylor

515-290-0214
gtaylor@iastate.edu

Alan Vandehaar

515-231-6513
alanv@iastate.edu

Linda Doering

515-294-8707
ldoering@iastate.edu

To download additional brochures and link to registration page please visit

<http://blogs.extension.iastate.edu/planningBLUZ>

**City of West Branch
RECORDS DESTRUCTION FORM**

Page 1 of 1

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

Departmental Destruction		<input checked="" type="checkbox"/> I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Records Retention Schedule and that all audit and administrative requirements have been satisfied. <input checked="" type="checkbox"/> I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and all administrative requirements have been satisfied. Date approved by City Council: March 23, 2015
Date of Records Destruction: March 24, 2015 Department Name: Administration – City Office		
Destruction Method:		
Shredding _____	Discard _____	
Outside Vendor <u> X </u>	Document Destruction & Recycling Services	
Destruction Certificate:		

Description of Records The contents of each box should be listed separately	Inclusive Dates	Retention Period	Record Type
Utility billing records – stubs & receipts	9-1-2009 to 12-31-2009	5 years	Water/Sewer Utility Records
Receipt Books	8-25-2008 to 11-3-2009	5 years	Financial Records
US Bank Statements – Library	June 2009 to October 2009	5 years	Financial - Investments Revenue
Investments & Reconciliations	July 2008 to June 2009	5 years	Financial - Investments Revenue
Voided checks	July 2009 to March, 2010	5 years	Financial Records – Banking

INSTRUCTIONS FOR FILLING OUT THE RECORDS DESTRUCTION FORM

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

ORDINANCE NO. 727

AN ORDINANCE AMENDING CHAPTER 55 “ANIMAL PROTECTION AND CONTROL”

WHEREAS, the Animal Control Commission annually reviews Animal Protection and Control provisions contained within the City Code; and

WHEREAS, the Commission finds it appropriate to revisit the penalty provisions related to classification of animals, animal neglect and other violation of Chapter 55; and

WHEREAS, the Commission also finds it appropriate to clarify the requirements of 55.10 Animal at Large Prohibited in relation to the West Branch Dog Park of Chapter 55; and

WHEREAS, the Commission has put forth recommendation to the City Council on this matter.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Amendment. The Code of Ordinances of the City of West Branch is hereby amended by deleting Section 55.21 in its entirety and replacing it with a new Section 55.21 of the Code of Ordinances, which will read as follows:

55.21 PENALTIES. Any violation of this chapter shall be considered a simple misdemeanor or municipal infraction as provided in Chapter 4 of this Code of Ordinances. The following three schedules of civil penalties shall apply for violations punished as a municipal infraction in any 12-month period:

1. Penalties pertaining to Section 55.03 ANIMAL NEGLECT – Minimum fine of \$500 and up to 30 days in jail.

2. Penalties pertaining to Section 55.16 CLASSIFICATION OF ANIMALS

A. Level 1:

- | | |
|------------------------------------|-------|
| (1) First offense: | \$25 |
| (2) Second offense: | \$50 |
| (3) Third offense: | \$75 |
| (4) Fourth and subsequent offenses | \$100 |

B. Level 2:

- | | |
|------------------------------------|-------|
| (1) First offense: | \$30 |
| (2) Second offense: | \$60 |
| (3) Third offense: | \$90 |
| (4) Fourth and subsequent offenses | \$120 |

- C. Level 3:
 - (1) First offense: \$75
 - (2) Second offense: \$100
 - (3) Third offense: \$150
 - (4) Fourth and subsequent offenses \$200

D. Level 4: \$200

3. Penalties pertaining to all other sections of Chapter 55 of the City Code:

- A. First offense: \$25
- B. Second offense: \$50
- C. Third offense: \$100
- D. Fourth and subsequent offenses \$150

Section 2. Amendment. The Code of Ordinances of the City of West Branch is hereby amended by deleting the first sentence of Subsection 55.10(1) and replacing it with the following:

1. It shall be unlawful for any person to permit any animal to be at large or stray beyond the property of such person unless such animal is restrained by leash, within the confines of the West Branch Animal Park, or confined within a motor vehicle.

Section 3 Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved this 7th day of April, 2015.

First Reading: April 7, 2015
 Second Reading:
 Third Reading:

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

City of West Branch

~A Heritage for Success~

Office of the City Administrator

February 23, 2015

Mr. Mike Lucassen
207 E. Green St.
West Branch, IA 52358

Dear Mr. Lucassen,

I am contacting you today to request that you remove the junk vehicles at your property at 207 E. Green Street. If the property is not brought up to Code by March 3, 2015, the City will take further steps to remedy this situation, which may include our nuisance abatement procedure and/or issuing a municipal infraction. I have included a copy of Chapters 50 and 51 of the Code of Ordinances for your review.

Please contact me at the City Office at (319) 643-5888 if you have any questions regarding this issue.

Sincerely,



Matt Muckler
City Administrator

Cc: Police Chief Mike Horihan



03/03/15

City of West Branch, Iowa

PO Box 218, West Branch, IA 52358 319-643-5888

NOTICE TO ABATE OR REMEDY NUISANCE

Date of Complaint: March 4, 2015

Name and Address of Property Owner:

Mike Lucassen
207 E. Green St
West Branch, Iowa 52358

This is a Notice to Abate the Nuisance that exists at your property. Pursuant to Chapter 50 & 51 of the West Branch City Code of Ordinances, you are being given notice that a nuisance exists at your property.

1. DESCRIPTION OF NUISANCE: junk vehicles on property

2. LOCATION OF NUISANCE: 207 E. Green Street

3. ACTS NECESSARY TO ABATE THE NUISANCE: Mow Remove Junk Remove Vehicles

Other: _____

4. TIME ALLOWED TO ABATE THE NUISANCE: The nuisance will be abated within 5 10 20 days from this notice.

5. ASSESSMENT OF CITY COSTS: If the nuisance or condition is not abated as directed and no request for hearing is made within the time prescribed, the City will abate it and assess the costs against such person. In lieu of abating the nuisance and assessing the cost to a property owner, the City of West Branch may issue a municipal infraction per Chapter 4 of the City Code. Violations carry a penalty up to \$500.00 for the first offense and you will have to appear in court. Subsequent violations carry a penalty up to \$750.00.

6. REQUEST FOR HEARING: Pursuant to City Code Section 50.08 any person ordered to abate a nuisance may have a hearing with the City Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the City Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the City Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

Issued by City of West Branch, Iowa by City Administrator Matt Muckler:

Signed: 

Dated: 03/04/15

Nuisances Enumerated

The following nuisances are addressed within the City Code but do not limit the conditions which may be deemed a nuisance in the City:

- Offensive Smells (Chapter 50)
- Filth or Noisome Substance (Chapter 50)
- Impeding Passage of a Navigable River (Chapter 50)
- Water Pollution (Chapter 50)
- Blocking Public and Private Ways (Chapter 50)
- Billboards (Chapter 50)
- Storing of flammable junk (Chapter 50)
- Air Pollution (Chapter 50)
- Weeds, Brush or Grass over 6 inches (Chapter 50)
- Dutch Elm Disease (Chapter 50)
- Airport Air Space (Chapter 50)
- House of Ill Fame (Chapter 50)
- Junk and Junk Vehicles (Chapter 51)
- Drug Paraphernalia (Chapter 52)
- Storage and Disposal of Solid Waste (Chapter 105)
- Snow and Ice Accumulation on Sidewalks (Chapter 136)
- Obstructing Sidewalks (Chapter 136)
- Trees (Chapter 151)

To the City of west Branch:

I Mike Lucassen, pursuant to city code 50.08, request a hearing with the City Council regarding nuisance abatement.

Please advise of time, place and date, in writing, 10 days prior to meeting. Thank you.

Mike Lucassen Mike Lucassen Date 3-13-15

City of West Branch

~A Heritage for Success~

Office of the City Administrator

March 13, 2015

Mike Lucassen
207 E. Green St.
West Branch, Iowa 52358

RE: Hearing Request – City code 50.08

Dear Mr. Lucassen,

This is to confirm your request for a hearing regarding the Nuisance Abatement. We have scheduled your hearing for Monday, March 23, 2015 at the next scheduled City Council Meeting. The meeting begins at 7:00 p.m. and an agenda will be sent under separate cover.

Sincerely,



Matt Muckler
City Administrator

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

RESOLUTION NO. 1282

RESOLUTION AUTHORIZING INTERNAL ADVANCE TO TAX INCREMENT REVENUE FUND.

WHEREAS, the City of the City of West Branch, Iowa (the “City”), has established the West Branch Urban Renewal Area (the “Urban Renewal Area”) and has created the West Branch Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City will undertake urban renewal projects in the Urban Renewal Area and the City has and will incur administrative and legal costs in the estimated amount of \$115,562 (the “Administrative Costs”), in conjunction with the planning, authorizing and carrying out of such projects; and

WHEREAS, in order to cover the Administrative Costs and to make such costs eligible to be recouped from incremental property tax revenues, it is necessary to facilitate an internal advance of funds.

NOW, THEREFORE, IT IS RESOLVED the City Council of the City of West Branch, Cedar County, Iowa, as follows:

Section 1. It is directed that an amount not to exceed One Hundred Thousand Dollars (\$115,562) be advanced from the General Fund (the “Advance”) in order to fund the Administrative Costs. The Advance shall be repaid to the General Fund without interest, out of incremental property tax revenues received with respect to the Urban Renewal Area.

It is intended that the Advance shall be repaid in one (1) annual installment, on or before July 1, 2016, provided, however, that repayment of the Advance is subject to the determination of future City Councils, that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the offices of the County Auditor of Cedar County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify the amount of the advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Passed and approved this 23rd day of March, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1283

A RESOLUTION APPROVING A FARM LEASE WITH AL LACINA FOR
\$3,450.

WHEREAS, the City has a desire to enter into an agreement with Al Lacina on a farm lease on the property purchased by the City of West Branch in Pedersen Valley in 2013; and

WHEREAS, the development planned for this land is currently being planned by the Park & Rec Steering Committee; and

WHEREAS, the farming of this land for one more agricultural season would not delay any planned development for this property; and

WHEREAS, the city attorney has prepared a lease and this lease and now requires the approval of the City Council.

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

Passed and approved this 23rd day of March, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of West Branch, Iowa ("Landlord"), whose address for the purpose of this Lease is 110 N. Poplar Street, West Branch, Iowa 52358 and Al Lacina (the "Tenant"), whose address for the purpose of this Lease is 3760 Wapsi Avenue, S.E., Iowa City, Iowa 52240.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in CEDAR County, Iowa, which is 13.8 acres, more or less (the "Parcel"):

The NW1/4 of the SE 1/4 of Section 6, Township 79 North, Range 4 West of the 5th P.M., West Branch, Cedar County, Iowa, except the following:

1. The east 300.17 feet of the north 1161.51 feet thereof; and
2. That part of Pedersen Valley, Part Two, Addition to West Branch, Cedar County, Iowa, located therein; and
3. That part of Pedersen Valley, Part Four, Addition to West Branch, Cedar County, Iowa, located therein; and
4. Commencing at the NE corner of said Pedersen Valley, Part Four, Addition to West Branch, Cedar County, Iowa, thence South 88°40'44"W, 166.43 feet along the North line of said Pedersen Valley, Part Four, to the west line of the SE 1/4 of said Section 6, thence North 01° 17'36"W, 313.89 feet, thence N 86°39'40"E, 166.38 feet, thence S 01°19'16"E, 319.75 feet to the point of beginning.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent") of \$250.00 per acre, being the total sum of \$3,450.00 at the execution of this Agreement.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent.

Payments from participation in these programs shall be divided 0 % Landlord 100 % Tenant.

Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0 % Landlord 100 % Tenant.

Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in

addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other	0	100

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

6. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold

Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. TERMINATION OF LEASE. This Lease shall terminate as of December 31, 2015 or when the Tenant has harvested all of the crops from the Property, whichever is sooner.

8. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

10. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

12. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

13. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense

except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

14. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

15. NO AGENCY. Tenant is not an agent of the Landlord.

16. TELEVISION AND RADIO. Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

18. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

19. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

20. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

21. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

22. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

23. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

24. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and

all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Dated this 16th day of March, 2015.

TENANTS:

CITY OF WEST BRANCH, IOWA

Al Lacina

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1284

RESOLUTION APPROVING AN AGREEMENT FOR COLLECTION SERVICES WITH CREDIT MANAGEMENT SYSTEMS.

WHEREAS, the City of West Branch desires to collect revenue for services provided to utility users who do not submit payment for services rendered; and

WHEREAS, unpaid utility bills are a cost to all of the other utility customers who pay their utility bills; and

WHEREAS, Credit Management Systems, of Iowa City, IA has provided a proposed agreement for collection services; and

WHEREAS, this agreement for collection services states that Financial Adjustment Bureau, Inc. provides this service for a portion of the debt collected, ranging from 15-35% depending on the circumstances; 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 Credit Management Systems, of Iowa City, IA is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 23rd day of March, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



Credit Management Systems

2/23/2015

CONTRACT FOR COLLECTION SERVICES:

CREDIT MANAGEMENT SYSTEMS AND THE CITY OF WEST BRANCH

This signed document will serve as a contract between Credit Management Systems and The City of West Branch.

Credit Management Systems will provide collection services on your past due accounts. We will skip trace accounts for new address and phone information, send notices, make phone calls, and report the balances due to the three major credit reporting companies.

The fee rate will be 35% of all monies collected. On accounts being worked in collections that get paid by the Iowa income offset program, our fee will be 15%.

We shall adhere to all federal and state collection laws and hold the city harmless from any fines/suits filed against the City because of actions taken by vendor in performing the duties of this agreement.

John Murphy

John Murphy

Credit Management Systems

Matt Muckler

City of West Branch

PO Box 1735 Iowa City IA 52244
319-341-0721

453 Hwy 1 W Iowa City IA 52246
toll-free 877-227-0478

453 Hwy 1 W Iowa City IA 52246
fax 319-341-0737

THIS COMMUNICATION IS FROM A DEBT COLLECTOR

RESOLUTION 1285

A RESOLUTION HIRING CATHERINE STEEN 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 Catherine Steen 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	Catherine Steen	\$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 23rd day of March, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1286

RESOLUTION APPROVING A PARTICIPATING ENTITY ADDENDUM TO THE U.S. BANK COMMERCIAL CARD MASTER AGREEMENT, DATED AUGUST 12, 2010 BETWEEN THE UNIVERSITY OF IOWA AND U.S. BANK.

WHEREAS, the City of West Branch desires to have the use of a credit card for use by city appointed and elected officials to carry out the business of the City of West, Branch; and

WHEREAS, U.S. Bank has provided the City of West Branch with an opportunity to participate in an agreement to utilize a credit card through an existing agreement between the University of Iowa and U.S. Bank; and

WHEREAS, it is now necessary to approve said addendum.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned participating entity addendum to the U.S. Bank Commercial Card Master Agreement, dated August 12, 2010 between the University of Iowa and U.S. Bank be approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 23rd day of March, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

PARTICIPATING ENTITY ADDENDUM

This Participating Entity Addendum (“**Participating Entity Addendum**”) constitutes an addendum to and modification of the U.S. Bank Commercial Card Master Agreement, dated August 12, 2010 (the “**Agreement**”) between the University of Iowa (“**University**”) and U.S. Bank. This Participating Entity Addendum is entered into by and between U.S. Bank National Association (“**U.S. Bank**”) (as successor in interest to U.S. Bank National Association ND) and the entity identified herein and executing this Participating Entity Addendum as “**Participating Entity**”. This Participating Entity Addendum shall become effective upon signing by or on the behalf of U.S. Bank (“**Effective Date**”) and supersedes any previous and like addenda with Participating Entity.

RECITALS:

- A. University has entered into the Agreement for the purpose of making available a Commercial Card Program (“**Card Program**”) as described in the Agreement and Card Program for use by the University, Participant(s) and Participating Entity(s);
- B. University is willing to permit Participating Entity to participate in the Card Program, provided that Participating Entity assumes all responsibility and liability for Participating Entity’s performance of the terms and condition of the Agreement as if Participating Entity was the entity signing the Agreement as University. University shall not bear liability or responsibility for Participating Entity under the Agreement or this Participating Entity Addendum; and
- C. Participating Entity has received a copy of the Agreement from University, and after thorough review of the Agreement, desires to become a Participating Entity under the Agreement. Participating Entity assumes all responsibility and liability for Participating Entity’s performance of the terms and condition of this Participating Entity Addendum as well as the Agreement as if Participating Entity was the entity signing the Agreement as University, but Participating Entity shall not be liable for the acts and omissions of University under the Agreement or this Participating Entity Addendum.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual premises and covenants set forth in the Agreement, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participating Entity and U.S. Bank agree as follows:

1. Capitalized terms used in this Participating Entity Addendum and not otherwise defined in this Participating Entity Addendum are used with the same respective meanings attributed thereto in the Agreement.
2. Participating Entity agrees to accept and perform all duties, responsibilities and obligations required of University as set forth in the Agreement. Cards shall be issued to designated employees of Participating Entity upon execution of this Participating Entity Addendum by Participating Entity and U.S. Bank.
3. Since the establishment of a Commercial Card Program is an extension of credit, U.S. Bank reserves the right to require Participating Entity to provide U.S. Bank with the last three (3) years of audited financial statements of Participating Entity. Upon the request of U.S. Bank, Participating Entity shall provide to U.S. Bank annual financial statements thereafter. U.S. Bank will review the financial statements and notify Participating Entity of the approval or decline of its credit qualification. If such financial statements can be independently obtained by U.S. Bank, Participating Entity will not be required to provide such financial statements.
4. Participating Entity shall make payment to U.S. Bank for all Debt incurred by Participating Entity and its Cardholders as provided in the Agreement and U.S. Country Addendum. “**Debt**” means all amounts charged to a Card and/or Account including, without limitation, all amounts related to Purchases, fees and other Charges that are owed to U.S. Bank by Participating Entity and its Cardholders.
5. Participating Entity declares that Cards shall be used for official Participating Entity purchases only, and shall not be used for individual, consumer purchases or to incur consumer debt. Participating Entity warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Participating Entity Addendum.
6. The representations, warranties and recitals of Participating Entity set forth in this Participating Entity Addendum and the Agreement constitute valid, binding and enforceable agreements of Participating Entity, all extensions of credit made pursuant to this Participating Entity Addendum and the Agreement to Participating Entity will be valid

and enforceable obligations of Participating Entity and Participating Entity shall pay to U.S. Bank all Debts incurred by Participating Entity in accordance with the terms of the Agreement and this Participating Entity Addendum. The execution of this Participating Entity Addendum and the performance of the obligations hereunder and under the Agreement are within the power of Participating Entity, have been authorized by all necessary action and do not constitute a breach of any agreement to which Participating Entity is a party or is bound.

7. The notice address for Participating Entity is:

<p>U.S. Bank: U.S. Bank National Association C/O U.S. Bancorp Card Services, Inc. Mail Code EP-MN-A17S 901 Marquette Avenue South Minneapolis, MN 55402 Attn: CPS Contract Services</p>	<p>Participating Entity:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Attn: _____</p>
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8. Authorization and Execution

A. Authorization. Participating Entity certifies to U.S. Bank that the person executing this Participating Entity Addendum (1) is authorized by Participating Entity in accordance with its organization rules and applicable law to bind Participating Entity to the Terms and Conditions of the Agreement and this Participating Entity Addendum and (2) has the authority to incur Debt in the name of Participating Entity. Participating Entity certifies that the signer's authorization to bind Participating Entity and incur Debt in the name of Participating Entity is evidenced by the following: (Please check one of the following boxes.)

- The signer is an officer as indicated on Participating Entity's SEC 10-K Form. (No additional information needed.)
- The signer is an officer of the Participating Entity and is acting in his or her capacity as an agent of the Participating Entity. Furthermore, the signer represents and warrants that he or she is duly authorized by an applicable Bylaw, Article or other Corporate Authority to enter into transactions of this nature. Participating Entity represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Participating Entity to be bound by this Agreement and this Participating Entity Addendum. (No additional information needed unless requested.)

If one of the above boxes cannot be checked, or if in the opinion of U.S. Bank's Credit Risk Management Department further proof of authority is necessary, Participating Entity must provide a Corporate Certificate of Authority that complies with Participating Entity's Articles of Organization or Bylaws.

B. Signatures. In witness whereof, the Parties have, by their authorized representatives, executed this Participating Entity Addendum.

<p>Dated this _____ day of _____, 20__</p> <p>By Participating Entity:</p> <p>_____</p> <p>(U.S. Entity Name)</p> <p>_____</p> <p>(Signature of Authorized Signer)</p> <p>_____</p> <p>(Printed Name of Authorized Signer)</p> <p>_____</p> <p>(Printed Title of Authorized Signer)</p>	<p>Dated this _____ day of _____, 20__</p> <p>By U.S. Bank:</p> <p>U.S. Bank National Association</p> <p>_____</p> <p>(U.S. Entity Name)</p> <p>_____</p> <p>(Signature of Authorized Signer)</p> <p>Kelly M. Caspers</p> <p>_____</p> <p>(Printed Name of Authorized Signer)</p> <p>Vice President</p> <p>_____</p> <p>(Printed Title of Authorized Signer)</p>
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Overview

The U.S. Bank Iowa Card Consortium is a publicly bid and awarded consortium contract for payment card services, open to all political subdivisions in the state of Iowa. It provides a standard contract to secure world-class commercial card services and competitive rebates without conducting a costly and time-consuming RFP and review process.

The University of Iowa issued a request for proposal (RFP) on behalf of the Regent Institutions. An evaluation committee made up of members from each institution performed a thorough competitive analysis of the nation's leading card providers and awarded the contract to U.S. Bank. This Regents joint agreement is now being extended to all Iowa political subdivisions. The State of Iowa recently accessed this agreement and has successfully implemented the U.S. Bank program. The U.S. Bank Iowa Card Consortium offers a convenient way to obtain the services of a trusted card issuer with the strength, experience, and commitment to service your program deserves.

Strength

U.S. Bank is one of the strongest banks in America. Our stability is regularly recognized for by rating agencies with some of the best bond ratings in the industry. These assets allow us to focus all of our attention and resources on serving you, our customer.

Experience

U.S. Bank has been a pioneer in the commercial card business since first developing the purchasing card in the 1980s. In addition to being the leading purchasing card provider to the U.S. federal government, U.S. Bank supports programs across North America at state and local levels, as well as for hundreds of colleges, universities and K-12 school districts. Our experience ensures that we can collaborate with you to build and maintain a best-in-class card program.

Join the **University of Iowa, Iowa State University, University of Northern Iowa and the State of Iowa**, and discover U.S. Bank's full suite of payment products today



Service

Service is a way of life and a personal commitment from everyone at U.S. Bank. We are honored to partner with those who serve the public interest. Your work is vital to our nation and U.S. Bank is committed to helping you meet your mission with greater efficiency and effectiveness.

Products

The U.S. Bank Iowa Card Consortium provides a standard contract platform for political subdivisions to secure a number of payment services including:

- Purchasing Cards (with travel/accident insurance)
- Central Purchasing Accounts
- One Cards
- U.S. Bank Access® Online Payment Plus
- Managed Spend Cards

These innovative solutions are supported by web-based program management tools that allow organizations to securely access information 24/7, and proactively manage general payables and travel expenditures.

Costs and Rebates

The U.S. Bank Iowa Card Consortium includes generous revenue sharing opportunities, which provide increasing rebates to every participant in the



Consortium as the total program grows. The rebate structure also provides for further rewards to every participant based on individual spending and payment performance. Moreover, there are no administrative fees with this program. Every dollar of rebate earned by your organization is paid directly to you. Neither U.S. Bank nor the founding anchor levies an administrative fee of any kind.

For more information

From commercial cards to access tools to complete electronic procure-to-pay systems, U.S. Bank offers organizations the solutions they need to cut costs, manage vendor payments and operate more efficiently. For more information, please contact U.S. Bank at 866-274-5898 or visit usbpayment.com

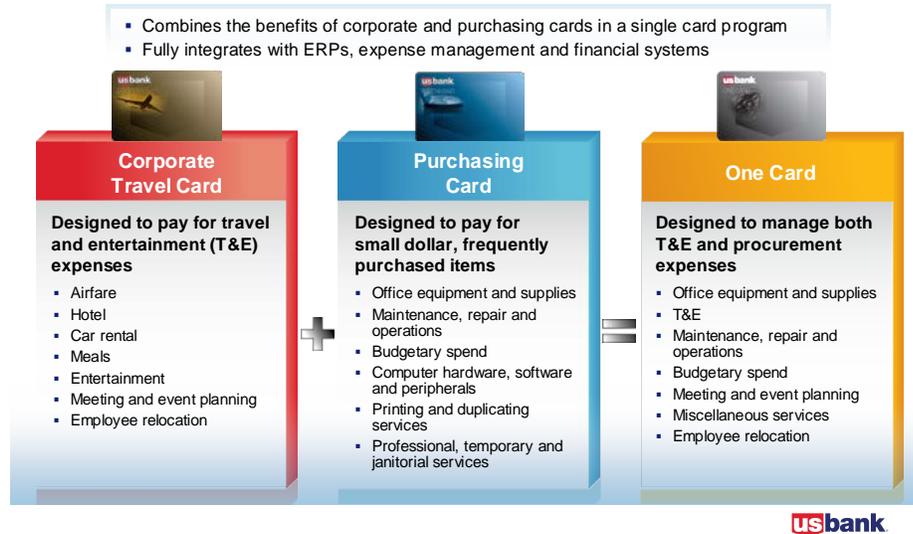
All of  serving you®



usbpayment.com

For your card needs, we would recommend a One Card. The U.S. Bank One Card program unites the power of the U.S. Bank Purchasing Card, U.S. Bank Corporate Travel Card and U.S. Bank Fleet Card. The one card program allows the City to manage your travel and procurement with just one process, one staff, one card issuer and only one bill. Additional program features include:

What is a One Card?



- Convenience of several product features in one product
- Issued and supported Directly by U.S. Bank (no third Party Vendors)
- Online Reporting with our Access Online Systems – over 100+ standard reports available
- Automatic Travel Insurance & Emergency Travel Services
- Current Accounting System integration
- Program is customized to your policy and agency needs

Control Options

U.S. Bank provides customized tools to set parameters for your program's checks and balances. All controls can be set down to the individual cardholder level and can be modified on an ongoing basis. Some of the control features we provide include:

- MCC Code Blocking**
- Velocity Monitoring**
- Single Purchase Limits**
- Monthly Spending Limits**
- ATM/Cash Blocking**
- Expiration Dates**
- Cash/Dollar Limits**
- ↓ Balance Capability**
- Real Time Edit Functions**
- Liability Insurance**

Reporting Options

U.S. Bank provides customized reporting and supporting documentation through our Access Online Information/Reporting Tool. Some of the reporting features we provide include:

- Integrating with your Financial Software
- Transaction Reporting
- Online Reallocation/Approval Tools
- Tax & Compliance Management Tools
- Receipt Image Storage Capabilities
- Online Statements/Historical Data

Billing Accounts (CBA)

U.S. Bank also offers a variety of Central Bill Accounts to meet specific spending needs:

- **Ghost Accounts**—Offer organizations all the same features and benefits of commercial cards, but without the actual plastic card.
- **Central Travel System (CTS) Accounts**—Centrally billed charge accounts to which all airline ticket purchases can be made.
- **Event Planner Cards**—Created to meet the unique needs of your event and meeting planners—specifically funded events.
- **Supplier Accounts**—Designated accounts assigned to key suppliers which your employees can use to make purchases exclusively at the designated supplier.

Statement Options

U.S. Bank provides multiple statement delivery options to integrate with the City’s data management needs.

- **Online Statements**—All statements can be viewed online through Access Online, U.S. Bank’s web-based program management system.
- **Electronic Statement Billing File (SBF)**— Transactional detail includes the supplier information associated with each transaction.
- **Electronic Data Interchange (EDI)**—EDI invoicing is available in the ANSI X12, 810 invoice format, transmitted through a value-added network.
- **Paper Statement**—A paper-based statement is available for each company or cardholder setup established.

One Card Summary of Features and Benefits:

Feature	Benefit
No annual card fees	■ No hidden charges
No-cost web-based program management tool	■ Ability to administer cardholder account setup and maintenance online
Policy compliance and control	■ Fully monitor and control expenditures
Fully automated reporting	■ Robust ad-hoc reporting capabilities
Cost savings – one payment a month	■ Decrease costs associated with the processing of checks, invoices and purchase orders ■ Enhance cash management

Executive Summary

U.S. Bank looks forward to being your partner and provide your organization customized tools to assist you in managing your purchase card program. All controls can be set down to the individual cardholder level and can be modified in accordance to your policies and work needs.

- **Implement an effective, tailored program to your organization**
- **Partner with a Payments Leader**
- **Utilize a Low Cost Program**
- **Using Innovative Payable products (www.usbpayment.com)**
- **Working with a Bank that wants your program to succeed**
- **Assigned a Team of U.S. Bank employees to support your program**

RESOLUTION NO. 1287

RESOLUTION APPROVING ADVERTISING WITH IHEART MEDIA IN THE AMOUNT OF \$4,999.70.

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

WHEREAS, the City of West Branch is taking on fundraising and promotional responsibilities for the 2015 Hoover's Hometown Days Celebration; and

WHEREAS, the City of West Branch, IA would like to have a remote broadcast with AM 800 KXIC for Hoover's Hometown Days, which would include an iHeart personality and four live 60-second cut-ins during the event; and

WHEREAS, the remote broadcast package would include twenty additional promotional announcements on the three days prior to the event, as well as web advertising; and

WHEREAS, the remote broadcast package was presented to the City of West Branch at a cost of \$1,000.50; and

WHEREAS, the City of West Branch would also like to advertise Hoover's Hometown Day 2015 with KKSJ 95.7 Kiss Country and KKRQ 100.7 the Fox in the month preceding the event in the amount of \$1,999.20; and

WHEREAS, the City of West Branch would also like to promote Hoover's Hometown Days 2015 on AM 800 KXIC, as well other events in West Branch between April and September, including the 50th Anniversary of the Herbert Hoover National Historic Site in West Branch, the Summer Concert Series; and

WHEREAS, iHeart Media has proposed a package for two radio advertisements for each Chicago Cub broadcast on KXIC between April and September for a cost of \$2,000; and

WHEREAS, it is now necessary to approve said proposals.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned advertising proposals with iHeart Media in the amount of \$4,999.70 are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

Passed and approved this 23rd day of March, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

PROPOSAL



OShaughnessy, Beth
(319) 354 - 9000

Prepared For:

The City Of West Branch

Attn: Dawn Brandt
PO Box 218
110 N Poplar Street
West Branch, IA 52358-0218

Date:	3/11/2015
Advertiser:	The City Of West Branch
Spots:	24
Total Cost:	\$1,000.50
	Rates guaranteed until: 3/18/2015

Summary

Advertiser	The City Of West Branch
Title	The City Of West Branch Remote Aug 8 (12636)
Billing Options	Calendar, Combined Revenue Invoice, Cash In Advance

Spot Schedule

KXIC-AM

1 Week: 8/3

Daypart / Program	Len	Spots
Thu-Fri 6a-7p	30	17
Sat 6a-Noon	30	3
Sat Noon-1p	60	2
Sat 1p-2p	60	2
Weekly Total:		24
Flight Total:		24

Digital Schedule

KXIC-AM

1 Week: 8/3

Start	End	Asset
8/8/2015	8/8/2015	ROS (All banner positions)

Integrated Elements

KXIC-AM

Start	End	Type	Description	Quantity
8/8/2015	8/8/2015	Fee-Tal	Talent-Fee	1

Proposal Totals

	Spots	Total Cost
KXIC-AM	24	
Total	24	\$1,000.50



Order Confirmation

Cash In Advance: Yes

Advertiser No: 15102 Order No: 1116101372
 Start Date: 4/1/2015 Co-op: No
 End Date: 10/4/2015 Package: No
 Month Type: Calendar Agency Comm.: 0%
 Revision #: 0
 CPE:
 AE: OShaughnessy, Beth
 Entered: 03/11/2015 09:55 AM by Fusion
 Last Update: 03/11/2015 09:55 AM by Fusion
 Note: Chicago Cubs 2015
 Note 2: Thank you for your business!
 Spl Req Inv: Cash in Advance

The City Of West Branch
 Attn: Dawn Brandt
 PO Box 218
 110 N Poplar Street
 West Branch, IA 52358-0218

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. M T W T F S S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Iowa KXIC-AM	2015 CUBS In-Game	04/05/15	04/05/15	1	Local Direct-Sports	0 0 0 0 0 0 0 2	2	30	2	
2 Iowa KXIC-AM	2015 CUBS In-Game	04/07/15	04/12/15	1	Local Direct-Sports	0 0 2 2 0 2 2 2	10	30	10	
3 Iowa KXIC-AM	2015 CUBS In-Game	04/13/15	04/19/15	1	Local Direct-Sports	0 2 2 2 0 2 2 2	12	30	12	
4 Iowa KXIC-AM	2015 CUBS In-Game	04/20/15	04/26/15	1	Local Direct-Sports	0 2 2 2 2 2 2 2	14	30	14	
5 Iowa KXIC-AM	2015 CUBS In-Game	04/27/15	04/29/15	1	Local Direct-Sports	0 2 2 2 0 0 0 0	6	30	6	
6 Iowa KXIC-AM	2015 CUBS In-Game	05/01/15	05/03/15	1	Local Direct-Sports	0 0 0 0 0 2 2 2	6	30	6	
7 Iowa KXIC-AM	2015 CUBS In-Game	05/04/15	05/10/15	1	Local Direct-Sports	0 2 2 2 2 2 2 2	14	30	14	
8 Iowa KXIC-AM	2015 CUBS In-Game	05/11/15	05/17/15	1	Local Direct-Sports	0 2 2 2 2 2 2 2	14	30	14	
9 Iowa KXIC-AM	2015 CUBS In-Game	05/19/15	05/24/15	1	Local Direct-Sports	0 0 2 2 2 2 2 2	12	30	12	
10 Iowa KXIC-AM	2015 CUBS In-Game	05/25/15	05/30/15	1	Local Direct-Sports	0 2 2 2 0 2 2 0	10	30	10	
11 Iowa KXIC-AM	2015 CUBS In-Game	05/31/15	05/31/15	1	Local Direct-Sports	0 0 0 0 0 0 0 2	2	30	2	
12 Iowa KXIC-AM	2015 CUBS In-Game	06/01/15	06/07/15	1	Local Direct-Sports	0 2 2 2 2 2 2 2	14	30	14	
13 Iowa KXIC-AM	2015 CUBS In-Game	06/09/15	06/14/15	1	Local Direct-Sports	0 0 2 2 2 2 2 2	12	30	12	
14 Iowa KXIC-AM	2015 CUBS In-Game	06/16/15	06/22/15	2	Local Direct-Sports	0 2 2 2 2 2 2 2	14	30	14	
15 Iowa KXIC-AM	2015 CUBS In-Game	06/23/15	06/29/15	2	Local Direct-Sports	0 2 2 2 2 2 2 2	14	30	14	



Order Confirmation

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 Order No: 1116101372

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip	W	M	T	W	T	F	S	S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
16 Iowa KXIC-AM	2015 CUBS In-Game	06/30/15	06/30/15	1	Local Direct-Sports	0	0	2	0	0	0	0	0	0	2	30	2	
17 Iowa KXIC-AM	2015 CUBS In-Game	07/01/15	07/05/15	1	Local Direct-Sports	0	0	0	2	2	2	2	2	2	10	30	10	
18 Iowa KXIC-AM	2015 CUBS In-Game	07/06/15	07/12/15	1	Local Direct-Sports	0	2	2	2	0	2	2	2	2	12	30	12	
19 Iowa KXIC-AM	2015 CUBS In-Game	07/14/15	07/14/15	1	Local Direct-Sports	0	0	2	0	0	0	0	0	0	2	30	2	
20 Iowa KXIC-AM	2015 CUBS In-Game	07/17/15	07/19/15	1	Local Direct-Sports	0	0	0	0	0	2	2	2	2	6	30	6	
21 Iowa KXIC-AM	2015 CUBS In-Game	07/20/15	07/26/15	1	Local Direct-Sports	0	2	2	2	0	2	2	2	2	12	30	12	
22 Iowa KXIC-AM	2015 CUBS In-Game	07/27/15	07/30/15	1	Local Direct-Sports	0	2	2	2	2	0	0	0	0	8	30	8	
23 Iowa KXIC-AM	2015 CUBS In-Game	07/31/15	07/31/15	1	Local Direct-Sports	0	0	0	0	0	2	0	0	0	2	30	2	
24 Iowa KXIC-AM	2015 CUBS In-Game	08/01/15	08/02/15	1	Local Direct-Sports	0	0	0	0	0	0	0	2	2	4	30	4	
25 Iowa KXIC-AM	2015 CUBS In-Game	08/03/15	08/09/15	1	Local Direct-Sports	0	2	2	2	2	2	2	2	2	14	30	14	
26 Iowa KXIC-AM	2015 CUBS In-Game	08/11/15	08/16/15	1	Local Direct-Sports	0	0	2	2	2	2	2	2	2	12	30	12	
27 Iowa KXIC-AM	2015 CUBS In-Game	08/18/15	08/23/15	1	Local Direct-Sports	0	0	2	2	2	2	2	2	2	12	30	12	
28 Iowa KXIC-AM	2015 CUBS In-Game	08/25/15	08/30/15	1	Local Direct-Sports	0	0	2	2	2	2	2	2	2	12	30	12	
29 Iowa KXIC-AM	2015 CUBS In-Game	08/31/15	08/31/15	1	Local Direct-Sports	0	2	0	0	0	0	0	0	0	2	30	2	
30 Iowa KXIC-AM	2015 CUBS In-Game	09/01/15	09/06/15	1	Local Direct-Sports	0	0	2	2	0	2	2	2	2	10	30	10	
31 Iowa KXIC-AM	2015 CUBS In-Game	09/07/15	09/13/15	1	Local Direct-Sports	0	2	2	2	2	2	2	2	2	14	30	14	
32 Iowa KXIC-AM	2015 CUBS In-Game	09/15/15	09/20/15	1	Local Direct-Sports	0	0	2	2	2	2	2	2	2	12	30	12	
33 Iowa KXIC-AM	2015 CUBS In-Game	09/21/15	09/27/15	1	Local Direct-Sports	0	2	2	2	0	2	2	2	2	12	30	12	
34 Iowa KXIC-AM	2015 CUBS In-Game	09/29/15	09/30/15	1	Local Direct-Sports	0	0	2	2	0	0	0	0	0	4	30	4	
35 Iowa KXIC-AM	2015 CUBS In-Game	10/01/15	10/04/15	1	Local Direct-Sports	0	0	0	0	2	2	2	2	2	8	30	8	

# Digital	Station	Start Date	End Date	Description
1	KXIC-AM	04/01/15	04/30/15	ROS Banners (ALL banner positions)
2	KXIC-AM	05/01/15	05/31/15	ROS Banners (ALL banner positions)
3	KXIC-AM	06/01/15	06/30/15	ROS Banners (ALL banner positions)



iHeartMEDIA Order Confirmation

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# Digital	Station	Start Date	End Date	Description
4	KXIC-AM	07/01/15	07/31/15	ROS Banners (ALL banner positions)
5	KXIC-AM	08/01/15	08/31/15	ROS Banners (ALL banner positions)
6	KXIC-AM	09/01/15	09/30/15	ROS Banners (ALL banner positions)

No. of Spots/Misc/Digital:	326/0/6	Total Gross:	\$2,000.00
		Agency Commission:	\$0.00
		Total Net Due:	\$2,000.00

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Amt. Ord.:	44	58	56	52	56	52	8	0	0	0	0	0	0
Gross:	333.00	334.00	334.00	333.00	333.00	333.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	333.00	334.00	334.00	333.00	333.00	333.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

When signed below, this is a contract for advertising on the radio stations named above, made with the owner of those stations, subject to those terms and conditions beginning on the last page of this Order Confirmation. Except when this contract is executed by advertiser itself, it is agreed that advertiser's agency makes this contract both for itself and advertiser.

Accepted for Company: _____

Accepted for Advertiser: _____

Participating Customers

The City Of West Branch 100%

PROPOSAL



OSHAUGHNESSY, BETH

*

Prepared For:

The City Of West Branch

Date: 3/11/2015

Advertiser: The City Of West Branch

Spots: 96

Total Cost: \$799.20

Rates guaranteed until: 3/18/2015

Summary

Advertiser The City Of West Branch

Title The City Of West Branch KKSJ (24715)

Billing Options Broadcast

Spot Schedule

KKSJ-FM

3 Weeks: 7/6-7/20

Daypart / Program	Len	Spots	Rate	Cost
Mon-Fri 6a-7p	30	12	\$21.00	\$252.00
Mon-Fri 6a-Midnight	30	4	\$0.00	\$0.00
		Weekly Total:	16	\$252.00
		Flight Total:	48	\$756.00

RKSJ-FM

3 Weeks: 7/6-7/20

Daypart / Program	Len	Spots	Rate	Cost
Mon-Fri 6a-7p	30	4	\$0.00	\$0.00
Mon-Fri 6a-7p	30	12	\$1.20	\$14.40
		Weekly Total:	16	\$14.40
		Flight Total:	48	\$43.20

Proposal Totals

	Spots	Total Cost
KKSJ-FM	48	\$756.00
RKSJ-FM	48	\$43.20
Total	96	\$799.20

ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser.

1. PAYMENT

- (a) Advertiser agrees to pay in advance for the transmission covered by this contract unless otherwise expressly agreed in writing.
- (b) If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1 annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.
- (c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.
- (d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

- (a) This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.
- (b) Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.
- (c) Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.
- (d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.
- (e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

- (a) Advertiser represents, warrants and agrees that: (i) Station's broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).
- (b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a); or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

- (a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.
- (b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.
- (c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.
- (b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
- (c) Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.
- (d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

6. NON-DISCRIMINATION

In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

- (a) This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs or announcements of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.
- (b) If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.
- (c) Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.
- (d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.
- (e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.
- (f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

PROPOSAL



OShaughnessy, Beth
(319) 354 - 9000

Prepared For:

The City Of West Branch

Attn: Dawn Brandt
PO Box 218
110 N Poplar Street
West Branch, IA 52358-0218

Date:	3/11/2015
Advertiser:	The City Of West Branch
Spots:	84
Total Cost:	\$1,200.00
	Rates guaranteed until: 3/18/2015

Summary

Advertiser	The City Of West Branch
Title	The City Of West Branch KKRQ (Copy) (12637)
Billing Options	Broadcast, Cash In Advance

Spot Schedule

KKRQ-FM

3 Weeks: 7/6-7/20

Daypart / Program	Len	Spots	Rate	Cost
Mon-Fri 6a-7p	30	9	\$40.00	\$360.00
Mon-Fri 6a-Midnight	30	3	\$0.00	\$0.00
		Weekly Total:	12	\$360.00
		Flight Total:	36	\$1,080.00

RKRQ-FM

3 Weeks: 7/6-7/20

Daypart / Program	Len	Spots	Rate	Cost
Mon-Fri 6a-7p	30	6	\$0.00	\$0.00
Mon-Fri 6a-7p	30	10	\$4.00	\$40.00
		Weekly Total:	16	\$40.00
		Flight Total:	48	\$120.00

Proposal Totals

	Spots	Total Cost
KKRQ-FM	36	\$1,080.00
RKRQ-FM	48	\$120.00
Total	84	\$1,200.00

ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser.

1. PAYMENT

- (a) Advertiser agrees to pay in advance for the transmission covered by this contract unless otherwise expressly agreed in writing.
- (b) If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1 annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.
- (c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.
- (d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

- (a) This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.
- (b) Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.
- (c) Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.
- (d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.
- (e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

- (a) Advertiser represents, warrants and agrees that: (i) Station's broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).
- (b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a); or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

- (a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.
- (b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.
- (c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.
- (b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
- (c) Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.
- (d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

6. NON-DISCRIMINATION

In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

- (a) This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs or announcements of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.
- (b) If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.
- (c) Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.
- (d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.
- (e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.
- (f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

February 2, 2015

City of West Branch
c/o Dawne Brandt, City Clerk
110 North Poplar Street
West Branch, IA 52358

Dear Dawne:

We appreciate our partnership with West Branch and commend the City on maintaining its current Code of Ordinances with regular supplements. The City's Code was originally adopted in 1999. While you have done a great job of codifying locally adopted ordinances, since 1999 there have been many State legislative changes enacted that have not been incorporated into your Code.

For example:

- 1) 1.10 Standard Penalty – The West Branch Code lists \$500, and State Code limits for misdemeanors was changed to \$625 in 2009.
- 2) 17.03 (1) Exercise of Power – The West Branch Code provides a limit of \$25,000, and State Code amended the limit to \$100,000 in 2007.
- 3) 50.12 Installation Payment of Cost Abatement – The West Branch Code provides for installments if costs exceed \$100, and State Code was amended to \$500 in 2012.

We bring this to your attention so the City understands there are discrepancies between its current City Code and the Code of Iowa. West Branch has a couple options to consider in the continued maintenance of its code.

Option 1, Supplement and Readopt: For cities that have not completed annual supplements, this is the minimum action required to be in compliance with State Code. This option would include supplementing your code by codifying Ordinances No. 705-729. In addition, we would send you the necessary proceedings for the code to be readopted.

Specifically, this option includes:

- 14 sets of replacement pages needed to incorporate changes required by Ordinances No. 705-729.
- Updated supplement record page to document the above codification.
- Proceedings to readopt the existing Code of Ordinances.
- Digital copy of your updated code book.

The cost to supplement and readopt the City code is \$2,000.

610 Buddy Holly Place • P.O. Box 141 • Clear Lake, Iowa 50428

Phone: 641-357-7596 • Fax: 641-357-7561

simmering-cory.com

iowacodification.com

OR

Option 2, Code Update and Readopt: This option includes not only the supplementation of your uncodified ordinances, but also, a comprehensive update of your existing City code books to incorporate State legislative changes and City updates. We will also provide the necessary proceedings for you to adopt the updated Code of Ordinances.

Specifically, this option includes:

- Supplementing Ordinances No. 705-729.
- Incorporating State of Iowa legislative changes that have impacted your City's code and result in certain chapters not being consistent with State Code.
- Including City deletions and clean-ups to sections of your code that are no longer being utilized or are inconsistent with actual practice.
- 14 complete sets of the new code books.
- Proceedings to adopt the revised Code of Ordinances.
- Digital copy of your updated code book.

With the information we have at this point, the cost to produce the updated code is \$6,000.

Usually this process takes about one year, so the price is spread out over more than one fiscal year, with forty percent due as a down payment, forty percent due as a draft payment, and the balance due when the new code books are shipped.

This proposal is valid for 90 days.

ONGOING SERVICES:

- ◆ **SUPPLEMENTS.** We offer our clients a continuing supplement service in order to keep a City's code current. As local ordinances are adopted, we codify them into the proper places in the code book. Cities receive digital and hard copy supplements. In addition, we provide a supplement record page listing all the codified ordinances.

Our cities utilize this ongoing supplement service on an annual, semi-annual, quarterly, or "as-needed" basis. We pride ourselves in a prompt turnaround of the ordinances submitted by a city. Supplement service costs are \$22 per page where text is changed, and \$2.50 for a back or front side where no change is made (2 sheets needed for duplexing) or where text on pages has to be bumped because of supplementing.

- ◆ **LEGISLATIVE UPDATES.** An additional service which we make available to our clients is our annual legislative update. Once a year we send a list of bills that have been passed by the Iowa General Assembly and which impact the City's code. We then offer to prepare the necessary amending ordinances needed to incorporate the legislation into the City's code, and once the ordinances have been adopted, we codify them into

the code. We believe the cost of this service is very economical, but its price varies each year depending on the amount of legislative action that has occurred.

Here is the cost of legislative changes for the past five years, assuming a city purchased all the changes we offered:

2010	\$ 650
2011	-0-
2012	650
2013	400
2014	1000

We recommend purchasing legislative change amendments each year in order to keep the City's code up-to-date. There is no annual fee. The cost depends on the number of ordinances to be supplemented and which updates the City wishes to order.

- ◆ **SAMPLES.** Another service we provide is sharing sample ordinances compiled from working with our clients. For instance, if West Branch were having problems with parking during snow removal and were not satisfied with the current regulations, you could ask us to send you samples of how other cities handle the situation. In this case, we would have more than 20 samples to share.
- ◆ **ONLINE SERVICES.** Once an update project is completed, for an additional fee, we can also assist the City with posting their Code of Ordinances and/or Council minutes online.

As you may know, we have provided codification services to cities in Iowa for nearly 30 years. We hope to continue partnering with you to maintain West Branch's code and assist with your future codification needs. Please do not hesitate to call me if you have any questions.

Sincerely,



Alice Futrell
afutrell@netins.net
Iowa Codification, Inc.
610 Buddy Holly Place, P.O. Box 141
Clear Lake, IA 50428
(641) 357-7596

Solid Waste Vendor List

Allied Waste Services
Attn: Dave Klockau
943 Tamarack Trail
Iowa City, IA 52245
(319) 471-2812

Johnson County Refuse
Attn: Steve Smith
970 238th Street NE
North Liberty, IA 52317
(319) 665-4498

Oveson Refuse & Recycling
Attn: Ron Oveson
201 1/2 W Railroad St
Wilton, IA 52778
(563) 506-2774

Waste Management of Iowa
4220 Thomas Drive SW
Cedar Rapids, IA 52404
(800) 542-8392

Request for Proposals Solid Waste and Recyclable Materials Collection Services

CITY OF WASHINGTON, IOWA

Any alterations to this document made by the Contractor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the City of Washington.

1.0 Purpose/Objective

The City of Washington, Iowa (hereinafter, "City") has issued this Request for Proposals (hereinafter, "RFP") for the purpose of obtaining proposals from interested and qualified Contractors to collect and dispose of Residential Solid Waste and Recyclable Materials.

1.1 Background

The City currently operates its solid waste collection services through a Contractor that collects residential garbage and residential recyclable materials. The City has a residential customer base of approximately 2,571 units for once-a-week solid waste collection. The City has issued 2,065 recycling carts to these customers for use in the Recyclable Materials collection program.

The City expects that customers will continue to supply their own solid waste containers or use plastic garbage bags. The City also anticipates that it will continue to issue recycling carts (four container units) at its expense for use by eligible residents.

The City also expects that it will continue to charge residents for solid waste collection services through a per bag sticker (currently \$1.50), a bulky item sticker (currently \$6) and a per container sticker (currently \$75 annual sticker per 35 gallon container, although the City Council will consider in the near future a higher rate for larger containers). The City will order all such unit-price stickers and keep the revenue generated. The City reserves the right to establish and amend the fees it charges residential customers for solid waste and recyclable materials collection and disposal services.

1.2 Inquiries

For purposes of properly addressing any questions related to this RFP equitably with all interested parties, parties that may have interest in bidding on the contract are asked to provide some electronic means of contact (e-mail or fax preferred) as soon as practical upon receipt of this RFP. Direct questions related to this RFP should be directed to Brent Hinson, City Administrator. Submit such questions in writing, via email (preferred) to bhinson@washingtونيowa.net, or by fax at (319) 653-5273. Please include the RFP page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Answers to any RFP questions will also be posted on the City's website at www.washingtونيowa.net.

Prospective Contractors must clearly understand that the only official answer or position of the City will be the one stated in writing.

1.3 Method of Source Selection

The City is using the Competitive Sealed Proposals method of source selection, for this procurement. An award, if made, will be made to the responsible Contractor whose proposal is most advantageous to the City.

The City may, as is deemed necessary, conduct discussions with responsible Contractors that have been determined to be reasonably suspected of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1.4 Projected Timetable

RFP Issued: May 23, 2013

Proposal Closing Date and Time: June 5, 2013 at 2:00 pm

Opening of Sealed Proposals: June 5, 2013 at 2:00 pm

Projected Award Date: June 5, 2013

Projected Contract Execution: June 6, 2013 or as soon as practical

Projected Contract Start Date: July 1, 2013

2.0 General Description of Required Performance Outcomes

At a minimum, the contractor must achieve and maintain the performance outcomes listed below, and remain consistent with performance standards agreed to by all parties through a contract as a result of this RFP. Contractors may propose additional performance outcomes or services beyond those minimally required by this RFP and may offer to charge additional fees for such outcomes or services.

2.1 Scope of Work

Service(s) to be provided include residential solid waste collection and disposal services and residential recyclable materials collection services. The City anticipates that the terms of the sample contract (Exhibit A) will form the basis for a contract with the selected Contractor.

The Contractor shall collect weekly all municipal solid waste at the curbside and deposit such waste at the SEMCO landfill located near Richland, Iowa.

The recycling program should include, but not be limited to, newspaper, cardboard, plastic, aluminum, tin and glass. All recyclable materials shall be sorted and collected weekly at the curbside and transported to the Washington County Recycling Center, 2170 Lexington Boulevard, Washington, Iowa.

The City will direct all calls regarding complaints and/or questions about solid waste or recycling collection to the Contractor. The contractor is expected to be reasonably available and responsive to inquiries from City staff and the general public throughout the contract period.

2.2 Newly Developed and Annexed areas

The contractor will, within five (5) days of notification by the City, provide collection

services of the same frequency and quality otherwise required of this contractor to newly developed and or newly annexed areas. As new residential units are constructed and occupied within the City, the Contractor shall, after proper notification by the City, provide all services as required by the Agreement on the next scheduled day of collection following notification.

2.3 Proposal Cost Format

Proposals must be in the following format to be considered as the RFP Cost Format. Rates must include all fees, charges, surcharges, and extra pick-ups. Contractor may offer City other offerings or service enhancements as part of the proposal. Proposals shall provide the:

- Monthly rate for one time per week residential garbage service using resident-owned container(s) per month per unit.
- Monthly rate for one time per week residential recyclable materials collection services per cart issued by the City (at the same address as garbage service).
- Monthly rate for the collection of solid waste and recyclable materials from city-owned properties in accordance with Section 3 of the sample contract.
- The rate per eligible residential customer per Spring Clean-up or Fall Clean-up event, respectively.
- The rate per appliance for collection and proper disposal.

2.4 Landfill Cost Increase Surcharge

The City will allow a pass-through surcharge for future landfill tipping fee increases at the SEMCO landfill. This tipping fee surcharge applies only to a part of the monthly charges that may be attributable to landfill costs. For the purposes of this surcharge, the parties will agree that tipping fees constitute 35 percent of the monthly charge for solid waste collection and disposal services. (For example, assume landfill charges comprise 35 percent of the cost for service, the monthly per household charge is \$3.00 and the tipping fee increase is 15 percent. As such, \$1.05 ($3.00 \times .35 = 1.05$) of the monthly charge that is allocated to tipping fees shall increase by 15 percent to \$1.27 ($1.05 \times 1.15 = 1.27$). The new household rate due to the surcharge will be \$3.22 per month ($\$3.00 + (1.27 - 1.05) = 3.22$.) The same principle will be applied in reverse should landfill tipping fees decrease, in that this decrease in cost will be passed along to the City.

3.0 Constraints on Contractor

The Contractor shall perform service in accordance with the City of Washington Municipal Code of Ordinances Chapters 105 and 106.

4.0 Contractor's Personnel Requirements

The Contractor must provide a central point of contact person(s) to ensure coordination of each service and/or program, as well as individuals that have the necessary expertise to

""troubleshoot" the provided solution.

5.0 Contractor's Responsibilities

Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Contractor from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Contractor.

6.0 Terms and Conditions of Contract for Services

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached sample contract for the Collection of Residential Solid Waste in the City of Washington, Iowa. (*See Exhibit A*).

7.0 Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.

7.1 Acknowledgement of Insurance Requirements

By signing its proposal, the Contractor acknowledges that it has read and understands the insurance requirements for the proposal as set forth in the sample contract. The Contractor also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Contractor's proposal.

7.2 Delivery of Proposals

All proposals shall include Exhibit B completed and shall be addressed, sealed and delivered before 2:00 o'clock p.m. on June 5, 2013 to:

Solid Waste RFP
ATTN: Illa Earnest, City Clerk
City of Washington
215 E. Washington Street
Washington, IA 52353

The City will not accept any proposals received after the date/time stated herein, and shall request Contractor to make arrangements to retrieve late proposals. The City shall not bear the responsibility for proposals delivered past the stated date and/or time, or to an incorrect address by Contractor's personnel or by the Contractor's outside carrier.

7.3 Evaluation of Proposals (Procedure)

The City will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Contractors should exercise care in reviewing the proposal format required for this RFP.

City Officials shall then score all proposals based upon the evaluation factors detailed

herein.

The City of Washington reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City of Washington or a submission of a proposal to the City of Washington offers no rights upon the Contractor nor obligates the City in any manner. The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City as determined by the City Council.

7.4 Ambiguity, Conflict, or Other Errors in the RFP

If a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. City officials will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the City Administrator.

The Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

7.5 Proposals and Presentation Costs

The City will not be liable in any way for any costs incurred by any Contractor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

7.6 Rejection of Proposals

The City reserves the right to accept or reject in whole or in part any or all proposals submitted. The City shall reject the proposal of any Contractor that is determined to be non-responsive. The unreasonable failure of a Contractor to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

7.7 Acceptance of Proposals

The City shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals.

7.8 Requests for Clarification of Proposals

Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the Contractor's pricing information contained in its proposal.

7.9 Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the submission date.

7.10 Response Format

Proposals should be prepared simply and economically, providing a straightforward concise description of the Contractor's approach and ability to meet the City's needs, as

stated in the RFP.

7.11 No Lobbying

To ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City prohibits communication whether direct or indirect, regarding the subject matter of the bid or specifications by any means whatsoever whether oral or in writing with any elected official from the issuance of specifications until Mayor and Council makes the award. Communications initiated by the bidder may be grounds for disqualifying the offending bidder from consideration of award or any future bid.

City of Washington, July 1, 2013- June 30, 2016

**SAMPLE CONTRACT FOR THE COLLECTION OF
RESIDENTIAL SOLID WASTE IN THE CITY OF
WASHINGTON, IOWA**

This Contract made and entered into this 1st day of July, 2013, by and between the City of Washington, Iowa (hereinafter referred to as "City"), and _____ (hereinafter referred to as "Contractor").

WITNESSETH:

Whereas, the Contractor is qualified to provide solid waste collection services; and

Whereas, the City desires a Contractor to collect solid waste, as it is defined in this contract, within the boundaries of the City.

Now, therefore, in consideration of mutual covenants, agreements and considerations contained herein, the City and Contractor hereby agree as follows:

SECTION 1 - DEFINITIONS

A) "Solid Waste" shall mean the materials named in the following classifications:

- 1) "Garbage" shall mean and include kitchen and table refuse, and other accumulations of animal, fruit, or vegetable matter that attend or result from the preparation, use, consumption, decay, growing, handling, or storage of meats, fish, fruits, or vegetables, and all wrappings and containers of said refuse.
- 2) "Refuse" shall mean and include all other accumulations of waste matter or materials, which can be properly placed in suitable containers or properly bundled, except hazardous materials. The total weight of each container or bundle filled with refuse shall be less than 75 pounds.
- 3) "Bulk Waste" shall include all other large items of solid waste such as such as couches, bed mattresses, televisions, etc., except car bodies; construction and demolition waste not placed in approved containers and exceeding 150 pounds per weekly collection; commercial tree trimmings; and hazardous materials.
- 4) "Hazardous Material" shall include but not be limited to: hot ashes, explosive materials, rags, or other waste soaked in volatile or inflammable materials, drugs, poisons, paints, household chemicals with hazardous warning labels, radioactive materials, soiled dressings, clothing, bedding, or other materials which may present a special hazard to collection or disposal personnel or

equipment, or to the general public.

B) “Owner” shall mean, in addition to the record title holder, any person residing in, renting, leasing, occupying, operating, or transacting business in any premise, and as between such parties the duties, responsibilities, liabilities, and obligations hereafter shall be joint and several.

C) “Residential Premises” shall mean and include single family dwellings and any multiple family dwelling not exceeding four (4) separate family quarters, in Washington, Iowa, but shall not include mobile home parks.

D) “Commercial and business premises” shall mean and include:

- 1) multiple family dwellings exceeding four (4) separate family quarters;
- 2) ordinary commercial and business places; properties which include both a commercial and a residential use shall be considered as commercial premises if the commercial activity is the major use of the property or if the overall weekly collection exceeds 150 pounds, as determined by the City.
- 3) schools, hospitals, colleges, churches, nursing homes, and other semipublic institutions, including mobile home parks.

E) “Spring Cleanup” and/or “Fall Cleanup” shall mean the once per year or twice per year collection from residential premises of large size and/or large quantities of household refuse, including furniture, appliances, and other items not otherwise normally collected during the regular weekly solid waste and recyclable materials collection programs, but excluding items provided in Exhibit A.

F) “Recyclable Materials” shall mean the refuse items (such as paper, cardboard, plastics, glass and metals) that the City determines shall not be transported to a landfill, but, instead, transported to the Washington County Recycling Center, 2170 Lexington Boulevard, Washington, for processing.

SECTION 2 - EXCLUSIVE RIGHT

The Contractor shall be the only person, firm, or corporation allowed to provide residential solid waste collection services within the City, except as authorized in writing by the City Council, to the extent permitted by law.

SECTION 3 – SERVICE

The services to be performed shall include:

A) Once a week collection of solid waste from all single family residential units within the City at such a place or places as may be permitted as provided in this contract.

B) Once a week collection of solid waste from all multiple dwelling units, up to and including four (4) units, within the City, which shall have a common location at each complex for the depositing of solid waste.

C) Once a week collection of recyclables from a City-owned residential recycling trailer located in downtown at a mutually agreeable site, primarily for the use of, but not limited to, downtown residents.

D) Once a week collection of solid waste from the following City facilities: Waterworks Plant, Wastewater Treatment Facility, Maintenance/Construction Department Garage, Public Library, and Elm Grove cemetery.

E) Twice a week collection of solid waste from the following City facilities: Municipal Building, Green Field (Case Field), North Park (north of Stewart School), Central Park, Sunset Park, Sunset Park swimming pool, and public refuse containers located on the right-of-ways around the Square and up to four blocks each way from the Square.

F) Once per week collection of Recyclable Materials from Residential Premises and City facilities identified in paragraphs D and E above, respectively.

SECTION 4 – TERM

The term of this contract shall be for the period beginning July 1, 2013 and ending June 30, 2016. This agreement may be extended for additional periods in twelve (12) month increments by mutual advance agreement of the parties.

SECTION 5 - COLLECTION HOURS AND DAYS

The usual days for collection of residential solid waste in the City shall be Monday through Thursday, between the hours of 6:00 A.M. and 5:00 P.M. inclusive.

When a usual day for collection is one on which the holidays of New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, or Christmas are celebrated, collection will be one day after the usual day for the balance of that week. The Contractor shall provide sufficient personnel and equipment to complete within one day the Collection of solid waste presented for collection in each approved collection route.

Spring Clean-up shall be scheduled to occur during the last two weeks of April. The City may direct the contractor to vary the times of Spring Clean-up or to cancel such Spring Clean-up programs.

SECTION 6 - COLLECTION VEHICLES

The Contractor shall use, for collection of residential solid waste, "packer-type" vehicles, which include mechanical or hydraulic devices for packing or compressing solid waste, and which shall be leak proof. Should any solid waste be dropped or spilled in collecting,

transferring, or transporting, it shall immediately be cleaned up. A broom and a shovel shall be carried on each vehicle at all times for this purpose. All solid waste-conveying vehicles and equipment shall be kept clean and sanitary at all times. All vehicles and equipment used in the collection of solid waste under this contract, if they remain in the City after working hours, shall be stored within clean, sanitary quarters, and shall bear no residual solid waste when not in use. The contractor shall have access to "back-up" vehicles in case of breakdowns.

SECTION 7 - ROUTES AND PICKUP POINTS

The Contractor shall establish regular routes, as approved by the City, for the collection of residential solid waste and recyclable materials. Collection from residential premises adjacent to the Square is covered under this contract.

The residents of each route shall be informed by the City of the day of collection, and such schedule shall be adhered to as nearly as it is practical.

The Contractor shall make collections from the curb on the street in front of each residential premises. Collections around the Square shall be made using alleys where possible.

Collection from a multi-family dwelling building [up to and including four (4) units] shall be made at one location.

SECTION 8 - APPROVED CONTAINERS

A) Solid Waste shall be placed in containers or bags approved by the City. Bags may be placed in rigid containers manufactured for solid waste. The bags must be closed and if placed in rigid containers must be easily removed. The Contractor shall not willfully damage containers. After the Contractor empties a container, he shall return it to the same location with the lids replaced. The Contractor shall collect waste from such bags or containers only if the appropriate City-issued garbage stickers are affixed.

B) Residents shall place Recyclable Materials in containers and carts provided by the City.

SECTION 9 - SPECIAL AND HAZARDOUS MATERIALS

A) The Contractor shall not be required to collect (and residents are forbidden by ordinance to deposit in a solid waste container for City collection) any hazardous material, refuse, or waste, including compact fluorescent bulbs containing mercury.

B) The Contractor is prohibited to collect any yard waste, including leaves, grass clippings, garden waste, brush, or trees, including the collection of any material from containers (not to include kitchen scraps) which have yard waste mixed with other materials. The collection of yard waste is covered under a separate City contract.

C) The Contractor is prohibited to collect lead acid batteries, waste oil, and beverage

cartons, as specified by State Code, for transportation to the landfill.

SECTION 10 – HAULING

All solid waste hauled by the Contractor shall be contained or enclosed so as to prevent leaking, spilling, or blowing. In the event of any spillage, the Contractor shall immediately clean up the spilled solid waste. A broom and shovel shall be carried with the vehicle at all times for this purpose.

SECTION 11 - TITLE TO WASTE

Except for recyclable materials, title to all waste shall be vested in the Contractor upon being placed in his vehicle.

SECTION 12 – DISPOSAL

A) All solid waste for disposal shall be hauled by the contractor to the landfill site established by Southeast Multi-County Solid Waste Agency provided that nothing herein shall be construed as prohibiting the use of dirt, stone, brick, or similar inorganic material for fill, landscaping, excavation, or grading at places other than said landfill disposal site.

B) The Contractor shall be responsible to avoid collecting the specified recycled items from households included in the City Recycling Program, as much as possible. There will be no extra compensation for this work. A list of participating residential households is available from the City Clerk. The Contractor will receive written notice by the City in advance of any changes in the recycling programs.

C) The Contractor shall collect and sort the recyclable materials at the curbside and transport such materials to the Washington County Recycling Center at 2170 Lexington Blvd., Washington.

SECTION 13 - EQUIPMENT

The Contractor shall furnish all labor, equipment, tools and personnel for the operation of said collection service.

SECTION 14 – INSURANCE

The Contractor agrees to hold the City, its officers, and employees free and harmless from any loss, damage, or liability resulting from his operations under this contract. The Contractor also agrees to carry insurances as follows:

A) Public Liability - The Contractor shall carry a minimum coverage for personal injury of \$250,000 per person and \$500,000 per accident insuring both the Contractor and the City; also the Contractor shall carry a minimum of \$100,000 property damage public liability insurance.

B) Motor Vehicle Liability Insurance - The Contractor shall carry a minimum of

\$250,000 per person, and \$500,000 per accident, involving bodily injury as a result of motor vehicle accident; and \$100,000.00 property damage coverage per motor vehicle accident.

C) Worker's compensation and occupational diseases insurance shall be carried by the Contractor within the statutory limit.

The Contractor shall file with the City Clerk and maintain certificates of insurance, showing insurance required by this section to be in full force at all times during the term of this contract.

SECTION 15 - CHARGES AND RATES

A) Regular Collection Program. The City agrees to pay the Contractor for all services as stated for the collection and disposal of solid waste the sum of _____ (\$X.XX) per occupied dwelling unit per month, payable on or about the first day of each month for the immediately preceding month. The total number of occupied dwelling units will be determined on a regular basis by the City based upon the total number of residential water meters in service.

B) Recyclable Materials Collection Program. The City agrees to pay the Contractor for all services associated with the Recyclable Materials Collection Program at the sum of _____ (\$X.XX) per recycling cart issued by the City per month.

C) Spring Clean-up or Fall Clean-up. The City agrees to pay the Contractor for all services associated with Spring Cleanup or Fall Cleanup at the sum of _____ (\$X.XX) per eligible dwelling unit (as determined by paragraph A above) for each clean-up event, plus _____ (\$X.XX) per appliance affixed with a city-issued appliance sticker.

D) The City agrees to pay the Contractor the sum of \$_____ per month for all solid waste and recyclable materials collected from city-owned facilities, in accordance with Section 3 herein.

E) The Contractor agrees to provide pickup of residential recycling as needed, at a rate of \$_____ per dump. The Contractor agrees to provide cardboard pickup from the same site on a weekly basis at no additional charge.

F) The Contractor agrees to pay all SEMCO tipping fees incurred by the Contractor pursuant to this Agreement.

G) Landfill Cost Increase Surcharge. The City agrees to pay pass-through surcharges for future landfill tipping fee increases charged by the SEMCO landfill. The tipping fee surcharge applies only to a part of the monthly charges that may be attributable to landfill costs, and, for the purposes of this surcharge, the parties agree that tipping fees constitute 35 percent of the monthly charge for solid waste collection and disposal services. (For example, assume landfill charges comprise 35 percent of the cost for service, the monthly per household charge is \$3.00 and the tipping fee increase is 15 percent. As such, \$1.05 ($3.00 \times .35 = 1.05$) of the monthly charge that is allocated to tipping fees shall increase by

15 percent to \$1.27 (1.05 x.15=1.27). The new household rate due to the surcharge will be \$3.22 per month (\$3.00 + (1.27-1.05) = 3.22)). The same principle will be applied in reverse should landfill tipping fees decrease, in that this decrease in cost will be passed along to the City.

SECTION 16 – COMMERCIAL

The Contractor shall have the right to contract with any commercial establishments within the City, in accordance with City Code, for the collection and hauling of solid waste at any rate agreed upon by the commercial establishments and the Contractor.

SECTION 17 - FAILURE TO PERFORM

In the event that the Contractor shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the subject of processing in bankruptcy (including any procedures under the bankruptcy laws of the State of Iowa), or shall become the subject of any proceedings for the appointment of a receiver, or in the event of any assignment by the Contractor for the benefit of its creditors, or the taking of its trucks, equipment, vehicles, or other facilities used in connection with the performance of the work under any execution against the Contractor, in such events, the City of Washington, Iowa may, at its option upon five (5) days written notice, declare the Contractor to be in breach of this Agreement and declare same canceled and terminated and shall, in addition, be entitled to recover any damages and take such other action and seek other remedies as may be permitted by law.

SECTION 18 - COMPLAINTS

All complaints shall receive a response from the Contractor within 24 hours. The Contractor shall provide a local or toll-free telephone number or answering service, staffed continuously from 8 A.M. to noon and from 1 P.M. to 5 P.M. Monday through Friday, except holidays. An answering machine will not be acceptable. This telephone number shall be prominently advertised at least once per week for at least two months in the local newspaper and until such time as it can be prominently listed in the local telephone directory in the white and yellow pages.

SECTION 19 - CONTRACTOR PERSONNEL

The Contractor shall assign a qualified person or persons to be in charge of services under this contract, and shall give the name of such a person or persons to the City. Any information regarding experience shall also be furnished. Each employee of the Contractor shall at all times carry a valid operator's license for the type of vehicle he is driving. The City may request the dismissal of any employee of the Contractor who violates any provision hereof, or is wanton, negligent, or discourteous in the performance of his duty. The Contractor shall provide operating and safety training for all personnel. At least one employee of each collection crew shall be trained in first aid, and each vehicle shall be equipped with a first aid kit. No person shall be illegally denied employment by the Contractor.

SECTION 20 - COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this contract in compliance with all applicable laws, including the laws of the State of Iowa, The United States of America, and the City of Washington.

SECTION 21 – INDEMNITY

The Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney fees incident to any work done in the performance of this contract. The City reserves the right to retain independent counsel of its choice in the event of any dispute or legal action.

SECTION 22 – ASSIGNMENT

No assignment of this contract or any right occurring under this contract shall be made in whole or in part by the Contractor without the express written consent of the City. In the event of any assignment with the approval of the City, the assignee shall assume all liability of the Contractor under this agreement.

SECTION 23 - PERMITS AND LICENSES

The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinances, and shall maintain the same in full force and effect.

SECTION 24 - EXCLUSIVENESS OF CONTRACT

The Contractor may provide, upon a non-exclusive basis, for collection of solid waste and rubble from commercial and industrial places of business within the City, upon reaching agreement with owner or operator thereof. The Contractor shall not be deemed to preclude any person in charge of industrial or commercial property from entering into a contract for solid waste or rubble removal with any other person, firm or corporation licensed to carry on this type of business by the City.

SECTION 25 - LIQUIDATED DAMAGES

The Contractor shall pay the sum of One Hundred Fifty Dollars (\$150) as liquidated damages, plus the daily rate based on the bid quotation price, to the City of Washington, Iowa, for each and every day that the Contractor shall fail or refuse to perform his duties and obligations or to comply with the provisions of the contract documents. The Contractor shall further pay as liquidated damages, the sum of Ten Dollars (\$10) for each dwelling pickup point which, after investigation by the City, has been determined by said City to have been missed on any collection day; provided, however, that the Contractor shall not be penalized for a missed collection point if a pickup at any such pickup point is subsequently made within twenty-four (24) hours of the appointed pickup time.

The above described damages shall be deducted from any sums of money that may be due or shall become due to the Contractor under this agreement.

The Contractor shall not be so penalized as hereinabove provided if such failure shall be beyond his control due to acts of God.

SECTION 26 - RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor or any provisions hereof shall in no way effect the right of the City thereafter to enforce the same, nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 27 – LIMITED REOPENER RIGHTS RESERVED

The City reserves the right to reopen the contract for the purposes of negotiating amended terms related to any possible mid-term changes to the intergovernmental agreement regarding the Washington County Recycling Center, or for such additional purposes as may be mutually agreed upon. Any such changes, including any increase or decrease in the Contract prices, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated as written amendments to this Contract.

SECTION 28 – NOTICE

A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this agreement:

City: City of Washington
215 E. Washington Street
Washington, Iowa 52353

Contractor: _____

SECTION 29 - CITY COUNCIL OF WASHINGTON

Wherever in this agreement reference is made to actions that must be taken by the City, it shall mean the City Council of Washington, Iowa, or its delegated representative.

SECTION 30 - EFFECTIVE DATE

This contract shall become effective and the Contractor shall begin collection of solid wastes under this contract immediately upon its execution by the parties.

City of Washington, Iowa

CONTRACTOR

By Sandra Johnson, Mayor

By

ATTEST:

By Illa Earnest, City Clerk

SOLID WASTE/RECYCLING SERVICES PROPOSAL

Name of Contractor:

Address:

Phone Number:

Name of Principal and
email address::

PROPOSED CHARGES

	Effective 7/1/2013	Effective 7/1/2014	Effective 7/1/2015
<u>Monthly rate</u> for one time per week residential garbage service using resident-owned container(s) per month <u>per unit</u> .	\$	\$	\$
<u>Monthly rate</u> for one time per week residential recyclable materials collection services <u>per cart</u> issued by the City (at the same address as garbage service).	\$	\$	\$
<u>Monthly rate</u> for the collection of solid waste and recyclable materials from city-owned properties in accordance with Section 3 of the sample contract.	\$	\$	\$
The rate per eligible dwelling unit <u>per</u> Spring Clean-up or Fall Clean-up <u>event</u> , respectively.	\$	\$	\$
The rate <u>per appliance</u> for collection and proper disposal.	\$	\$	\$

NOTE: The City agrees to pay a surcharge to cover future SEMCO landfill cost increases pursuant to sample agreement Section 15 (F).

NARRATIVE

Please include the following information in your proposal:

- Describe your Company's experience and qualifications
- Describe your customer service program in detail.
- Provide resumes of key employees.
- Provide references of other cities, if available, or other customers. Include the contact name, position, phone number, and email address.
- Describe your truck fleet and type of recycling trailers that will be utilized.

USGS Proposed Monitoring and Modeling in West Branch, IA
Greg Nalley, Dan Christiansen, and Jon Nania
U.S. Geological Survey Iowa Water Science Center
March 16, 2015

The U.S. Geological Survey (USGS) Iowa Water Science Center proposes to install three streamgages and three raingages in the Wapsinoc Creek watershed along with developing a flood inundation model. This work would benefit the City of West Branch for several reasons. The streamgages and raingages will provide real-time information, allowing city officials and residents to view current levels in the creek and rainfall data at multiple locations to be better prepared for the possibility of flooding. These monitoring locations will also assist city officials in implementing flood mitigation practices. Historical data from these locations will also form the foundation for various studies. The flood inundation model will result in the determination of inundated areas at different water levels before flooding occurs. All data from the streamgages, raingages, and model will be quality-assured to published USGS polices and will be legally defensible.

One streamgage will be located at the College Street Bridge. This streamgage will include continuous monitoring of stage and discharge. Another streamgage would be installed upstream of the College Street bridge near the confluence of the east and west branches of the Wapsinoc Creek, near the foot bridge on the Hoover trail north of the dog park. This streamgage will be operated as a seasonal streamgage from March 1 to November 30, reporting real-time stage data via the world wide web. The streamgage will monitor both branches simultaneously. The raingages will be installed at three locations in the watershed agreed by the USGS and City of West Branch. These raingages will be calibrated and cleaned according to published USGS polices. All streamgages and raingages will be visited by USGS personnel at approximately six-week intervals, with additional visits as required for maintenance. The real-time data will be monitored daily by USGS personnel and any problems will be quickly remedied. Discharge measurements will be made at each routine visit to the College Street streamgage to develop and maintain the stage-discharge relation, because such relations are dynamic and are not static. Additional discharge measurements will be made during flood events. All data will be publically available and approved on USGS webpages. Any costs for maintenance or equipment replacement are included in the annual agreements. The cost of this work including installation, operation, and maintenance until September 30, 2015, is as follows (the same cost is expected for a full year of operation in federal fiscal year 2016):

	<u>West Branch</u>	<u>USGS</u>	<u>Total</u>
College Street Streamgage	\$8,960	\$5,980	\$14,940
East and West Branch Streamgage	\$5,040	\$3,360	\$8,400
Raingages	\$4,320	\$2,880	\$7,200
Total	\$18,320	\$12,220	\$30,540

The flood inundation model (HEC-RAS) would be constructed to provide a hydrologic and hydraulic assessment of the West Branch of Wapsinoc Creek watershed (Figure 1). In addition to streamgage and raingage data collection, detailed channel and structure data will be collected. A field survey using survey grade GPS of channel cross sections, bridge/culvert crossings, and outlet of retention structures will be completed. Further engineering plans (Bridge, culvert, and structure footprints) will be collected from the County and City engineers, and field measured when not available. A HEC-RAS model will be

constructed while field data collection activities are on-going using LIDAR data to develop the base geometries. Field data will be added to the HEC-RAS model upon completion and flood inundation scenarios will be simulated. A set of scenarios will be defined by the City of West Branch along with future National Park Service flood mitigation plans to evaluate best management practices to mitigate future flooding of West Branch. A USGS Scientific Investigations Report will be published documenting the HEC-RAS model.

	<u>West Branch</u>	<u>USGS</u>	<u>Total</u>
Channel/Structure survey FY15/16	\$9,300	\$6,200	\$15,500
HEC-RAS base model FY15	\$5,400	\$3,600	\$9,000
HEC-RAS field/scenarios FY16	\$15,840	\$10,560	\$26,400
USGS Scientific Investigations Report	\$13,440	\$8,960	\$22,400
Total	\$43,980	\$29,320	\$73,300

The costs for streamgages and raingages will be an annual amount. However the flood inundation model proposal will be a two year Joint Funding Agreement which will spread the costs over a two year period. If this work is agreed upon, a joint-funding-agreement will need to be signed by both the USGS and the City of West Branch. Please let us know if you have any questions. Thank you,

Greg Nalley
319-358-3630
gmnalley@usgs.gov

Dan Christiansen
319-358-3639
dechrist@usgs.gov

Jon Nania
319-358-3655
jfnania@usgs.gov

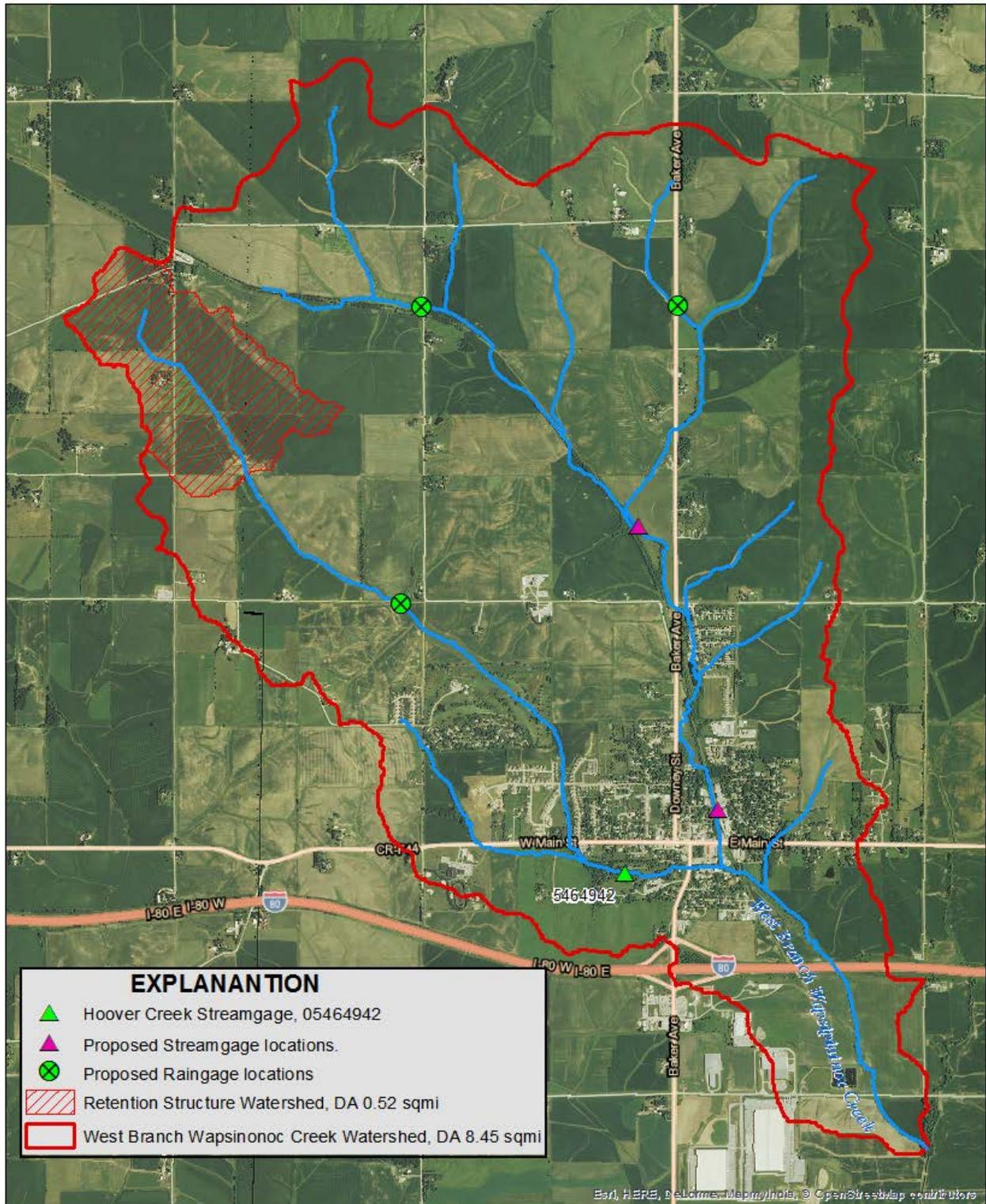


Figure 1. West Branch Wapsinoc Creek Watershed