



**PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY FEBRUARY 1, 2021 IN THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH, IOWA.**

Mayor	Roger Laughlin	<a href="mailto:mayor@westbranchiowa.org">mayor@westbranchiowa.org</a>
Mayor Pro Tem	Colton Miller	<a href="mailto:mcolton@rocketmail.com">mcolton@rocketmail.com</a>
Council Member	Jodee Stoolman	<a href="mailto:j.stoolmanwbcc@yahoo.com">j.stoolmanwbcc@yahoo.com</a>
Council Member	Nick Goodweiler	<a href="mailto:nickgoodweilerwbcc@gmail.com">nickgoodweilerwbcc@gmail.com</a>
Council Member	Tom Dean	<a href="mailto:tdiowa@hotmail.com">tdiowa@hotmail.com</a>
Council Member	Jerry Sexton	<a href="mailto:jerrysextonwb@gmail.com">jerrysextonwb@gmail.com</a>
City Administrator	Redmond Jones II	<a href="mailto:rjonesii@westbranchiowa.org">rjonesii@westbranchiowa.org</a>
City Attorney	Kevin Olson	<a href="mailto:kevinolsonlaw@gmail.com">kevinolsonlaw@gmail.com</a>
Deputy City Clerk	Leslie Brick	<a href="mailto:leslie@westbranchiowa.org">leslie@westbranchiowa.org</a>

**Please note:** *Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. Electronic Meeting (Pursuant to Iowa Code section 21.8) An electronic meeting is being held because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff and the public presented by COVID-19. You can watch and/or participate in the meeting at the following link <https://zoom.us/j/5322527574> or dial in phone number 1-312-626-6799 with Meeting ID 532 252 7574. A video of the meeting will also be made available February 5<sup>th</sup> on the City Website. For your safety and the safety of others please explore all available opportunities to participate by phone or computer. If you are unable to attend or participate by computer or phone, you may come to City Hall as an audience member.*

**AGENDA**

- A. Call to Order**
- B. Opening Ceremonies**
  - 1. Pledge of Allegiance
  - 2. Welcome
- C. Roll Call**
- D. Guest Speaker, Presentations and Proclamations.**
- E. Public Comment**

*Anyone wishing to address the City Council may come forward when invited; please state your name and address for the record. Public comments are typically limited to three minutes, and written comments may be submitted to the Deputy City Clerk.*
- F. Approve Agenda / Consent Agenda / Move to Action**

*"Turning Vision into Reality is our Business"*

*Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the Public wishes to discuss any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion.*

1. **Motion to Approve** Meeting Minutes for City Council Meeting January 19, 2021.
2. **Motion to Approve** the Destruction of Certain Records with Shred-it Services Listed on Records Destruction Form per the Record Manual for Iowa Cities.
3. **Motion to Set the Public Hearing** on Plans, Specifications, Form of Contract and Estimate of Cost for the I-80 Water Main Relocation project for February 16<sup>th</sup> at 7:00pm.
4. **Motion to Approve** the Claims Report.

**G. Public Hearing / Non-Consent Agenda**

1. **Public Hearing:** Considering the Maximum Tax Dollars from Certain Levies To Be Certified in the Proposed Fiscal Year 2021-2022 Budget.
2. **Resolution 1975** – Approving the Maximum Tax Dollars from Certain Levies for the City’s Proposed Fiscal Year 2021-2022 Budget.
3. **Resolution 1976** – A Resolution Approving An Engineering Services Agreement Between Veenstra & Kimm, Inc. and the City of West Branch, Iowa for the 2021 Bridge Inspection and Load Rating.
4. **Resolution 1977** – A Resolution Authorizing the Completion and Submission of a Clean Water SRF “Sponsored Project Application”, and the Related Agreement for Engineering Services.
5. **Motion to Approve** Revenue Estimates to be incorporated in the City Administrator’s Recommended Budget.
6. **Motion to Approve** the Salary Plan Intended to be incorporated into the City Administrator’s Recommended Budget.
7. **Motion to Approve** the Non-Salary Department Expenditures (City Goals That Will Be Funded in the Proposed Budget).
8. **Motion to Approve** the transferal from current city e-mail service to Google Workspace.

**H. Reports**

1. City Administrator’s Report
2. City Attorney Report
3. Staff Hearsays

**I. Comments from the Mayor and City Council Members**

**J. Adjournment**

*"Turning Vision into Reality is our Business"*

*(The following is a synopsis of the minutes of the West Branch City Council meeting. A video recording is available for inspection on the City of West Branch Website at [westbranchiowa.org/city-of-west-branch/mayor-city-council/meetings/](http://westbranchiowa.org/city-of-west-branch/mayor-city-council/meetings/). The minutes are not approved until the next regularly scheduled City Council meeting.)*

**West Branch, Iowa  
Council Chambers**

**City Council  
Regular Meeting**

**January 19, 2021  
7:00 p.m.**

*An Electronic Meeting (pursuant to Iowa Code Section 21.8) of the City Council of the City of West Branch, Cedar County, IA was held on Tuesday, January 19, 2021 at 7:00 p.m. because a meeting in person was impossible or impractical due to concerns for the health and safety of Council Members, Staff and the Public presented by COVID-19.*

*Until further notice, all of our Council Meetings will be held electronically. Persons may still attend, observe and participate in the meeting at the Council Chambers, City Office, 110 N. Poplar St, West Branch, Iowa. Social distancing practices shall be observed for any persons attending the meeting in person at City Hall.*

Mayor Roger Laughlin called the West Branch City Council regular meeting to order at 7:01 p.m. Roll call: Council members: Colton Miller, Jodee Stoolman, Jerry Sexton, Tom Dean and Nick Goodweiler were present. City Staff present: City Administrator Redmond Jones II, Deputy Clerk Leslie Brick and Finance Officer Gordon Edgar. City Staff attending via Zoom: Police Chief John Hanna, Public Works Director Matt Goodale, Park & Recreation Director Melissa Russell, Library/IT Director Nick Shimmin and City Engineer Dave Schechinger.

### **GUEST SPEAKER PRESENTATIONS**

#### Fire Chief Stoolman – Fire Department Budget Presentation.

Stoolman presented his budget noting a six thousand dollar increase request. Stoolman requested additional dollars for utility services (\$1000), equipment (\$3000) and medical supplies (\$2000). Stoolman reported that revenues are expected to remain the same. Stoolman said that the volunteer department responded to 536 calls in 2020 and the annual report would be completed soon and presented to the Council at a future meeting.

#### Matt Goodale – Department Budget Presentation for Public Works.

Goodale reviewed his budget highlights with increases in salaries and wages due to the addition of the FY20 new employee hired in December and two temporary employees to be hired for mowing this summer. Goodale requested additional dollars in the areas of vehicle repair and maintenance, minor equipment, vehicle set aside, and capital improvement projects. Goodale listed some of the projects to be completed based on the Council's goals and priorities such as: chloride removal at 348 Cookson Street (\$20,000), Greenview Drive water main installation – north loop (\$70,000), purchase of a 2021 F550 (\$68,000), purchase of a 2021 lawn tractor (\$21,000), street patches (\$30,000), seal coat street patching (\$40,000), and concrete a portion of the parking lot at the city shop (\$10,000).

#### Redmond Jones II, Leslie Brick, Gordon Edgar: Administration – Online Utility Billing Presentation, Fund Balance Health Presentation, and Department Budget Summary.

Brick presented the online payments feature for the Council. Brick said this was a goal of the Council for FY21 and said that the project is now complete. Brick demonstrated how residents could pay their water bill online through the new system (via the city website) along with registering their utility account to gain other features such as scheduling payments, signing up for billing alerts and emails. Brick said the new system has been live for just over three weeks and sixty residents had registered their accounts and more than one hundred paid their bill online.

Jones gave a short reminder on the budget and finance process and definitions used when discussing fund balance health.

Edgar presented the clerk's report and reviewed what makes up the current bank balance to provide the Council a clearer picture of how money is distributed within the revenue sources. Edgar added that the City received additional revenues in 2020 that were unexpected such as; \$70,000 building permit (from the school project), \$59,000 from the Iowa Cares Act due to COVID-19, \$80,000 in the sale of city property, \$34,000 in additional LOST dollars and \$68,000 from the State of Iowa for the College Street Bridge project. Edgar said that those extra revenues will help fund some upcoming projects. In closing, Edgar stated that the overall bank balance is currently approximately one million dollars more than it was at this time last year.

### **PUBLIC COMMENT**

There were no public comments.

### **CONSENT AGENDA**

**Motion to Approve** Meeting Minutes for City Council Meeting January 4, 2021.

**Resolution 1973** – A Resolution Adopting a Policy Authorizing the City Clerk or Deputy City Clerk to Pay Certain Bills Prior to the City Council's Approval.

**Motion to Accept** the Police Department Calendar Year End Report.

**Motion to Set a Public Hearing** on February 1, 2021, Considering the Maximum Tax Dollars from Certain Levies to be certified in the Proposed Fiscal Year 2020-2021 Budget.

**Motion to Set a Public Hearing** on February 1, 2021 for a Public Hearing Regarding the I-80 Water Main Relocation.

**Motion to Set a Bid Date** on February 10, 2021 for Bidding Plans, Specifications, Form of Contract, and Estimated Cost Regarding the I-80 Water Main Relocation.

**Motion to Approve** a Class E Liquor License for AJ's Jack & Jill, Located at 115 W. Main Street, West Branch, Iowa

**Motion to Approve** the LL Pelling Seal Coat Unit Pricing for 2021.

**Motion to Approve** the Claims Report.

January Claims and December Revenues

EXPENDITURES	1/19/2021	
ALLIANT ENERGY	ALLIANT ENERGY	9,736.11
ALTORFER INC	VEHICLE MAINTENANCE & SUPPLIES	292.49
AMAZON	BOOKS	822.15
AMAZON.COM.CA.,INC.	SUPPLIES	37.98
ASCAP	ANNUAL LICENSE FEE	367.00
AT & T MOBILITY	WIRELESS SERVICE	369.93
BAKER & TAYLOR INC.	BOOKS	516.18
BEAN & BEAN	GRAVE OPENINGS	1,650.00
BMI	ANNUAL MUSIC LICENSE FEE	368.00
CEDAR COUNTY RECORDER	RECORDING FEES	35.00
CI COOPER & ASSOCIATES	PREEMPLOYMENT SERVICES	35.00
CULLIGAN WATER TECHNOLOGIES	WATER SOFTENER SERVICE	23.20
ELDON C STUTSMAN INC	SUPPLIES	732.32
F&B COMMUNICATIONS INC	HOSTING SERVICE	179.70
GALLS, LLC	SUPPLIES	95.92
HAWKINS INC	AZONE	356.99
HI-LINE ELECTRIC COMPANY INC	HI-LINE ELECTRIC COMPANY INC	85.05
HOTSY CLEANING SYSTEMS	EQUIPMENT REPAIR	626.52
ILLINOIS LIBRARY ASSOCIATION	PROGRAM SUPPLIES	216.10
IMWCA	IMWCA	2,345.00
IOWA ASSN. MUN. UTILITIES	SAFETY TRAINING	733.51
IOWA LAW ENFORCEMENT ACADEMY	ADMINISTRATIVE FEE	125.00
IOWA ONE CALL	UTILITY LOCATION SERVICE	61.20
JOHNSON COUNTY REFUSE INC.	RECYCLING & TRASH - DEC 2020	15,576.50
KANOPI	VIDEO RENTALS	34.00
LINN COUNTY R.E.C.	STREET LIGHTS	185.40
LYNCH'S PLUMBING INC	LYNCH'S PLUMBING INC	81.10
MERCY IOWA CITY PHYSICIAN & CLINIC SERVICES	PHYSICAL - CILEK	137.00
MESADYNE CORPORATION	SUPPLIES	66.50
MIDWEST FRAME & AXLE	VEHICLE REPAIR	3,431.60
DEBORAH RAMSEY	REFUND	10.00
OVERDRIVE INC	EBOOK	3.49
PITNEY BOWES INC	POSTAGE METER RENTAL	59.49
PORT 'O' JONNY INC.	SERVICE-WAPSI PARK	228.00
QUILL CORP	OFFICE SUPPLIES	16.26
RIVER PRODUCTS COMPANY INC	ROAD ROCK	1,231.47
STATE HYGIENIC LAB	LAB ANALYSIS	27.00
US BANK EQUIPMENT FINANCE	COPIER MACHINE LEASE	106.25
WALMART COMMUNITY/RFCS LLC	SUPPLIES	204.58
WEST BRANCH TIMES	LEGAL PUBLICATIONS	489.64
WEX BANK	VEHICLE FUEL	1,169.68
TOTAL		42,868.31
PAYROLL	1/8/2021	48,023.70
PAID BETWEEN MEETINGS		
UMB	INTEREST-BANK FEES	1,250.00
WAGeworks	EMPLOYEE FLEX PLAN	31.96
GLOBAL PAYMENTS INTEGRATED	CREDIT CARD FEES	38.22
CEDAR COUNTY COOPERATIVE	VEHICLE FUEL	658.74
MELISSA RUSSELL	HAND SANITIZER	180.45
TOTAL		2,159.37
GRAND TOTAL EXPENDITURES		93,051.38
FUND TOTALS		
001 GENERAL FUND	42,778.30	
022 CIVIC CENTER	532.17	
031 LIBRARY	7,675.41	
036 TORT LIABILITY	2,164.30	
110 ROAD USE TAX	13,131.87	
112 TRUST AND AGENCY	4,932.24	
226 DEBT SERVICE	1,250.00	
600 WATER FUND	11,535.02	
610 SEWER FUND	9,020.11	
950 FLEXIBLE BENEFITS	31.96	
GRAND TOTAL	93,051.38	

001 GENERAL FUND	107,127.52
022 CIVIC CENTER	524.38
031 LIBRARY	527.69
036 TORT LIABILITY	1,212.30
110 ROAD USE TAX	28,476.77
112 TRUST & AGENCY	7,684.88
119 EMERGENCY TAX FUND	1,058.83
121 LOCAL OPTION SALES TAX	20,470.41
125 TIF	6,752.43
226 DEBT SERVICE	9,404.21
310 COLLEGE ST BRIDGE REPLACEMENT	34,072.07
500 CEMETERY PERPETUAL FUND	420.00
501 KROUTH PRINCIPAL FUND	234.87
502 KROUTH INTEREST FUND	62.89
600 WATER FUND	53,605.84
610 SEWER FUND	48,389.67
740 STORM WATER UTILITY	5,340.75
TOTAL	325,365.51

Stoolman questioned the LL Pelling quote and said she thought it was higher than previous years. Goodale confirmed that the price quoted this year was in fact higher and said he could solicit quotes from other companies. The Council thought that was acceptable and directed Goodale to obtain other quotes.

Motion by Miller, second by Goodweiler to table the LL Pelling quote. AYES: Miller, Goodweiler, Dean, Stoolman, Sexton. NAYS: None. Motion carried.

Motion by Miller, second by Goodweiler approve agenda/consent agenda approve remaining items. AYES: Miller, Goodweiler, Sexton, Stoolman, Dean. NAYS: None. Motion carried.

## **PUBLIC HEARING / NON-CONSENT AGENDA**

### Resolution 1974 – Consider Amending the Recreation Facility, Park & Sport Field Use and Fee Policy. /Move to action.

Sexton stated that he felt the non-resident fees may be a little low for field reservations and asked Russell how she determined them. Russell responded that other surrounding community's fees were reviewed and said that these fees were in line with those. Russell said she didn't want to over price the fields to encourage use and felt that concession stand sales would generate the most revenue. Russell said these fees can be reviewed annually to see if adjustments are needed.

Motion by Dean, second by Goodweiler to approve Resolution 1974. AYES: Dean, Goodweiler, Sexton, Miller, Stoolman. NAYS: None. Motion carried.

### Discussion: Merit Pay Proposal.

The proposal, originally designed by Councilperson Dean had been reviewed and modified after many discussions with the other council members, mayor and staff. While the Council admitted it was a good idea, more fact gathering is needed before fully implementing the merit pay proposal. The structure has been laid out, but more information is needed to determine job classifications (levels), appropriate pay ranges, performance evaluation training for supervisors and managers and a competitive market place analysis. This proposal would include an annual cost of living adjustment (COLA) for all employees.

### Discussion: Tentative Employee Pay Plan Starting Estimates.

Jones asked the Council to provide clear direction on FY22 employee salary adjustments. Jones said that this year's COLA is set at 1.38% but said that he felt comfortable with increasing that percentage up to 2.75. Stoolman felt that 1.38 % was adequate citing that employees were just given additional employee benefits in July. The council decided to anonymously submit their suggested employee increase based on the budget and not individual performance for FY22 until a merit pay system was implemented.

### Discussion: General Fund Departmental Non-Salary Expenditures.

Jones said that a new server for the city office was needed to ensure meeting the technology needs of staff to operate efficiently. Jones said there were no other major expenses planned for FY22.

### Discussion: East Side Five Year Capital Improvement Plan.

Jones said Goodale created a timeline for the east side water main improvements project. The five year plan lays out sections of streets to be addressed each year. Sexton suggested that the City try to tackle the whole project in three years rather than five. He said construction costs typically increase five percent each year which would just increase the project costs but by doing more sooner, the city may see some savings. Jones said he would discuss the recommendation with Goodale and determine how that could be accomplished.

### Discussion: Capital Improvement 5 year Outlook.

Jones laid out the five years Capital Improvements Plan and the projects the Council set as priorities. Jones reviewed the City's current debt capacity and said he would continue to look into possible funding sources for the projects for FY22.

## **CITY ADMINISTRATOR REPORT**

No report.

**CITY ATTORNEY REPORT**

Absent.

**STAFF REPORTS**

No reports.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Laughlin reported that he attended a Cedar County EMA meeting recently and the subject of radios again came up. The County is still having issues with the current system and is leaning toward purchasing a brand new system in the future. Laughlin said that all cities in the County would have to chip in toward the purchase price and is something to keep on the radar.

**ADJOURNMENT**

Motion to adjourn the regular meeting by Goodweiler, second by Miller. Motion carried on a voice vote. City Council meeting adjourned at 9:33 p.m.

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Roger Laughlin, Mayor

ATTEST: \_\_\_\_\_

Leslie Brick, Deputy City Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> the Destruction of Certain Records with Shred-it Services Listed on Records Destruction Form per the Record Manual for Iowa Cities.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Leslie Brick, Deputy City Clerk
<b>DATE:</b>	January 25, 2021

**BACKGROUND:**

See Records Destruction Form.

<b>STAFF RECOMMENDATION:</b>	Approve Motion – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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**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.

<b>Departmental Destruction</b>	
Date of Records Destruction: 2/15/2021 Department Name: Administration	<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.
Destruction Method:  Shredding _____ Discard _____ Outside Vendor <u>  x  </u>	
Destruction Witness:	

Description of Records The contents of each box should be listed separately	Inclusive Dates	Retention Period	Record Type
Utility billing account stubs	1/1-12/31/15	5 yrs	Utility Billing
Payroll information (W-2's, IPERS, State WH, 941, State Employment reporting)	1/1 - 12/31/15	5 yrs	Payroll

**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.





**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Motion to Set the Public Hearing</b> on Plans, Specifications, Form of Contract and Estimate of Cost for the I-80 Water Main Relocation project for February 16 <sup>th</sup> at 7:00pm.
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	January 27, 2021

**BACKGROUND:**

Set the date for Accepting Bids for the I80 Water Main Relocation Project.

Bid date will be February 10<sup>th</sup>

This is a DOT funded project and the City Council’s Approval is not required, but can be discussed / reviewed February 16<sup>th</sup> (if needed for any further action).

<b>STAFF RECOMMENDATION:</b> Approve Motion – Move to Action
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
<b>COUNCIL ACTION:</b>
<b>MOTION BY:</b>
<b>SECOND BY:</b>

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## **NOTICE OF PUBLIC HEARING**

### **I-80 WATER MAIN RELOCATION WEST BRANCH, IOWA**

Notice is hereby given that a public hearing will be held by the City of West Branch on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the I-80 Water Main Relocation project at its meeting at 7:00 p.m. on the 16<sup>th</sup> day of February, 2021, in the Council Chambers at City Hall, 110 North Poplar Street, West Branch, Iowa. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

The work will include but is not limited to the following improvements:

#### I-80 WATER MAIN RELOCATION

Construct I-80 Water Main Relocation including all labor, equipment, and materials necessary for removal of existing water main; installation of 12" water main; valves; hydrants; steel casing; grading; seeding; and associated work.

Sealed proposals will be received by the City Clerk of the City of West Branch, Iowa, at City Hall, 110 North Poplar Street, West Branch, Iowa, until 2:00 p.m. on the 10<sup>th</sup> day of February, 2021, for the construction of I-80 Water Main Relocation as described in the plans and specifications therefore, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the February 16<sup>th</sup> City Council Meeting or at such later time and place as then may be fixed.

Published by the order of the City of West Branch, Iowa.

CITY OF WEST BRANCH, IOWA,

Roger Laughlin, Mayor



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> the Claims Report.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Gordon Edgar, Finance Director
<b>DATE:</b>	January 27, 2021

**BACKGROUND:**

These are routine expenditures that include such items as payroll, budget expenditures, and other financial items that relate to City Council approved items and/or other day to day operational disclosures.

<b>STAFF RECOMMENDATION:</b> Approve Claims Report – Move to Action
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
<b>COUNCIL ACTION:</b>
<b>MOTION BY:</b>
<b>SECOND BY:</b>

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## EXPENDITURES

2/1/2021

ALTORFER INC	REPAIR PARTS	399.31
AMAZON	BOOKS, OFFICE & PROGRAM SUPPLI	406.87
BAKER & TAYLOR INC.	BOOKS	279.41
BIG COUNTRY SEEDS INC	ICE MELT	779.10
BOWERS CUSTOM SERVICES LLC	HAULING ROCK - CUBBY PARK	1,815.00
BROWN SUPPLY CO. INC.	SNOW PLOW CUTTING EDGES	6,297.00
CJ COOPER & ASSOCIATES	DRUG TEST	35.00
D&R PEST CONTROL	PEST CONTROL SERVICE	70.00
DEMCO	BUILDING SUPPLIES	626.64
HEIMAN FIRE EQUIPMENT	ECLIPSE CAMERA SN-DX01555	5,000.00
IOWA ONE CALL	UTILITY SERVICE LOCATION	35.10
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,562.26
LYNCH'S EXCAVATING INC	SNOW REMOVAL	1,125.00
MAINSTAY SYSTEMS, INC.	SOFTWARE LICENSES	328.00
OLSON, KEVIN D	LEGAL SERVICES- FEBRUARY, 2021	1,500.00
OVERDRIVE INC	BOOKS	718.14
PORT 'O' JONNY INC.	SERVICE CEMETERY	101.00
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	913.00
QUILL CORP	CLEANING SUPPLIES	58.93
UNUM LIFE INSURANCE COMPAN	UNUM LIFE INSURANCE COMPANY OF	674.14
VEENSTRA & KIMM INC.	I-80 WIDENING COORDINATION	190.00
VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	90.50
VEENSTRA & KIMM INC.	KOFRON PROPERTY PUD REVIEW	724.00
VEENSTRA & KIMM INC.	319 UTILITY RELOCATION & I-80 WIDENING	1,740.00
VEENSTRA & KIMM INC.	321 WIDENING WAPSI CREEK @ BERANEK PARK	3,888.50
VEENSTRA & KIMM INC.	WBHS SITE PLAN REVIEW	543.00
VEENSTRA & KIMM INC.	323 I-80 WEST, WATER MAIN RELOCATION	1,754.12
VEENSTRA & KIMM INC.	324 WW TREATMT FACILITY IMPROVEMENTS 2021	17,490.00
VEENSTRA & KIMM INC.	WFPO GRANT REVIEW	362.00
VERIZON WIRELESS	VERIZON WIRELESS	420.89
WELLMARK	JANUARY INSURANCE ADJUSTMENTS	17,578.88
WEST BRANCH COMM DEVELOPMENT	DOWNTOWN \$ FOR HOT MEAL GRANT	2,000.00
WEST BRANCH FORD	VEHICLE REPAIR	346.37

<b>TOTAL</b>	<b>CHECKS DATED 1-27-2021 MAILED 2/1/2021</b>	<b>69,852.16</b>
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<b>PAYROLL</b>	<b>1/22/2021</b>	<b>66,673.50</b>
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## PAID BETWEEN MEETINGS

## PAID 1-27-2021

CEDAR COUNTY COOPERATIVE	VEHICLE FUEL	508.21
JAB INK GRAFIX & DESIGNS	VEHICLE REPAIR	830.00
LEE CASSABAUM	VEHICLE REPAIR	3,098.35
SHIMMIN, NICK	WINTER READING PROGRAM PRIZES	20.00
<b>TOTAL</b>		<b>4,456.56</b>

**PAID PRIOR TO 1-27-2021**

BRICK, LESLIE	MILEAGE	20.33
CILEK, LOGAN	CLOTHING ALLOWANCE	205.98
MERCHANT SERVICES	CREDIT CARD FEES	59.91
WAGeworks-HEALTH EQUITY	EMPLOYEE FLEX PLAN	869.28
BUSINESS RADIO SALES	PAGER REPAIR	235.93
HOFFMAN, MEGAN	CLEANING SERVICE	234.00
HOTSY CLEANING SYSTEMS	VEHICLE MAINTENANCE SUPPLIES	381.00
MEDIACOM	CABLE SERVICE	41.90
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE METER	500.00
QUAD CITY SAFETY INC	CALIBRATION GAS	715.88
US BANK CORPORATE CARD	REPAIR PARTS, SUPPLIES	352.31
WEST BRANCH FIREFIGHTERS FOUNDATION	EQUIPMENT REPAIR	696.71
WEST BRANCH REPAIRS	VEHICLE REPAIR	173.98
<b>TOTAL</b>		<b>4,487.21</b>

**GRAND TOTAL EXPENDITURES****145,469.43****FUND TOTALS**

001 GENERAL FUND	40,792.69
022 CIVIC CENTER	98.88
031 LIBRARY	8,504.69
110 ROAD USE TAX	18,008.68
112 TRUST AND AGENCY	24,915.04
308 PARK IMP - PEDERSEN VALLEY	960.00
319 UTILITY RELOCATION & I-80 WIDENING	1,740.00
321 WIDENING WAPSI CREEK @ BERANEK PARK	3,888.50
323 I-80 WEST, WATER MAIN RELOCATION	1,754.12
324 WW TREATMT FACILITY IMPROVEMENTS 2021	17,490.00
600 WATER FUND	12,943.69
610 SEWER FUND	13,141.86
740 STORM WATER UTILITY	362.00
950 EMPLOYEE FLEX PLAN	869.28

**GRAND TOTAL****145,469.43**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	GENERAL FUND	IPERS	IPERS	603.80	
			IPERS	557.25	
		WELLMARK	PROT IPERS	574.09	
			PROT IPERS	579.78	
			DENTAL INSURANCE	66.22	
			DENTAL INSURANCE	66.23	
			HEALTH INSURANCE	749.48	
			HEALTH INSURANCE	749.49	
			TREASURER STATE OF IOWA	STATE WITHHOLDING TAX	703.22
			STATE WITHHOLDING TAX	716.85	
			STATE WITHHOLDING TAX	133.20	
			STATE WITHHOLDING TAX	28.40	
		TOTAL:	5,528.01		
		POLICE OPERATION	GENERAL FUND	JAB INK GRAFIX & DESIGNS LIBERTY COMMUNICATIONS MAINSTAY SYSTEMS, INC. LEE CASSABAUM	VEHICLE REPAIR
TELEPHONE SERVICE	302.84				
SOFTWARE LICENSES	328.00				
VEHICLE REPAIR	3,098.35				
TOTAL:	4,559.19				
FIRE OPERATION	GENERAL FUND	HEIMAN FIRE EQUIPMENT VERIZON WIRELESS LIBERTY COMMUNICATIONS	ECLIPSE CAMERA SN-DX01555	5,000.00	
			WIRELESS SERVICE	40.01	
			TELEPHONE SERVICE	89.39	
			TOTAL:	5,129.40	
HEALTH & SOC SERVICES	GENERAL FUND	WEST BRANCH COMMUNITY DEVELOPMENT GROU	DOWNTOWN \$ FOR HOT MEAL GR	2,000.00	
			TOTAL:	2,000.00	
PARK & RECREATION	GENERAL FUND	VERIZON WIRELESS LIBERTY COMMUNICATIONS	WIRELESS SERVICE	41.51	
			TELEPHONE SERVICE	280.58	
			TOTAL:	322.09	
CEMETERY	GENERAL FUND	PORT 'O' JONNY INC.	SERVICE CEMETERY	101.00	
			TOTAL:	101.00	
CLERK & TREASURER	GENERAL FUND	QUILL CORP LIBERTY COMMUNICATIONS	QUILL CORP	36.37	
			OFFICE SUPPLIES	15.35	
			TELEPHONE SERVICE	421.43	
			TOTAL:	473.15	
LEGAL SERVICES	GENERAL FUND	OLSON, KEVIN D	OLSON, KEVIN D	1,500.00	
			TOTAL:	1,500.00	
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	64.95	
			TOTAL:	64.95	
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	90.50	
			KOFRON PROPERTY-PUD REVIEW	724.00	
			WBHS SITE PLAN REVIEW	543.00	
			TOTAL:	1,357.50	
TOWN HALL	CIVIC CENTER	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	44.88	
			TOTAL:	44.88	
NON-DEPARTMENTAL	LIBRARY	IPERS	IPERS	336.75	
			IPERS	338.66	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TREASURER STATE OF IOWA	STATE WITHHOLDING TAX	187.34
			STATE WITHHOLDING TAX	221.14
			TOTAL:	1,083.89
LIBRARY	LIBRARY	OVERDRIVE INC	BOOKS	72.98
			BOOKS, AUDIO BOOKS	641.67
			BOOK	3.49
		DEMCO	BUILDING SUPPLIES	353.33
			BUILDING SUPPLIES	61.22
			OFFICE SUPPLIES	212.09
		SHIMMIN, NICK	WINTER READING PROGRAM PRI	20.00
		QUILL CORP	OFFICE SUPPLIES	7.21
		BAKER & TAYLOR INC.	BOOKS	183.76
			BOOKS	95.65
		D&R PEST CONTROL	PEST CONTROL SERVICE	70.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	212.18
		AMAZON	BOOKS, OFFICE & PROGRAM SU	24.95
			BOOKS, OFFICE & PROGRAM SU	179.78
			BOOKS, OFFICE & PROGRAM SU	202.14
			TOTAL:	2,340.45
NON-DEPARTMENTAL	ROAD USE TAX	IPERS	IPERS	350.56
			IPERS	331.89
		WELLMARK	DENTAL INSURANCE	21.23
			DENTAL INSURANCE	21.22
			HEALTH INSURANCE	300.69
			HEALTH INSURANCE	300.68
		TREASURER STATE OF IOWA	STATE WITHHOLDING TAX	191.34
			STATE WITHHOLDING TAX	199.01
			STATE WITHHOLDING TAX	33.30
			STATE WITHHOLDING TAX	7.10
			TOTAL:	1,757.02
ROADS & STREETS	ROAD USE TAX	LYNCH'S EXCAVATING INC	SNOW REMOVAL	1,125.00
		BROWN SUPPLY CO. INC.	SNOW PLOW CUTTING EDGES	6,297.00
		ALTORFER INC	REPAIR PARTS	384.46
			REPAIR PARTS	14.85
		CEDAR COUNTY COOPERATIVE	VEHICLE FUEL	508.21
		VERIZON WIRELESS	WIRELESS SERVICE	113.13
		VEENSTRA & KIMM INC.	I-80 WIDENING COORDINATION	190.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	48.67
		WEST BRANCH FORD	VEHICLE REPAIR	346.37
		BOWERS CUSTOM SERVICES LLC	SAND HAULING	255.00
			SNOW HAULING	600.00
		BIG COUNTRY SEEDS INC	ICE MELT	779.10
			TOTAL:	10,661.79
POLICE OPERATIONS	TRUST AND AGENCY	IPERS	PROT IPERS	860.67
			PROT IPERS	869.21
		WELLMARK	HEALTH INSURANCE	3,146.11
			DENTAL INSURANCE	152.71
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LIFE INSURANCE	61.00
			SHORT TERM DISABILITY	64.72
			LONG TERM DISABILITY	38.36
			TOTAL:	5,192.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
FIRE OPERATION	TRUST AND AGENCY	WELLMARK	JANUARY ADJUSTMENTS	1,844.01
			TOTAL:	1,844.01
BUILDING INSPECTIONS	TRUST AND AGENCY	IPERS	IPERS	39.04
			IPERS	42.59
			TOTAL:	81.63
ROADS & STREETS	TRUST AND AGENCY	IPERS	IPERS	526.13
			IPERS	498.10
		WELLMARK	HEALTH INSURANCE	1,762.66
			DENTAL INSURANCE	107.47
		UNUM LIFE INSURANCE COMPANY OF AMERICA	JANUARY ADJUSTMENTS	727.40
			JANUARY ADJUSTMENTS	325.08
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LIFE INSURANCE	29.75
			SHORT TERM DISABILITY	30.50
			LONG TERM DISABILITY	18.24
			UNUM LIFE INSURANCE COMPAN	33.67
			TOTAL:	4,059.00
LIBRARY	TRUST AND AGENCY	IPERS	IPERS	505.40
			IPERS	508.28
		WELLMARK	HEALTH INSURANCE	699.15
			DENTAL INSURANCE	28.25
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LIFE INSURANCE	40.41
			SHORT TERM DISABILITY	35.81
			LONG TERM DISABILITY	21.22
			TOTAL:	1,838.52
PARK & RECREATION	TRUST AND AGENCY	IPERS	IPERS	213.16
			IPERS	212.27
		WELLMARK	HEALTH INSURANCE	929.34
			DENTAL INSURANCE	74.68
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LIFE INSURANCE	17.54
			SHORT TERM DISABILITY	16.77
			LONG TERM DISABILITY	9.93
TOTAL:	1,473.69			
CEMETERY	TRUST AND AGENCY	IPERS	IPERS	306.05
			IPERS	273.36
		WELLMARK	HEALTH INSURANCE	597.24
			DENTAL INSURANCE	39.59
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LIFE INSURANCE	12.98
			SHORT TERM DISABILITY	14.52
			LONG TERM DISABILITY	8.77
TOTAL:	1,252.51			
MAYOR AND COUNCIL	TRUST AND AGENCY	IPERS	IPERS	41.08
TOTAL:				41.08
CLERK & TREASURER	TRUST AND AGENCY	IPERS	IPERS	233.87
			IPERS	234.03
		WELLMARK	HEALTH INSURANCE	367.04
			DENTAL INSURANCE	29.97
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LIFE INSURANCE	10.68
			SHORT TERM DISABILITY	17.89
			LONG TERM DISABILITY	11.08



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	904.56
LOCAL CABLE ACCESS	TRUST AND AGENCY	IPERS	IPERS	73.04
			IPERS	74.07
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LIFE INSURANCE	5.34
			SHORT TERM DISABILITY	5.61
			LONG TERM DISABILITY	3.32
			TOTAL:	161.38
INVALID DEPARTMENT	PARK IMP - PEDERSE	BOWERS CUSTOM SERVICES LLC	HAULING ROCK - CUBBY PARK	960.00
			TOTAL:	960.00
INVALID DEPARTMENT	RELOCATING WATER &	VEENSTRA & KIMM INC.	319 UTILITY RELOCATE & I-8	1,740.00
			TOTAL:	1,740.00
INVALID DEPARTMENT	WIDENING WAPSI CRE	VEENSTRA & KIMM INC.	321-CHANNEL WIDENING FLOOD	3,888.50
			TOTAL:	3,888.50
INVALID DEPARTMENT	I-80 WEST, WATER M	VEENSTRA & KIMM INC.	323 I-80 WEST WATER MAIN R	1,754.12
			TOTAL:	1,754.12
INVALID DEPARTMENT	WW TREATMT FAC IMP	VEENSTRA & KIMM INC.	WW TREATMENT FAC IMP 2021	17,490.00
			TOTAL:	17,490.00
NON-DEPARTMENTAL	WATER FUND	IPERS	IPERS	377.78
			IPERS	331.54
		WELLMARK	DENTAL INSURANCE	21.65
			DENTAL INSURANCE	21.65
			HEALTH INSURANCE	326.16
			HEALTH INSURANCE	326.16
		TREASURER STATE OF IOWA	STATE WITHHOLDING TAX	236.95
			STATE WITHHOLDING TAX	215.20
			STATE WITHHOLDING TAX	83.25
			STATE WITHHOLDING TAX	17.75
			TOTAL:	1,958.09
WATER OPERATING	WATER FUND	IPERS	IPERS	566.95
			IPERS	497.57
		IOWA ONE CALL	UTILITY SERVICE LOCATION	35.10
		WELLMARK	HEALTH INSURANCE	1,629.95
			DENTAL INSURANCE	95.32
		VERIZON WIRELESS	WIRELESS SERVICE	113.12
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	48.67
		CJ COOPER & ASSOCIATES	DRUG TEST	35.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LIFE INSURANCE	29.37
			SHORT TERM DISABILITY	33.90
			LONG TERM DISABILITY	20.50
			TOTAL:	3,105.45
NON-DEPARTMENTAL	SEWER FUND	IPERS	IPERS	355.93
			IPERS	326.26
		WELLMARK	DENTAL INSURANCE	18.25
			DENTAL INSURANCE	18.25
			HEALTH INSURANCE	273.72
			HEALTH INSURANCE	273.72
		TREASURER STATE OF IOWA	STATE WITHHOLDING TAX	223.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			STATE WITHHOLDING TAX	218.80
			STATE WITHHOLDING TAX	83.25
			STATE WITHHOLDING TAX	17.75
			TOTAL:	1,809.08
SEWER OPERATING	SEWER FUND	IPERS	IPERS	534.12
			IPERS	489.62
		WELLMARK	HEALTH INSURANCE	1,385.26
			DENTAL INSURANCE	82.85
		QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	913.00
		VERIZON WIRELESS	WIRELESS SERVICE	113.12
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	48.67
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LIFE INSURANCE	29.31
			SHORT TERM DISABILITY	33.02
			LONG TERM DISABILITY	19.93
			TOTAL:	3,648.90
STORM WATER UTILITY	STORM WATER UTILIT	VEENSTRA & KIMM INC.	WFPO GRANT REVIEW	362.00
			TOTAL:	362.00

===== FUND TOTALS =====

001	GENERAL FUND	21,035.29
022	CIVIC CENTER	44.88
031	LIBRARY	3,424.34
110	ROAD USE TAX	12,418.81
112	TRUST AND AGENCY	16,849.16
308	PARK IMP - PEDERSEN VALLE	960.00
319	RELOCATING WATER & SEWER	1,740.00
321	WIDENING WAPSI CREEK @ BE	3,888.50
323	I-80 WEST, WATER MAIN REL	1,754.12
324	WW TREATMT FAC IMP 2021	17,490.00
600	WATER FUND	5,063.54
610	SEWER FUND	5,457.98
740	STORM WATER UTILITY	362.00
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	GRAND TOTAL:	90,488.62
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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Public Hearing:</b> Considering the Maximum Tax Dollars from Certain Levies To Be Certified in the Proposed Fiscal Year 2021 – 2022 Budget.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	January 25, 2021

**BACKGROUND:**

<b>CITY NAME</b> West Branch	<b>NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY</b> Fiscal Year July 1, 2021 - June 30, 2022	<b>CITY CODE</b> 16-142
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

<b>Meeting Date:</b> 2/1/2021	<b>Meeting Time:</b> 7:00 PM	<b>Meeting Location:</b> City Council Chambers, City Office, 110 N. Poplar, West Branch, Iowa
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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

<b>City Web Site (if available):</b> <a href="https://westbranchiowa.org">https://westbranchiowa.org</a>		<b>City Telephone Number:</b> 319-643-5888			
<b>Iowa Department of Management</b>		<b>Current Year Certified Property Tax</b> 2020/2021	<b>Budget Year Effective Property Tax</b> 2021/2022**	<b>Budget Year Proposed Maximum Property Tax</b> 2021/2022	<b>Annual % CHG</b>
Regular Taxable Valuation	1	143,785,299	150,927,653	150,927,653	
<b>Tax Levies:</b>					
Regular General	2	\$1,164,661	\$1,164,661	\$1,222,514	
Contract for Use of Bridge	3	\$0	\$0		
Opr & Maint Publicly Owned Transit	4	\$0	\$0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5	\$0	\$0		
Opr & Maint of City-Owned Civic Center	6	\$18,885	\$18,885	\$18,885	
Planning a Sanitary Disposal Project	7	\$0	\$0		
Liability, Property & Self-Insurance Costs	8	\$44,451	\$44,451	\$44,451	
Support of Local Emer. Mgmt. Commission	9	\$8,908	\$8,908	\$9,465	
Emergency	10	\$38,822	\$38,822	\$38,822	
Police & Fire Retirement	11	\$0	\$0		
FICA & IPERS	12	\$161,782	\$161,782	\$161,782	
Other Employee Benefits	13	\$120,000	\$120,000	\$153,550	
<b>*Total 384.15A Maximum Tax Levy</b>	14	\$1,557,509	\$1,557,509	\$1,649,469	<b>5.90%</b>
<b>Calculated 384.15A Maximum Tax Rate</b>	15	\$10.83219	\$10.31957	\$10.92887	

<b>STAFF RECOMMENDATION:</b> Open Public Hearing / Public Feedback / Close Public Hearing
<b>REVIEWED BY CITY ADMINISTRATOR:</b>
<b>COUNCIL ACTION:</b>
<b>MOTION BY:</b>
<b>SECOND BY:</b>

*"Turning Vision into Reality is our Business"*



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Resolution 1975</b> – Approving the Maximum Tax Dollars from Certain Levies for the City’s Proposed Fiscal year 2021-2022 Budget.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Redmond Jones, City Administrator
<b>DATE:</b>	January 25, 2021

**BACKGROUND:**

What started as an Iowa State Legislature initiative to cap cities and counties from establishing potential tax rates increases that included expenditures increases over 2% on an annual basis. The Iowa State Legislature negotiated this proposal into what would become Iowa Code Senate File 634 – the Resolution Establishing Maximum Property Tax Dollars – notice – hearing process.

Commonly referred as the “Max Levy” process requires a resolution for a public hearing, a public notification, a public hearing, and a resolution establishing a maximum levy. The “Max Levy” does not apply to every levy that makes-up the tax rate. For example, debt levies are not applicable. Therefore the notion that the Max Levy is a direct indicator of the final outcome of the tax rate would be deceptive. It is recommended to over represent the “Max Levy” not because it would ever be needed, unless of some type of emergency management or financial crisis situation.

In most cases it is simply prudent to over represent the “Max Levy” to allow for the flexibility to budgetary meet the service delivery needs and desires of the organization, City Council, and the citizens. For more information on the “Max Levy” process, please see the following link <https://www.legis.iowa.gov/legislation/BillBook?ga=88&ba=sf634> for copy of Senate File 634 which explains the new budget process in detail.

<b>STAFF RECOMMENDATION:</b>	Approve Resolution 1975 / Move To Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

*"Turning Vision into Reality is our Business"*

<b>CITY NAME</b> West Branch	<b>NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY</b> <b>Fiscal Year July 1, 2021 - June 30, 2022</b>	<b>CITY CODE</b> 16-142
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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

<b>City Web Site (if available):</b> https://westbranchiowa.org		<b>City Telephone Number:</b> 319-643-5888		
<b>Iowa Department of Management</b>	<b>Current Year Certified Property Tax</b> 2020/2021	<b>Budget Year Effective Property Tax</b> 2021/2022**	<b>Budget Year Proposed Maximum Property Tax</b> 2021/2022	<b>Annual % CHG</b>
Regular Taxable Valuation	1 143,785,299	150,927,653	150,927,653	
<b>Tax Levies:</b>				
Regular General	2 \$1,164,661	\$1,164,661	\$1,222,514	
Contract for Use of Bridge	3 \$0	\$0		
Opr & Maint Publicly Owned Transit	4 \$0	\$0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		
Opr & Maint of City-Owned Civic Center	6 \$18,885	\$18,885	\$18,885	
Planning a Sanitary Disposal Project	7 \$0	\$0		
Liability, Property & Self-Insurance Costs	8 \$44,451	\$44,451	\$44,451	
Support of Local Emer. Mgmt. Commission	9 \$8,908	\$8,908	\$9,465	
Emergency	10 \$38,822	\$38,822	\$38,822	
Police & Fire Retirement	11 \$0	\$0		
FICA & IPERS	12 \$161,782	\$161,782	\$161,782	
Other Employee Benefits	13 \$120,000	\$120,000	\$153,550	
<b>*Total 384.15A Maximum Tax Levy</b>	14 \$1,557,509	\$1,557,509	\$1,649,469	<b>5.90%</b>
<b>Calculated 384.15A Maximum Tax Rate</b>	15 \$10.83219	\$10.31957	\$10.92887	

Explanation of significant increases in the budget:

West Branch is a growing community, with more residents come greater demand for services. The FY 2021 - 2022 General Fund Budget will need to keep pace with new personnel expenses, added expenses related to the operation of our new Cubby Park. The anticipated demand on General Fund will also need to reflect design expenses related to matching fundings with Johnson County needed for road improvements to Hoover Hwy.

If applicable, the above notice also available online at:

<https://westbranchiowa.org/wp-content/uploads/2021/01/20210111154533064.pdf>  
<https://www.facebook.com/cityofwestbranchiowa.com>

\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

\*\*Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

**RESOLUTION 1975**

**A RESOLUTION APPROVING THE MAXIMUM TAX DOLLARS FROM CERTAIN LEVIES FOR THE CITY’S PROPOSED FISCAL YEAR 2021-2022 BUDGET.**

**WHEREAS**, the City Council of the City of West Branch, Iowa, have considered the proposed Fiscal Year 2021-2022 city maximum property tax dollars for the affected levy total; and

**WHEREAS**, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts if applicable; and

**WHEREAS**, a public hearing concerning the proposed city maximum property tax dollars was held on February 1, 2021, at 7:00 pm at the West Branch City Hall, at 110 N. Poplar Street, West Branch, Iowa; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Branch, Iowa, that the maximum property tax dollars for the affected tax levies for FY 2021-2022 shall not exceed the following total:

Total maximum levy for affected property tax levies - \$1,649,469.00

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY 2021-2022 represents an increase of greater than 5.90% from the Maximum Property Tax dollars requested for FY 2020-2021.

**Roll Call Vote:**

Colton Miller	– Yea / Nay
Jodee Stoolman	– Yea / Nay
Nick Goodweiler	– Yea / Nay
Tom Dean	– Yea / Nay
Jerry Sexton	– Yea / Nay

\* \* \* \* \*

**Passed and approved this 1<sup>st</sup> day of February, 2021.**

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Resolution 1976</b> – A Resolution Approving an Engineering Service Agreement Between Veenstra & Kimm, Inc. and the City of West Branch, Iowa for the 2021 Bridge Inspection and Load Rating Required by IDOT.
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Dave Schechinger, City Engineer with Veenstra & Kimm Inc.
<b>DATE:</b>	January 25, 2021

**BACKGROUND:**

The City is required to complete inspection of bridges and file reports with Iowa Department of Transportation (IDOT) through their Structure Inventory and Inspection Management System (SIIMS) for structures exceeding 20 ft. in length. The attached agreement has been prepared for consideration by the City to have Veenstra & Kimm, Inc. complete the inspections and prepare the necessary structure inspection forms to submit to IDOT.

<b>STAFF RECOMMENDATION:</b>	Approve Resolution 1976 / Move To Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

## **ENGINEERING SERVICES AGREEMENT**

### **2021 BRIDGE INSPECTION AND RATING WEST BRANCH, IOWA**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "**CITY**," and Veenstra & Kimm, Inc., an Iowa Corporation, 3000 Westown Parkway, West Des Moines, IA 50266, hereinafter referred to as the "**CONSULTANT**."

**WHEREAS**, the **CITY** desires to have five (5) bridge and culvert structures inspected for the year 2021 as required by the Iowa Department of Transportation, referred to as the "Project"; and

**WHEREAS**, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services to complete the Project; and

**WHEREAS**, the **CONSULTANT** is qualified and capable of supplying said engineering services for a total fee not to exceed Two Thousand Seven Hundred and Fifty Dollars (\$2,750).

**WHEREAS**, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to complete the Project for a total consulting fee not to exceed Two Thousand Seven Hundred and Fifty Dollars (\$2,750) under the terms and conditions set forth below.

**NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:**

#### **I. SCOPE OF SERVICES.**

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

#### **II. TIME OF COMPLETION.**

The **CONSULTANT** shall complete the services to be rendered hereunder



in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

### **III. GENERAL TERMS AND PROVISIONS.**

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by

the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY**'s requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY**'s use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be

allowed to keep mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

#### **IV. COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not to exceed Two Thousand Seven

Hundred and Fifty Dollars (\$2,750). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the CITY would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

#### **V. INDEMNIFICATION.**

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

#### **VI. HAZARDOUS MATERIALS.**

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor

will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

#### **VII. INTERPRETATION.**

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

#### **VIII. SURVIVAL.**

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

#### **IX. CONTROLLING LAW.**

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to

mandatory arbitration or mediation in the event of a breach or dispute hereunder.

#### **X. HEADINGS.**

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

#### **XI. SEVERABILITY.**

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **XII. AUTHORITY.**

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

#### **XIII. FINAL AGREEMENT.**

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the **PROJECT**, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

**ACCEPTED & AGREED:**

**VEENSTRA & KIMM, INC.**

**CITY OF WEST BRANCH, IOWA**

\_\_\_\_\_  
**An Authorized Representative**

\_\_\_\_\_  
**Roger Laughlin, Mayor**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**An Authorized Representative**

\_\_\_\_\_  
**City Clerk**

## ENGINEERING SERVICES AGREEMENT

### 2021 BRIDGE INSPECTION AND RATING WEST BRANCH, IOWA

#### EXHIBIT "A"

#### SCOPE OF SERVICES:

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

- A) Routine inspection of five (5) bridge and culvert structures in 2021 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.
  - FHWA 012371, Main Street over West Branch Wapsinonic Creek
  - FHWA 012381, College Street over West Branch Wapsinonic Creek
  - FHWA 018431, Main Street over Drainage Ditch
  - FHWA 102161, 300<sup>th</sup> Street over West Branch Wapsinonic Creek
  - FHWA 505415, Orange Street over Drainage Ditch



## **ENGINEERING SERVICES AGREEMENT**

### **2021 BRIDGE INSPECTION AND RATING WEST BRANCH, IOWA**

#### **EXHIBIT "B"**

#### **TIME OF COMPLETION:**

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

- A) Routine inspection of five (5) bridge and culvert structures in 2021 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.  
Inspection completed in June of 2021, entry and approval in SIIMS by October 1, 2021.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

**ENGINEERING SERVICES AGREEMENT**  
**2021 BRIDGE INSPECTION AND RATING**  
**WEST BRANCH, IOWA**

**EXHIBIT "C"**

**COMPENSATION FOR SERVICES:**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

- A) The fee for routine inspection of five (5) bridge and culvert structures in 2021 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base shall be the lump sum fee of Two Thousand Seven Hundred and Fifty Dollars (\$2,750).

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

**ENGINEERING SERVICES AGREEMENT**

**2021 BRIDGE INSPECTION AND RATING  
WEST BRANCH, IOWA**

**EXHIBIT "D"**

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

**RESOLUTION 1976**

**A RESOLUTION APPROVING AN ENGINEERING SERVICE AGREEMENT BETWEEN VEENSTRA & KIMM, INC. AND THE CITY OF WEST BRANCH, IOWA FOR THE 2021 BRIDGE INSPECTION AND LOAD RATING REQUIRED BY IDOT.**

**WHEREAS**, the City of West Branch, Iowa has its four bridges inspected every twenty-four months to ensure the safety of its residents and visitors to the City; and

**WHEREAS**, Veenstra & Kimm Inc. has completed many of the tasks associated with bridge inspections in past years to the City of West Branch's satisfaction; and

**WHEREAS**, the services necessary to provide as adequate inspection include a routine inspection of five bridges and culvert structures, upper-deck inspection via ladder, update the load rating calculations if necessary; and

**WHEREAS**, these services should be complete in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements; and

**WHEREAS**, Veenstra & Kimm Inc. has prepared an Agreement to perform the aforementioned services which has been reviewed by the City Administrator 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 engineering services agreement be the same is hereby approved. Further, the Mayor and City Administrator are directed to execute said agreement on behalf of the City.

\* \* \* \* \*

**Passed and approved this 1<sup>st</sup> day of February, 2021.**

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Resolution 1977</b> – A Resolution Authorizing the Completion and Submission of a Clean Water SRF “Sponsored Project Application”, and the Related Agreement for Engineering Services.
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Dave Schechinger, City Engineer with Veenstra & Kimm Inc.
<b>DATE:</b>	January 25, 2021

**BACKGROUND:**

The City recently discussed pursuing an application through the Clean Water SRF Sponsored Project program and provided instruction to move forward with the application. The attached Engineering Services Agreement and supporting information are provided for Council consideration to enter into agreement with Veenstra & Kimm, Inc. working with Impact 7G to complete the necessary tasks to complete and submit the application on behalf of the City. The agreement with V&K includes the work and fee set out in the Impact 7G sub consultant agreement.

<b>STAFF RECOMMENDATION:</b>	Approve Resolution 1977 / Move To Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

*"Turning Vision into Reality is our Business"*



**Professional Services Agreement**

Project:	West Branch Watershed Assessment		
Property:	City of West Branch	Date:	1/8/2021

Client:	Veenstra & Kimm, Inc		
Contact:	Dave Schechinger		
Address:	860 22 <sup>nd</sup> Avenue, Suite 4		
City/State/Zip:	Coralville, IA 52241		
Phone:	319-466-1000		
Email:	dschechinger@v-k.net		

AGREEMENT made this January 8, 2021, by and between the service provider, Impact7G, Inc. ("Impact7G") and Veenstra & Kimm, Inc. ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: complete a Watershed Assessment for the City of West Branch.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

Impact7G agrees to provide professional services for the completion of the Watershed Assessment required as part of the submittal for an SRF Sponsored Projects Application Packet for the fall funding cycle due on September 1, 2021.

2. **Scope of Services**

This proposal provides for the service needed to complete the Watershed Assessment for the City of West Branch.

- A. Impact7G will partner with the CLIENT and the City of West Branch to complete the assessment.
- B. Kick-off Meeting: Video/Conference Call or Onsite
- C. On-site meeting (1)
- D. Impact7G will compile all pertinent information and forms to complete the Watershed Assessment. The assessment will:
  - a. Identify Watershed Quality Concern within the Watershed;
  - b. Identify Water Quality Objectives;
  - c. Summarizes of Previous Assessments and Planning Studies along with any current water quality projects;

- d. Watershed Mapping such as Inventory & Land Cover, Topography, Hydric Soil Presence, Slope, Run-Off (K-Factor), Population Density, Historic Aerial Images;
  - e. Identify Water Quality Goals & Objectives;
  - f. Identify, Evaluate and Prioritize Potential Water Quality Practices; and
  - g. Identify Partners and Organizations to Provide Letters of Support.
- E. Public Meeting: Attend and provide materials.
- F. Up to Two (2) Additional Meetings, if needed.

*Deliverable: Watershed Assessment Report and Public Meeting Materials*

3. **Impact7G Responsibilities** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities** Client hereby agrees to:

- (iii) Coordinate Meetings and information with the City of West Branch
- (iv) Provide assistance with gathering existing information and work with the City to complete task required which may include copies of previous reports, watershed planning studies, water quality data, other GIS shapefile or CAD file of parcel boundaries, storm sewer locations and other utilities, if available.
- (v) Other information available as needed.

5. **Schedule**

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. A tentative schedule will be delivered to the CLIENT for concurrence following the kick-off meeting.

6. **Project Cost, Payment and Termination**

The Client shall pay Impact7G the LUMP SUM cost of Ten Thousand Dollars (\$10,000) for the performance of this Agreement. Direct costs such as communications, postage, routine printing, and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

Invoices for Impact7G's services will be submitted monthly. Invoices for Lump Sum services will be based on percent work completed to date. Invoices for Time and materials will be invoices based on actual time and materials completed during that monthly billing cycle. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

7. **Work Product** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service shall remain the property of Impact7G.

All project documents including, but not limited to, plans and specifications furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold

harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site** The Client agrees that it shall be solely responsible for job site safety and warrants that this intent shall be made evident in the Client's agreements with any third parties. The Client also agrees that Impact7G and Impact7G's consultants shall be indemnified and shall be made additional insureds on the Client's general liability policies on a primary and non-contributory basis.

9. **Claims and Disputes** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Mediation** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with



subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. **Attorney's Fees** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. **Controlling Law** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. **Assignment** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

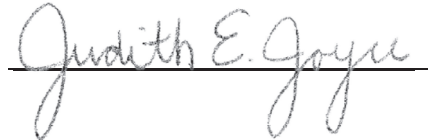
This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

Veenstra & Kimm, Inc.

Impact7G, Inc.

Accepted by: \_\_\_\_\_

Project  
Manager:



Printed/  
Typed Name: \_\_\_\_\_

Printed/  
Typed Name: Judith E. Joyce

Title: \_\_\_\_\_

Date: 1/8/2021

Date: \_\_\_\_\_



January 15, 2021

City of West Branch  
110 N. Poplar Street  
P.O. Box 218  
West Branch, Iowa 52358

**WEST BRANCH, IOWA  
SPONSORED PROJECT APPLICATION  
ENGINEERING SERVICES**

This letter contract sets forth the scope of services to be provided to assist the City in preparing an application to the Iowa Department of Natural Resources for inclusion in the Clean Water SRF Water Resources Restoration Sponsored Projects program. Veenstra & Kimm, Inc. will partner with Impact 7G to prepare a watershed assessment and complete the sponsored project application. The application will be reviewed with the City and will be submitted by September 1, 2021.

**SCOPE OF SERVICES**

We understand the services to prepare the application will include the following:

1. Identify locations for water quality practices and develop preliminary concepts and cost estimates for each. Initial discussions indicate that the West Branch Wapsinonoc Creek between Main Street and Interstate 80 as well as Hoover Creek between Main Street and Cubby Park are primary areas of interest. Additional areas will be investigated including waterways within the Meadows subdivision and Pedersen Valley subdivision. Previous studies and conceptual layouts will be reviewed.
2. Consult with Impact 7G to prepare a watershed assessment for the areas that contain potential water quality improvement projects.
3. Establish project goals and objectives; attend a public meeting to discuss with interested citizens and City staff.
4. Develop a project schedule with major milestones; coordinate schedule with the Wastewater Treatment Facility Improvements project.
5. Prepare a project summary to include evaluation procedures and measures, outline project locations, land ownership, easements, proposed budget and summary of maintenance plan for each improvement.

6. Coordination with City's Bond Counsel to provide a letter of concurrence with the sponsored project concept.
7. Preparation of an authorizing resolution to be passed by the City Council for the application.
8. Coordination with other water quality organizations that may have interest in the watershed and discussion with potential project partners.
9. Preparation of the final application and assistance with submitting the application and supporting documents to the Iowa Department of Natural Resources.

**ENGINEERING COSTS**

The estimated costs for the above engineering services are summarized as follows:

1. The fee for engineering services shall be the actual cost of services incurred for the scope of work identified above and shall not exceed Twenty Thousand Dollars (\$20,000).

If you have any questions or comments regarding this proposal, please contact us at 319-466-1000

This letter may be made a contract by affixing the proper date and signatures in the spaces below and returning one signed copy to our office.

VEENSTRA & KIMM, INC.



Dave Schechinger

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF WEST BRANCH, IOWA**

**Attest:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Administrator

Clean Water SRF  
WATER RESOURCE RESTORATION  
Sponsored Projects



**APPLICATION COMPLETENESS CHECKLIST**

- Pre-application consultation held \_\_\_\_\_ (date – must be by **December 18, 2020**)
- Application and required attachments (in pdf format) submitted electronically via e-mail, sent by **4:00 p.m. on March 1, 2021.**
  - (If submitting application by mail, a hard copy with original signatures and media containing electronic files must be postmarked by **March 1, 2021**)
- Application signed by authorized official
- CWSRF wastewater project is eligible
- Acquisition of Property Form signed by authorized official
- Authorizing resolution passed by the wastewater utility's governing board for the sponsored project application
- Identification of any third-party entity involved and the potential need for a 28E agreement between the utility and the qualified entity
- Identification of water quality organization and any other parties and their expected contribution to the project
- Letters of support from project partners
- Letter from the wastewater utility's bond counsel indicating concurrence with the sponsored project concept
- Project Conceptual Plan including:
  - Identification of the waterbody, watershed, and water quality concern
  - Assessment of the impacted waterbody and its watershed
  - Discussion of project goals and objectives
  - Evaluation of priority areas identified in the watershed assessment and possible water quality practices that could be implemented
  - Description of potential practices to be implemented with the expected water quality outcomes
  - Discussion of project locations, land ownership, and any plans for acquiring properties or easements
  - Proposed project schedule with major milestones, and discussion of the associated infrastructure project schedule
  - Proposed evaluation procedures and measures
  - Explanation of the proposed budget
  - Discussion of maintenance for the life of the proposed practice(s)
- Preliminary communication plan

Application will be prepared for second period in 2021 which is due on September 1, 2021

## Clean Water SRF

# WATER RESOURCE RESTORATION

## Sponsored Project Application



### Application Instructions:

- Review and follow the application requirements in the Sponsored Project Application Process and Guidelines.
- Please print or type the information on the form.
- Complete each section of the application form.
- Sign the application.
- Attach supporting documentation.
- Scan and submit the entire application, with attachments, in PDF form to [lee.wagner@dnr.iowa.gov](mailto:lee.wagner@dnr.iowa.gov). OR, if attachments are too large to transmit, e-mail the application form only and mail the complete application per instructions below.

**Application must be e-mailed by 4:00 p.m. on March 1, 2021**

- **If submitting application by mail**, send the application form with original signatures, all attachments, and media storage device containing electronic files to the following address:

State Revolving Fund  
Iowa Department of Natural Resources  
Wallace State Office Building, 502 E. 9<sup>th</sup> Street  
Des Moines, IA 50319-0034

**Must be postmarked by March 1, 2021**

### Section 1: Applicant Information

(This information relates to the wastewater utility that will be the Clean Water SRF borrower.)

<b>Applicant Name:</b>	
<b>Mailing Address:</b>	
<b>City, State, Zip + 4</b>	
<b>Authorized Representative:</b>	
<b>Signature:</b>	
<b>Title:</b>	
<b>Telephone Number:</b>	
<b>E-mail:</b>	

### Section 2: SRF Project Status

<b>Choose One</b>	<input type="checkbox"/> The project is on the CWSRF Intended Use Plan and is in the "Planning" phase, SRF Number CS1920
	<input type="checkbox"/> We are submitting this sponsored project application in conjunction with our CWSRF Intended Use Plan application for DNR Project Number S -



**Section 5: Water Quality Organization(s) Involved in Project Planning**

Organization	Contact Person	Email Address

**Section 6: Qualified Entity Information**

Is the applicant proposing to enter into an agreement with a qualified third party entity to implement the sponsored project?

<input type="checkbox"/> No		
<input type="checkbox"/> Yes	Organization:	

**Section 7: Sponsored Project Cost**

Cost Category	Total Estimated Project Costs	Costs to be Covered from Other Funds	Costs to be Allocated from Up to 1% of SRF Loan Interest
Land and Easements			
Relocation Expenses			
Professional Planning Fees			
Professional Design Fees			
Professional Construction Fees			
Construction			
Equipment			
Miscellaneous			
Bond Counsel Fees			
Contingencies			
<b>TOTAL</b>			

## Section 8: Attachments

Attachments must be submitted with the application. Applications will not be considered complete unless all required attachments are submitted.

- Authorizing resolution passed by the wastewater utility's governing board for the sponsored project application;
- Identification of any third-party entity involved and the potential need for a 28E agreement between the utility and the qualified entity;
- Identification of water quality organization and any other parties involved in the project, including a description of their expected involvement and contribution to funding, planning, design, selection, and/or implementation;
- Letters of support from project partners including a description of their involvement or contribution to the project;
- Letter from the wastewater utility's bond counsel indicating concurrence with the sponsored project concept;
- Project conceptual plans, including:
  - Clearly identified waterbody and water quality concern that are the focus of the application as well as the clearly identified watershed within which the project will be located;
  - Assessment of the impacted waterbody and the entire contributing watershed identified as the focus of the application. Include water quality data, maps, and other documentation that evaluates land use, topography, soils, hydrology, etc. adequately to identify the water quality concern being addressed, sources of the water quality concern, and priority areas contributing to the identified water quality;
  - Discussion of specific project goals and objectives for addressing the identified water quality concern and the impacted waterbody;
  - Evaluation of priority areas identified by the watershed assessment and the possible water quality practices that could be implemented, considering the unique demographic, topographic, hydrologic, and institutional characteristics of the planning area. Include discussion of how the potential project areas were selected and prioritized based on the contributions to the water quality concern identified in the assessment and other factors that were considered in the prioritization process;
  - Description of potential practices to be implemented with the expected water quality outcomes. Include drainage area and water quality volume, pollutant inputs and load reductions estimates or calculations, as applicable, for the areas where practices are proposed in the project;
  - Discussion of project locations, land ownership, and any plans for acquiring properties or easements. Proposed projects not on City owned land will need to provide a letter of support from the land owner;
  - Proposed project schedule for the associated CWSRF project and proposed sponsored project with major milestones, along with a discussion of how the sponsored project construction schedule coordinates with the infrastructure project schedule;
  - Proposed evaluation procedures and measures that will be utilized to determine the water quality improvement and overall success of the project;
  - Explanation of the proposed budget, including identification of all other potential or secured funding sources and amounts, discussion of how the project could be adjusted according to final amount available through sponsored project mechanism and other funding sources;
  - Discussion of plans to maintain the practices and how maintenance will be funded for the life of the practice.
- Preliminary communication plan indicating how information about the proposed project will be communicated to and from key audiences, such as community residents, neighbors, city council or other decision-makers, and other stakeholder groups.



## Section 9: Acquisition of Property – Required Form

U.S. ENVIRONMENTAL PROTECTION AGENCY  
ASSURANCE WITH RESPECT TO REAL PROPERTY ACQUISITION  
OF TITLE III OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY  
ACQUISITION POLICIES ACT OF 1970 AS AMENDED

The \_\_\_\_\_ (Applicant) hereby assures that it has authority under applicable State and local law to comply with Section 213 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, 84 Stat. 1894 (42 U.S.C. 4601) as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, Title IV of Public Law 100-17, 101 Stat. 246-256 (42 U.S.C. 4601 note) and 49 CFR 1.48(cc); and certifies, assures and agrees that, notwithstanding any other provision set forth in the application.

1. For projects resulting in the displacement of any person:
  - a. It will adequately inform the public of the relocation payments and services which will be available as set forth in Subparts A, C, D and E of 49 CFR 24.
  - b. It will provide fair and reasonable relocation payments to displaced persons as required by Subparts D and E of 49 CFR 24.
  - c. It will provide a relocation assistance program for displaced persons offering services described in Subpart C of 49 CFR 24.
  - d. Comparable replacement dwellings will be available pursuant to Subpart F of 49 CFR 24, or provided if necessary, a reasonable period in advance of the time any person is displaced.
  - e. In acquiring real property, it will provide at least 90 days written notice to each lawful occupant of real property acquired, stating the date such occupant is required to move from a dwelling or to move his business or farm operation.
  
2. For projects resulting in the acquisition of real property:
  - a. It will fully comply with the requirements of Subpart B of 49 CFR 24.
  - b. It will adequately inform the public of the acquisition policies, requirements and payments which apply to the project.
  - c. It will make every effort to acquire real property expeditiously through negotiation.
  - d. Before the initiation of negotiations it will have the real property appraised and give the owner or his representative an opportunity to accompany the appraiser during inspection of the property, except as provided in 49 CFR 24.102(c)(2).
  - e. Before the initiation of negotiations it will establish an amount which it believes to be just compensation for the real property, and make a prompt offer to acquire the property for that amount; and at the same time it will provide the owner a written statement of the basis for such amount in accordance with 49 CFR 24.102.
  - f. Before requiring any owner to surrender possession of real property it will pay the agreed purchase price; or deposit with the court, for the benefit of the owner, an amount not less than the approved appraisal of the fair market value of the property; or pay the amount of the award of compensation in a condemnation proceeding for the property.
  - g. If interest in real property is to be acquired by exercise of the power of eminent domain, it will institute formal condemnation proceedings and not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of this real property; and
  - h. It will offer to acquire the entire property, if acquisition of only part of a property would leave its owner with an uneconomic remnant.

References to 49 CFR are citations to Title 49, Code of Federal Regulations, Part 24, published in the Federal Register Vol. 54, No. 40, March 2, 1989.

This document is hereby made part of and incorporated in any contract or agreement, or any supplements and amendments thereto, relating to the above-identified application and shall be deemed to supersede any provision therein to the extent that such provisions conflict with the assurances or agreements provided therein.

\_\_\_\_\_

(Legal Name of Applicant)

By \_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_

(Date)

**RESOLUTION 1977**

**A RESOLUTION AUTHORIZING THE COMPLETION AND SUBMISSION OF A CLEAN WATER SRF “SPONSORED PROJECT APPLICATION”, AND THE RELATED AGREEMENT FOR ENGINEERING SERVICES.**

**WHEREAS**, the Iowa State Revolving Fund ("SRF") Water Resource Restoration Sponsored Project program has funds available; and

**WHEREAS**, the Iowa SRF Water Resource Restoration Sponsored Project program application cycle ends on September 1, 2021; and

**WHEREAS**, this program allows the City to construct potentially multiple green infrastructure projects related the improvement of water quality in association with the SRF Loan for Waste Water Treatment System improvements; and

**WHEREAS**, the goal of this Sponsored Project Application is to address and improve water quality problems within the watersheds in which West Branch’s wastewater utility is located; and

**WHEREAS**, the filing of the Sponsored Project application is in the best interest of the citizens of the City of West Branch, Iowa, and should be authorized.

**WHEREAS**, Veenstra & Kimm Inc. will sub contract with Impact 7G to develop and submit said SRF Water Resource Restoration Sponsored Project Application

**WHEREAS**, after meeting with the Mayor and the City Administrator the City has a high confident level that a completed application should receive a high degree consideration for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Branch, Iowa, authorizes the completion and submission of a Clean Water SRF “Sponsored Project Application” and the related Agreement for Engineering services. Further, the Mayor and/or City Administrator are directed to sign any documentation necessary for this application on behalf of the City.

\* \* \* \* \*

**Passed and approved this 1<sup>st</sup> day of February, 2021.**

---

Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> Revenue Estimates to be incorporated in the City Administrator’s Recommended Budget.
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	January 25, 2021

**BACKGROUND:**

This item was discussed and consensus reached regarding the estimates for the general levy, property valuations, special revenue levies, and the debt service levy. This motion will give the City Administrator the direction to keep the tax rate at last year’s rate of \$13.09 with nominal adjustment in some levies for salary and non-salary budget programs. Again, these adjustment are within the \$10.92887 Max Levy tax rate and the overall 13.09 proposed tax rate.

<b>STAFF RECOMMENDATION:</b>	Approve the Motion / Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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# 16-142

## Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2021 - ENDING JUNE 30, 2022

Resolution No.: \_\_\_\_\_

The City of: West Branch County Name: CEDAR & JOHNSON

Date Budget Adopted: \_\_\_\_\_

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

County Auditor Date Stamp		January 1, 2020 Property Valuations				Last Official Census
		With Gas & Electric	Without Gas & Electric			
Regular	2a	150,927,653	149,731,863			2,322
<b>DEBT SERVICE</b>	3a	170,137,140	168,941,350			
Ag Land	4a	541,844				

TAXES LEVIED							
Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate		
384.1	8.10000	Regular General Levy	5 1,222,514	1,212,828	43 8.10000		
<b>Non-Voted Other Permissible Levies</b>							
12(8)	0.67500	Contract for use of Bridge	6	0	44	0	
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45	0	
12(11)	Asst Nec	Rent, Ins. Maint of Civic Center	8	0	46	0	
12(12)	0.13500	Opr & Maint of City owned Civic Center	9 18,885	18,736	47	0.12513	
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48	0	
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49	0	
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51	0	
12(17)	Ant Nec	Liability, property & self insurance costs	14 44,451	44,099	52	0.29452	
12(21)	Ant Nec	Support of a Local Emerg.Mgmt.Comm.	462 9,465	9,390	465	0.06271	
<b>Voted Other Permissible Levies</b>							
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53	0	
12(2)	0.81000	Memorial Building	16	0	54	0	
12(3)	0.13500	Symphony Orchestra	17	0	55	0	
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56	0	
12(5)	As Voted	County Bridge	19	0	57	0	
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58	0	
12(9)	0.03375	Aid to a Transit Company	21	0	59	0	
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60	0	
12(18)	1.00000	City Emergency Medical District	463	0	466	0	
12(20)	0.27000	Support Public Library	23	0	61	0	
28E.22	1.50000	Unified Law Enforcement	24	0	62	0	
<b>Total General Fund Regular Levies (5 thru 24)</b>			25 1,295,315	1,285,053			
384.1	3.00375	Ag Land	26 1,628	1,628	63 3.00375		
<b>Total General Fund Tax Levies (25 + 26)</b>			27 1,296,943	1,286,681	Do Not Add		
<b>Special Revenue Levies</b>							
384.8	0.27000	Emergency (if general fund at levy limit)	28 38,822	38,514	64 0.25722		
384.6	Ant Nec	Police & Fire Retirement	29	0		0	
	Ant Nec	FICA & IPERS (if general fund at levy limit)	30 161,782	160,501		1.07192	
Rules	Ant Nec	Other Employee Benefits	31 120,000	119,049		0.79508	
<b>Total Employee Benefit Levies (29,30,31)</b>			32 281,782	279,550	65 1.86700		
<b>Sub Total Special Revenue Levies (28+32)</b>			33 320,604	318,064			
<b>Valuation</b>							
386	As Req	With Gas & Elec	Without Gas & Elec				
SSMD 1	(A)	(B)	34	0	66	0	
SSMD 2	(A)	(B)	35	0	67	0	
SSMD 3	(A)	(B)	36	0	68	0	
SSMD 4	(A)	(B)	37	0	69	0	
SSMD 5	(A)	(B)	555	0	555	0	
SSMD 6	(A)	(B)	556	0	556	0	
SSMD 7	(A)	(B)	107	0	###	0	
SSMD 8	(A)	(B)	186	0	###	0	
<b>Total Special Revenue Levies</b>			39 320,604	318,064			
384.4	Ant Nec	Debt Service Levy 76.10(6)	40 368,379	365,790	70 2.16519		
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41 33,550	33,284	71 0.22229		
<b>Total Property Taxes (27+39+40+41)</b>			42 2,019,476	2,003,819	72 13.09406		

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Motion to Approve the Salary Plan Intended to be incorporated into the City Administrator’s Recommended Budget.</b>
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	January 25, 2021

**BACKGROUND:**

This item was discussed at the last City Council meeting a poll was taken and the City Council was split on a consensus between 1.37% and 2.0%. For the past 3 years we have used the Social Security Income benefits as a signal to set the city’s COLA. Typically, this tied to the Consumer Price Index as determined by the Department of Labor’s Bureau of Labor Statistics. This year the City Administrator is recommending 2.0% in consideration of increased local cost of living applications such as increase sewer, school district rates, and solid waste rates.

**Past COLA Rates**

July 1975 -- 8.0%	January 1998 - 2.1%	January 2019 – 2.8%
July 1976 - 6.4%	January 1999 - 1.3%	January 2020 – 1.6%
July 1977 - 5.9%	January 2000 - 2.5% <sup>(1)</sup>	January 2021 – 1.3%
July 1978 - 6.5%	January 2001 - 3.5%	
July 1979 - 9.9%	January 2002 – 2.6%	
July 1980 - 14.3%	January 2003 – 1.4%	
July 1981 - 11.2%	January 2004 – 2.1%	
July 1982 - 7.4%	January 2005 – 2.7%	
January 1984 - 3.5%	January 2006 – 4.1%	
January 1985 - 3.5%	January 2007 – 3.3%	
January 1986 - 3.1%	January 2008 – 2.3%	
January 1987 - 1.3%	January 2009 – 5.8%	
January 1988 - 4.2%	January 2010 – 0.0%	
January 1989 - 4.0%	January 2011 – 0.0%	
January 1990 - 4.7%	January 2012 – 3.6%	
January 1991 - 5.4%	January 2013 – 1.7%	
January 1992 - 3.7%	January 2014 – 1.5%	
January 1993 - 3.0%	January 2015 – 1.7%	
January 1994 - 2.6%	January 2016 – 0.0%	
January 1995 - 2.8%	January 2017 – 0.3%	
January 1996 - 2.6%	January 2018 – 2.0%	
January 1997 - 2.9%		

<b>STAFF RECOMMENDATION:</b>	Approve the Motion / Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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Press Release

Tuesday, October 13, 2020  
For Immediate Release



Mark Hinkle, Press Officer  
[press.office@ssa.gov](mailto:press.office@ssa.gov)

# News Release

## SOCIAL SECURITY

### Social Security Announces 1.3 Percent Benefit Increase for 2021

Social Security and Supplemental Security Income (SSI) benefits for approximately 70 million Americans will increase 1.3 percent in 2021, the Social Security Administration announced today.

The 1.3 percent cost-of-living adjustment (COLA) will begin with benefits payable to more than 64 million Social Security beneficiaries in January 2021. Increased payments to more than 8 million SSI beneficiaries will begin on December 31, 2020. (Note: some people receive both Social Security and SSI benefits). The Social Security Act ties the annual COLA to the increase in the Consumer Price Index as determined by the Department of Labor's Bureau of Labor Statistics.

Some other adjustments that take effect in January of each year are based on the increase in average wages. Based on that increase, the maximum amount of earnings subject to the Social Security tax (taxable maximum) will increase to \$142,800 from \$137,700.

Social Security and SSI beneficiaries are normally notified by mail starting in early December about their new benefit amount. Most people who receive Social Security payments will be able to view their COLA notice online through their personal *my* Social Security account. People may create or access their *my* Social Security account online at [www.socialsecurity.gov/myaccount](http://www.socialsecurity.gov/myaccount).

Information about Medicare changes for 2021, when announced, will be available at [www.medicare.gov](http://www.medicare.gov). For Social Security beneficiaries receiving Medicare, Social Security will not be able to compute their new benefit amount until after the Medicare premium amounts for 2021 are announced. Final 2021 benefit amounts will be communicated to beneficiaries in December through the mailed COLA notice and *my* Social Security's Message Center.

The Social Security Act provides for how the COLA is calculated. To read more, please visit [www.socialsecurity.gov/cola](http://www.socialsecurity.gov/cola).



## MEMORANDUM

**To:** Mayor and City Council

**From:** City Administrator

**Date:** February 1, 2021

**RE:** Summary / Highlights of the Salary Plan

This memorandum is intended to recap the feedback City Council's consensus and direction from recent budget discussion meetings. The Salary Plan currently fits within a budget that supports our current tax rate of \$13.09 (per \$1,000 property assessed value). There were several key areas that came out of the goal setting this year that we are poised to address in our budget. Our Salary Plan is not anticipated to prevent funding any of our goals and objectives. Any goals or objectives not funded would be in the same condition with or without the recommended Salary Plan of a 2% across the board adjustment.

As you may recall, we enjoyed positive growth in our assessed values and growth in our residents (population growth). This growth attributed to a positive estimated improvement to the City's General Fund approximately \$95,000. This has allowed us to work on a budget that makes many personnel strides without increasing our 13.09 tax rate.

This has literally placed the city in the position of paying for growth with growth. Firmly fitting within the smart growth model that we constantly refer to in our planning documents and deliberations. With that being said, the motion is designed to clarify the priorities and the items currently that would be funded in the Salary Plan:

- Introduction of Merit Pay System (*with 12 month window to conduct a number of benchmark surveys and analysis*)
- Paid "On-Call" Time Policy
- Payout for (1) FTE Retirements
- 2.0% Cost of Living Adjustment

This motion just deals with the Salary Plan / personnel expense, but it should be noted that the priority "Non-Salary" expenditures such as funding additional Police Department personnel equipment reflected in operational expenses and are not impacted in this budget.

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> the Non-Salary Department Expenditures (City Goals that will be funded in the Proposed Budget).
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	January 14, 2021

**BACKGROUND:**

The City Council recently underwent a goal setting exercise in which the following goals were reaffirmed:

1. **Promote Quality of life including public safety, Community Pride Events, Strong Citizen Involvement, Park and Recreation, opportunities and investment.**
2. **Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.**
3. **Develop inviting high profile visual impact project’s including gateways establishing destination, branding and other that reflect sound use of tax dollars.**
4. **Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.**

The non-salary expenditures were built into the proposed budget. There were items which could not fit within the budget and therefore remain unfunded. These items will be marked unfunded (*funded in Red*). There are other items that need additional City Council feedback. These items will be marked need additional direction. Items that are funded which means they are within the current budget proposal will be incorporated within the City Administrator’s Recommend Budget. The City Council prioritized the following objectives, tasks and activities:

<b>STAFF RECOMMENDATION:</b>	Approve Motion / Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## Items Accepted by Resolution from the FY 2021-2022 Goal Setting

### TOP

- o Baseline Extension(s) at Cubby Park (12) – *Funded / partially funded this project is funded from Cubby Park Contingency and Value Engineering dollars. The Goal is to extend the baseline of all three Cubby Park fields, but the City Council will accept and it is understood that the availability of funds may only allow two fields to be addressed.*
- o Greenview Water Main North Loop (11) *Funded with an estimated \$75,000 for replacing the pipe on the north side of Greenview.*
- o Introduce Merit Pay System (10) – *Funded this project is intended to completed with in-house project analysis work. Although, it is not anticipated consultant fee may need to be budgeted or a budget amendment considered at some future date.*
- o Soil Mitigation Project (9) – *Funded \$20,000 was estimated for this project. Department of Natural Resources have been consulted and inexpensive clean-up mythologies are at the discretion of the city. Therefore, there is a good chance the entire amount budgeted will not be needed.*
- o 5th Full-Time Officer / 24 hour patrol (9) – *Not Funded, staff has reviewed this request and believe this is an item better suited for a consideration on horizon for funding and implementation reasons. For example, vehicle, body camera, and other personnel equipment associated with the positon. However, as the city population continues to grow staff would like start a planning process that will consider the appropriate time to increase the police force.*
- o Cubby Parking Lot Extension (9) – *Funded this project has started and funding will be shared within the operation budget of Public Works in both FY 21 and FY 22.*

### HIGH

- o Relocate Brush Pile (8) *Funded in our Wastewater Facility Expansion Plan. \$80,000 budgeted to move the brush pile. A location has yet to be determined.*
- o Review Building Permit Fees (8) *Funded staff will be reviewing building permit fees and comparable fees in surrounding areas. As well as fees for mechanical, plumbing, and electrical work, which currently is not being assessed.*
- o Retire the Building Rebate Program (8) – *Funded this project sunset on automatically the only thing needed will be an Administrative “Discussion Item”.*
- o Main Street Storm Sewer Project (7) – *Partially Funded this project was underfunded years ago when the then Community State Bank was built. In exchange for being allowed to build the bank without build the required stormwater infrastructure, the city allowed an escrow of \$10,000 to be setup. The project is estimated \$85,000. It is thought that the city may want contribute to this project with a potential developer to buy-down the expense of this project. At this time Dollar General has expressed some interest in considering some type of public / private partnership in this regard.*
- o Paid “On-Call” Time Policy (7) – *Funded*
- o Downtown East Redevelopment (6) – *Funded this item is funded with a revolving fund that funds economic development activities related to the former Croell Ready-Mix site. We anticipate budgeting \$150,000 for potential pre-development activities related to this project. This doesn’t mean we have to spend this amount it is just there should some development activity presents itself that the City Council wants to pursue.*

## **MODERATE**

- o Hoover Hometown Days (4) – **Funded...** *at this time the committee has agreed to move forward with this project. Due to COVID-19 it is expected that some events may be cancelled but the overall festival is expected to continue.*
- o Overlay One Alley in an Annual Process (4) **Funded** - the Alley between 5<sup>th</sup> and 4<sup>th</sup> going from **Main Street to Green Street** estimated cost \$20,000.
- o Police Replacement Equipment (2) – **Funded** within the operation budget.
- o Greenview Sidewalks (2) – **Funded** anticipated to be discussion item.
- o Housing Trust / LMI Program (2) – **Funded** anticipated to be a discussion item / policy recommendation.
- o Develop Fund Balance Policy (2) – **Funded** anticipated to be a discussion item / policy recommendation.
- o Invest in More City and Park Cameras (1) – **Funded** new cameras going around the fire station and updates around the police station.
- o Naming and Marketing Industrial Park (1) – **Funded**.
- o Annexation Plan (Rummells Farm Back 50 and Cedar / Johnson Area) (1) – **Funded** anticipated to be a discussion item / policy recommendation.
- o Parkview / BP Turn Lane (1) **Not Funded, staff has reviewed this request and believe this is an item better suited for a consideration on horizon for construction and development timeframe reasons.**
- o Planning Alternative Wastewater Treatment (a polishing treatment) wetland mitigation and Research Park / Eco Park Concept (1) – **Funded**



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	February 1, 2021
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> the Transferal from Current City E-Mail Service to Google Workspace.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Nick Shimmin, Library & Information Technology Director.
<b>DATE:</b>	January 27, 2021

### BACKGROUND:

The city staff currently use email service in which staff members connect to our provider's server and downloads the email to a device. The method is the same that was heavily used during the era of dial-up internet where users would dial in to the internet provider's server, download email to their computer, and then disconnect. This causes a number of significant issues now and are outlined in detail in the document following this page.

Additionally, the survey assessment listed this type of action, moving to either Google or Microsoft online services, as the first item for consideration. In addition to the convenience for communication and multiple-device use, these services offer multi-factor authentication which requires an additional means of identification to access services. This means if any staff member's login information is compromised, without secondary authentication, the account is still unable to be accessed. Secondary authentication is usually done through a user's cell phone.

Google was selected for this over other options as city staff have been using Google applications for a number of years in the background through a combination of a single free city account, [cityofwestbranch@gmail.com](mailto:cityofwestbranch@gmail.com) and staff members' personal email accounts. The process will be conducted internally, having done this during 2020 for the library email

<b>STAFF RECOMMENDATION:</b>	Approve Motion / Move To Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

*"Turning Vision into Reality is our Business"*



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 1, 2021
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<b>AGENDA ITEM:</b> Motion to approve transferal from current city email service to Google Workspace
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<b>CITY GOAL:</b> Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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<b>PREPARED BY:</b> Nick Shimmin, Library & IT Director
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<b>DATE:</b> January 20, 2021
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### BACKGROUND:

The city staff currently use email service in which staff members connect to our provider's server and downloads the email to a device. The method is the same that was heavily used during the era of dial-up internet where users would dial in to the internet provider's server, download email to their computer, and then disconnect. This causes a number of significant issues now and are outlined in detail in the document following this page.

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Google was selected for this over other options as city staff have been using Google applications for a number of years in the background through a combination of a single free city account, [cityofwestbranch@gmail.com](mailto:cityofwestbranch@gmail.com) and staff members' personal email accounts.

The process will be conducted internally, having done this during 2020 for the library email services.

<b>STAFF RECOMMENDATION:</b> Seek approval of transfer to Google Workspace services
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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