



CITY COUNCIL MEETING NOTICE
MONDAY, NOVEMBER 1, 2021 - 7:00 P.M.
CITY COUNCIL CHAMBERS
110 N. POPLAR STREET, WEST BRANCH, IOWA

<https://zoom.us/j/5322527574>

or dial in phone number 1-312-626-6799 with Meeting ID 532 252 7574.

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda. /Move to action.
6. Approve Consent Agenda/Move to action.
 - a. Minutes from the October 18, 2021 City Council regular meeting.
 - b. Approve Kyle Tisinger as a Fire Cadet with the West Branch Fire Department.
 - c. Approve a Special Event Permit for Christmas Past submitted by West Branch Community Development Group.
 - d. Claims
 - e. August monthly financial reports
7. Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
 - a. Second Reading Ordinance 784 – Rezoning certain property generally located north of East Main Street and west of and adjacent to North 4th Street from Industrial District to PUD – Planned Unit Development District. /Move to action.
 - b. Third Reading Ordinance 783 – Amending Title “All-Terrain Vehicles and Snowmobiles” Chapter 75. / Move to action.
 - c. Resolution 2043 – Approving and accepting certain Municipal Public Improvements constructed in Loethen Ridge Estates. / Move to action.
 - d. Resolution 2044 – Support and financial commitment for the Main Street Program, West Branch, Iowa. /Move to action.
 - e. Resolution 2045 – Approving a contribution to “A Christmas Past” event for the purpose of horse drawn carriage rides. / Move to action.
 - f. Resolution 2046 – Considering the issue of whether Acciona Windpower North America, LLC should be rebated a portion of Tax Increment Revenues. / Move to action.
 - g. Resolution 2047 – Accepting and approving the City Street Finance Report for FY21. / Move to action.
 - h. Motion to approve an Assignment Agreement with Johnson County Refuse Inc. for Residential Solid Waste Collection. / Move to action.
9. City Staff Reports
10. Comments from Mayor and Council Members
11. Motion to adjourn.

Mayor: Roger Laughlin • **Council Members:** Colton Miller, Nick Goodweiler, Jodee Stoolman, Tom Dean, Jerry Sexton
City Administrator (Vacant) • **City Clerk** Leslie Brick • **Fire Chief** Kevin Stoolman • **Library Director** Nick Shimmin
Parks & Rec Director Melissa Russell • **Police Chief** John Hanna • **Public Works Director** Matt Goodale

(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/. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

**City Council
Regular Meeting**

**October 18, 2021
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council regular meeting to order at 7:00 p.m. Roll call: Council members: Colton Miller, Jerry Sexton, Tom Dean, Jodee Stoolman and Nick Goodweiler was present. City Staff present: City Clerk Leslie Brick, City Attorney Kevin Olson, Public Works Director Matt Goodale. City Staff attending via Zoom: Finance Officer Heidi Van Auker, Library/IT Director Nick Shimmin, Police Chief John Hanna, Officer Cathy Steen and City Engineer Dave Schechinger.

APPROVE THE AGENDA

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

APPROVE CONSENT AGENDA

Minutes from the October 4, 2021 City Council Meeting
Claims

EXPENDITURES	10/18/2021	
ALL AMERICAN CONCRETE INC	PAVING GREEN VIEW CONNECTION	24,455.00
AMAZON	VARIOUS ITEMS	390.93
ARSL	MEMBERSHIP RENEWAL	49.00
BAKER & TAYLOR INC.	BOOKS	280.45
BEAN & BEAN	GRAVE OPENINGS	1,100.00
BRICK, LESLIE	MILEAGE REIMBURSEMENT	35.32
BROWN'S WEST BRANCH	VEHICLE MAINTENANCE	603.41
C&E FITNESS	GYM RENTAL	525.00
CEDAR COUNTY COOPERATIVE	FUEL	923.01
CEDAR COUNTY RECORDER	RECORDING FEES	42.00
CJ COOPER & ASSOCIATES	DRUG TESTING	160.00
CROELL, INC.	COLLEGE ST WATER MAIN	1,733.50
CULLIGAN WATER TECH	WATER SOFTNER SERVICE	25.20
DEMCO	BOOK SUPPLIES	56.85
EMERGENCY SERVICES MARKETING	EMERGENCY NOTIFICATION SUBSCRIPTION	735.00
FASTENAL	BATTERIES	115.83
GRIEBAHN INDUSTRIES INC	NOTARY STAMPS	50.22
HAWKINS INC	CHEMICALS	2,590.94
HEMMEN CRAIG OR JEAN	BLDG INCENTIVE PAYMENT	1,018.01
IMWCA	IMWCA	2,296.00
IOWA ONE CALL	NOTIFICATIONS	81.00
JAYME CILEK	CLEANING SERVICES	139.50
JOHNSON COUNTY REFUSE INC.	TRASH CART SWAP OUT	16,354.58
KANOPY	VIDEO SERVICE	38.00
KIRKWOOD COMM. COLLEGE	BLS COURSE	14.00
KUNDE OUTDOOR EQUIPMENT	EQUIPMENT REPAIR	36.00
LINN COUNTY R.E.C.	STREET LIGHTS	213.10
LYNCH'S PLUMBING INC	BRINE TANK PROJECT	34.80
MARTIN P GILLESPIE	BLDG INCENTIVE PAYMENT	880.84
MENARDS	SUPPLIES	226.52
MERCY IOWA CITY PHYSICIAN	DRUG TESTING	44.00
MID-AMERICAN SUPPLY CO	EVIDENCE BAGS	143.42
MUNICIPAL SUPPLY INC.	WATER METER SUPPLIES	623.50
NEUZIL & SONS INC	BRUSH PILE GRINDING	8,640.00
PARKSIDE SERVICE	MOWER TIRE REPAIR	31.79
PLAY IT AGAIN SPORTS	REC - ADULT SOFTBALL SUPPLIES	64.78
PORT 'O' JONNY INC.	SERVICE-WAPSI PARK	108.00
PREMIER PARTS TIPTON	SUPPLIES	704.80
PYRAMID SERVICES INC.	EQUIPMENT	71.76
QUILL CORP	OFFICE SUPPLIES	173.58
RELIANT FIRE APPARATUS	VEHICLE SERVICE, PARTS	554.40
SHAY, ALLEN	BLDG INCENTIVE PAYMENT	919.54
SPRINGDALE AGENCY	FIRE PAK INSURANCE RENEWAL	15,029.00

STATE HYGIENIC LAB	LAB ANALYSIS	27.00
STEFANIE & ANTHONY ARNAMAN	BLDG INCENTIVE PAYMENT	1,334.95
SUMMIT COMPANIES	CHEM EXTINGUISHER MAINTENANCE	118.00
SURVEYING AND MAPPING, LLC	ANNUAL GIS WEBSITE HOSTING	3,600.00
THOMAS MARK & JEANETTE	BLDG INCENTIVE PAYMENT	911.14
WEST BRANCH MIDDLE SCHOOL	MS YEARBOOK ADVERTISEMENT	55.00
WEST BRANCH REPAIRS	VEHICLE SERVICE	1,110.60
WEX BANK	VEHICLE FUEL	1,239.33
TOTAL		90,708.60
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	10/15/2021	54,512.29
PAID BETWEEN MEETINGS		
ALLIANT ENERGY	ALLIANT ENERGY	10,377.42
AT&T MOBILITY	WIRELESS SERVICE	344.68
GLOBAL PAYMENTS	SEPTEMBER CREDIT CARD FEES	458.56
TREASURER STATE OF IOWA	SALES TAX PAYMENT	1,132.00
TREASURER STATE OF IOWA	WET TAX PAYMENT	2,847.00
VARIOUS VENDORS	UB REFUNDS	194.87
TOTAL		15,354.53
GRAND TOTAL EXPENDITURES		160,575.42
FUND TOTALS		
001 GENERAL FUND	53,735.31	
022 CIVIC CENTER	535.87	
031 LIBRARY	8,088.40	
036 TORT LIABILITY	17,094.82	
110 ROAD USE TAX	40,781.25	
112 TRUST AND AGENCY	13,383.07	
600 WATER FUND	19,449.37	
610 SEWER FUND	7,507.33	
GRAND FUND TOTAL	160,575.42	

The Council questioned a few of the claims regarding Fire Pack insurance, building incentive payments and chipping of the brush pile. Staff responded to all inquiries.

Motion by Miller, second by Goodweiler to approve the Consent Agenda. AYES: Miller, Goodweiler, Stoolman, Dean, Sexton. NAYS: None. Motion carried.

COMMUNICATIONS / OPEN FORUM

Linda Kessler, employee of The Groom Station (on behalf of owner Amy Lynch) addressed the Council regarding recent complaints the business received of their employees parking on West Main Street during business hours. Kessler stated that one particular business has complained to the West Branch Police that Groom Station employees parking on the street, are not allowing their customers to park in front of her business. Kessler said that out of ten employees, only two employees park on West Main Street (near N. Downey Street) and that they are trying to be cooperative and accommodating with the neighboring businesses and purposely do not park in front of businesses with customer foot traffic. Kessler added that the Groom Station services 50-70 animals per day, six days a week and cause very little traffic or parking congestion. Kessler said that Groom Station attracted customers from all parts of Iowa and neighboring states, those same customers eat and shop here while visiting West Branch. Laughlin informed Kessler that employees were free to park in any of the public parking spaces including near the City Office and the east side of the Enlow Building parking lot and said he had no issue with where employees, customers or visitors parked. Miller added that Main Street is public parking and is 'first come, first serve'.

PUBLIC HEARING / NON-CONSENT AGENDA

Public Hearing – On the matter of rezoning certain properties north of East Main Street and west of North 4th St. from I-2 (Industrial) to PUD (Planned Unit Development).

Laughlin opened the public hearing at 7:11 p.m. He explained that rezoning the former Croell property and others was the first step in getting the site redeveloped. He added that the rezoning classification allows the city and property owners 'flexibility' with what they can do with their property along with City input. There were no public comments. Laughlin closed the public hearing at 7:12 p.m.

First Reading Ordinance 784 – Rezoning certain property generally located north of East Main Street and west of and adjacent to North 4th Street from Industrial District to PUD – Planned Unit Development District. /Move to action.

Motion by Goodweiler, second by Miller to approve first reading of Ordinance 784. AYES: Goodweiler, Miller, Sexton, Stoolman, Dean. NAYS: None. Motion carried.

Second Reading Ordinance 783 – Amending Chapter 75. / Move to action.

Motion by Stoolman, second by Miller to approve second reading of Ordinance 783. AYES: Stoolman, Miller, Sexton, Dean, Goodweiler. NAYS: None. Motion carried.

Resolution 2042 – Approve a quote not to exceed \$3868.00 from Nutri-Ject Systems for sludge judging at the City of West Branch lagoons. / Move to action.

Motion by Miller, second by Sexton to approve Resolution 2042. AYES: Miller, Sexton, Stoolman, Goodweiler, Dean. NAYS: None. Motion carried.

Discussion – Capital Improvements Plan (preliminary draft)

Four projects were identified for the Capital Improvements plan with estimated costs and how they would be funded. 1) Wastewater Treatment Facility, \$7.8 million, funded by an SRF loan and repaid with sewer user fees. 2) Cedar-Johnson Rd / Herbert Hoover Highway intersection (roundabout), \$612,000, funded by GO Bonds. 3) Eastside Water Main upgrades (includes streets), \$2.7 million, funded by GO Bonds. 4) Cedar-Johnson Road reconstruction, \$2.5 million, funded by GO Bonds. In addition, as part of the SRF loan, the city has applied for funding of a Clean Water SRF Sponsored Project \$700,000 forgivable loan which would help fund the Wapsi Creek Widening project scheduled to start in April of 2022. Laughlin said he spoke with the City's financial advisor Speer Financial for guidance and would reach out to her again this week now that projects have been identified.

STAFF REPORTS

Goodale reminded the Council of other projects not listed in the Capital Improvements Plan that cannot be put off for too long which include the Greenview Subdivision water main upgrade and painting of the water towers in which water funds will be needed. The Council suggested that funds for these projects be 'set-aside' over a period of years and not to be expended without Council approval.

CITY ADMINISTRATOR REPORT – N/A

CITY ATTORNEY REPORT - NONE

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Laughlin said the City has received some recent interest in the Croell property but was not able to elaborate at this time. Laughlin also said he had a call with developer Chad Kuene who is requesting some sort of TIF for the commercial properties in Parkside Hills but nothing formal has been submitted yet. Miller said he would be volunteering for the Hoover Hunger Program scheduled for this Saturday, October 23rd and invited the Mayor and Council to volunteer as well.

ADJOURNMENT

Motion to adjourn the regular meeting by Sexton, second by Miller. Motion carried on a voice vote. City Council meeting adjourned at 8:05 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: November 1, 2021

AGENDA ITEM:	Approve Kyle Tisinger as a Fire Cadet with the West Branch Fire Department.
---------------------	-----------------------------------------------------------------------------

PREPARED BY:	Leslie Brick, City Clerk
---------------------	--------------------------

DATE:	October 28, 2021
--------------	------------------

BACKGROUND:

The West Branch Fire Department has approved an Application for Membership from Kyle Tisinger for the Voluntary Cadet Program effective October 13, 2021.

All required Parental Consent forms and Terms of Insurance Coverage has been submitted to the City and appear to be in order.



Special Event Permit Application

Event Title/Name: A Christmas Past 2021

Event Organization: West Branch Community Development Group Phone: 643-7100

Organization Address: 109 W Main St Tax ID #: 20-3304311

City: West Branch State: IA Zip Code: 52358

Event Website: mainstreetwestbranch.org Event Email: mainstreetwestbranch@gmail.com

Event Coordinator Name and Title: Jessi Simon, Executive Director

Event Coordinator Email: mainstreetwestbranch@gmail.com

Event Coordinator Cell Number: 319-530-2985

Event Coordinator Address: 109 W Main St (PO Box 786)

City: West Branch State: IA Zip Code: 52358

Description of Event: Community festival providing timeless holiday activities and supporting local small businesses and organizations through special promotions. See attached schedule.

Requested Location(s) -All city facilities will also need to be reserved using the Facility Request Form. If there is a request to shut down a street, a traffic control plan including detour route drawing needs to be submitted.

Town Hall, Heritage Square, old Casey's lot, Wapsi Creek park

Event set up will begin: (date, day of the week and time)	Event will begin: (date, day of the week, and time)	Event will end: (date, day of the week, and time)	Removal and clean-up will be completed: (date, day of the week, and time)
Friday, Dec 3 8am	Friday, Dec 3, 5pm	Saturday, Dec 4, 8pm	Monday, Dec 6 Noon

Maximum Number of Participants: 800 per day Maximum Number of Vehicles: Unsure

Will there be an admission fee? No What is the admission fee? No

Will food be sold? Yes Organizers are responsible for making sure vendors have secured the appropriate permits.

Will alcohol be permitted or sold? No Organizers are responsible for insuring all permits have been obtained and all laws and regulations are followed.

Has all approval from non-city agencies (such as NPS, Johnson County, Cedar County, WBCSD) been granted? ___
Please list other agencies involved. Yes, NPS and Cedar County Public Health

Traffic Control Plan (please attach diagram): See attached for proposed Carriage Ride route.

Streets can remain open and volunteers will assist with directing traffic during carriage rides.



Public Notification Plan: Press releases, social media promotions, website, and brochures.

Amplified Sound/Noise Plan: Holiday music to be played in various areas throughout Main Street, Town Hall and at the Fire Station.

Site Plan/Race Course Map (please attach diagram): See attached routes for carriage and wagon rides.

Security Plan: Will work with WBPD to ensure safety and security throughout the festival.

Restoration Plan: Volunteer groups will clean up and restore area after the event. Public Works requested to deliver sand for fire pits.

Trash Management Plan: Will need public works to empty trash during event.

Restroom Plan: Request access to the restrooms outside WBPD for use by guests. Will also use restrooms in Town Hall, Heritage Museum and old US Bank.

Signs/Banner Plan: Sponsor banner will be displayed Town Hall and possibly in Heritage Square. Signage to encourage COVID mitigation efforts will be placed throughout the event.

Insurance policy: Yes - this is in the works.

Signature:  Date: 10/14/2021

******By signing this form, you are agreeing that you have read the attached guidelines and agree with each as stated.**

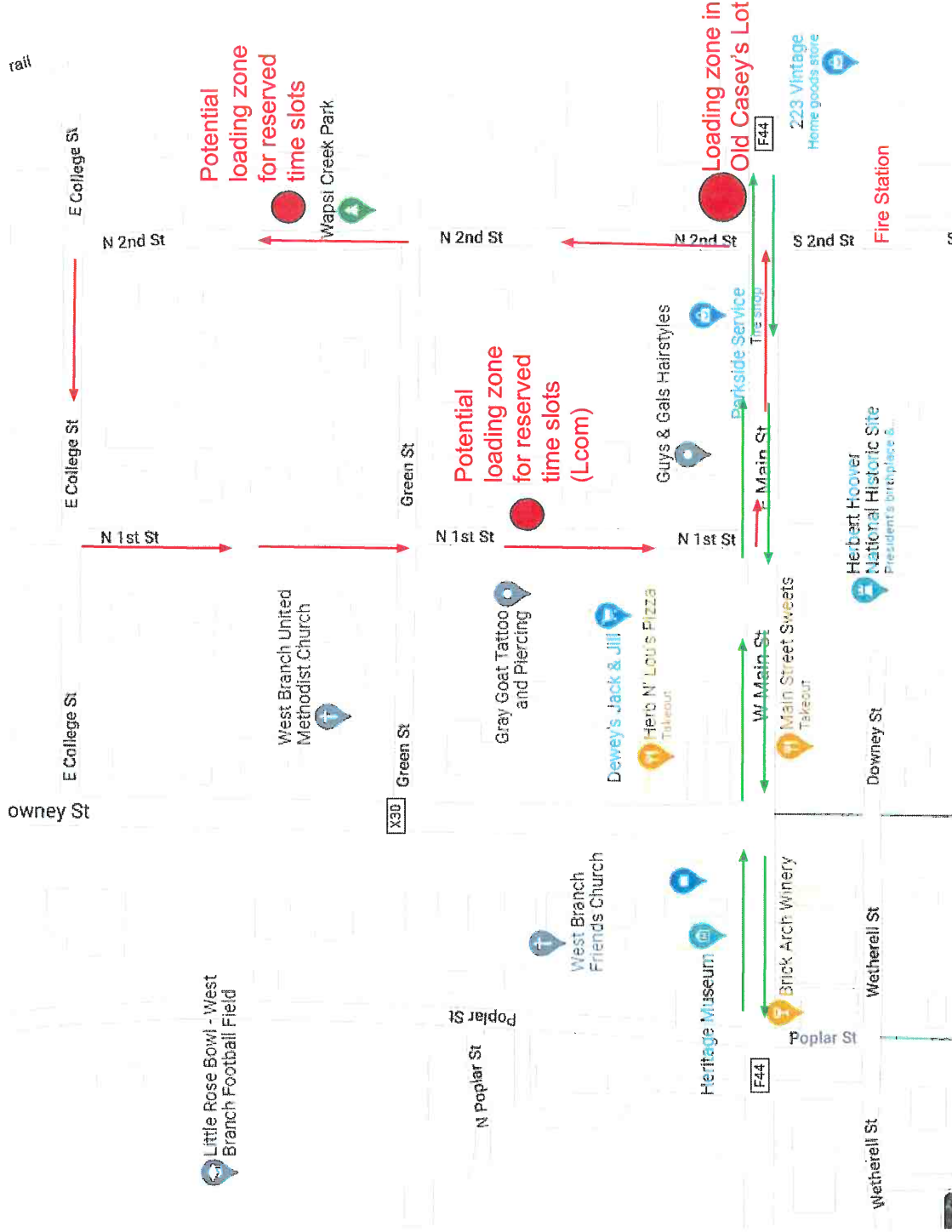
Return completed form to: West Branch City Office, PO Box 218 or 110 N. Poplar St., West Branch, IA 52358.

Please contact Parks and Recreation Director Melissa Russell with any questions 319-930-0393 or melissa@westbranchiowa.org.

Carriage Ride Route Options

Due to COVID-19 regulations we are not likely able to utilize the traditional carriage ride route through the National Park at this time.

These are proposed alternative routes for 2021. **Red** route would be carriage rides, **green** route would be wagons.





Special Event Permit Application

Private events, ceremonies, or parties that anticipate less than 50 people and do not collect any money, sell any products, goods or services including food, beverage, or alcohol, do not use roads, streets, or pathways and do not have amplified sound or large tents do not require a Special Event Permit. A Facility Reservation form may be required. The City of West Branch may waive the submission deadline in extreme cases of unforeseen events.

Please supply the information requested below. Attach additional sheets, if necessary, to provide the required information. In issuing a permit for a special event, the City considers the following items:

1. The event is reasonably likely to cause injury to persons or property, create a disturbance, cause disorderly conduct or encourage or result in violation of the law, or community standards;
2. The event will be unreasonably and substantially interrupt the safe and orderly movement of pedestrians and vehicular traffic in the area;
3. The proposed location is adequate for the size and nature of the event;
4. The event does not unreasonably interfere with the intended use of the area;
5. The Applicant's apparent ability to execute the event;
6. The Applicant's apparent ability to obtain the appropriate insurance (if applicable);
7. The event unreasonably conflicts with other scheduled special events in the community;
8. Approvals by other governing agencies; and
9. All permit requirements have been met.

The application review process begins when the City of West Branch has received a completed application. Applications for special events must be approved by all appropriate departments, including but not limited to the West Branch Police Department, Fire Department, Public Works, Public Library, Parks and Recreation, Administration, and the City Council. In the event the application is denied by the City; the applicant may appeal to the West Branch City Council in writing within five (5) days of denial. The decision of the West Branch City Council is final.

FOR CITY OFFICE USE:

Approved by _____ Date of Approval _____

West Branch Administration _____ West Branch Fire Department _____ West Branch Police Department _____

West Branch Public Library _____ West Branch Public Works _____ West Branch Parks and Recreation _____

Other _____ Other _____

Notes: _____

EXPENDITURES**11/1/2021**

BAKER & TAYLOR INC.	BOOKS	328.21
CROELL, INC.	SHOP PARKING LOT	1,611.50
HOTSY CLEANING SYSTEMS	REPAIRS TO BAY PRESSURE WASHER	1,074.46
IOWA ONE CALL	UTILITY LOCATION SERVICE	48.60
JAYME CILEK	CLEANING SERVICES	229.50
JOHN DEERE FINANCIAL	SHOP TOOLS, UNIFORMS	624.31
JOHNSON COUNTY REFUSE	FALL CLEANUP-LANDFILL	802.80
KNOCHE, REBECCA	CONFERENCE EXPENSES	169.46
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,541.99
LYNCH GARRETT H	BLDG INCENTIVE PAYMENT	1,147.32
LYNCH'S PLUMBING INC	WATER SUPPLY TO N END OF SHOP	418.20
MARTIN P GILLESPIE	BLDG INCENTIVE PAYMENT	847.24
MUNDELL, JENNIFER	BLDG INCENTIVE PAYMENT	1,572.23
MUNICIPAL SUPPLY INC.	FB FIELD METER CREDIT	3,591.38
OVERDRIVE INC	DIGITAL BOOKS	299.97
PORT 'O' JONNY INC.	SERVICE-VB EVENT	220.00
QC ANALYTICAL SERVICES	LAB ANALYSIS	913.00
QUILL CORP	OFFICE SUPPLIES	82.94
RIVER PRODUCTS COMPANY	ROCK FOR SWALES & PIPING	328.40
THE HOME DEPOT PRO	CAN LINERS	810.59
TYLER TECHNOLOGIES	EASY PAY FEES	12.50
U&E CONSTRUCTION LLC	N DOWNEY ST WATER RUNOFF PROJECT	4,500.00
US BANK EQUIPMENT FINANCE	LIBRARY COPIER LEASE	106.25
VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	68,270.14
VERIZON WIRELESS	VERIZON WIRELESS	361.37
WEST BRANCH CDG	DOWNTOWN GIFT CERTIFICATES	90.00
WEST BRANCH TIMES	LEGAL PUBLICATIONS	713.55

TOTAL		90,715.91
--------------	--	------------------

PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS**10/29/2021****41,781.93****PAID BETWEEN MEETINGS**

MEDIACOM	CABLE SERVICE	41.90
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE	500.00
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	3,170.52

TOTAL		3,712.42
--------------	--	-----------------

GRAND TOTAL EXPENDITURES**136,210.26**

FUND TOTALS

001	GENERAL FUND	37,283.85
022	CIVIC CENTER	850.08
031	LIBRARY	7,113.02
110	ROAD USE TAX	14,494.27
112	TRUST AND AGENCY	5,252.54
319	I-80 EAST WATER MAIN & SEWER	1,740.00
321	WIDENING WAPSI CREEK	5,825.28
323	I-80 WEST WATER MAIN	465
324	WW TREATMENT FACILITY	46,640.00
326	ROUNDAABOUT MAIN & CEDAR	5,027.00
600	WATER FUND	8,045.53
610	SEWER FUND	3,473.69

GRAND FUND TOTAL**136,210.26**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	296.29
			TOTAL:	296.29
FIRE OPERATION	GENERAL FUND	VERIZON WIRELESS	WIRELESS SERVICE	40.02
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	88.70
			TOTAL:	128.72
ANIMAL CONTROL	GENERAL FUND	TYLER TECHNOLOGIES	EASY PAY FEES	12.50
			TOTAL:	12.50
PARK & RECREATION	GENERAL FUND	PORT 'O' JONNY INC.	SERVICE-VB EVENT	125.00
		VERIZON WIRELESS	WIRELESS SERVICE	41.42
		WEST BRANCH COMMUNITY DEVELOPMENT GROU	DOWNTOWN GIFT CERTIFICATES	90.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	283.56
		THE HOME DEPOT PRO	CAN LINERS	159.40
			TOTAL:	699.38
CEMETERY	GENERAL FUND	PORT 'O' JONNY INC.	SERVICE-CEMETERY	95.00
			TOTAL:	95.00
ECONOMIC DEVELOPMENT	GENERAL FUND	MARTIN P GILLESPIE	BLDG INCENTIVE PAYMENT	847.24
		MUNDELL, JENNIFER	BLDG INCENTIVE PAYMENT	1,572.23
		LYNCH GARRETT H	BLDG INCENTIVE PAYMENT	1,147.32
			TOTAL:	3,566.79
CLERK & TREASURER	GENERAL FUND	WEST BRANCH TIMES	LEGAL PUBLICATIONS	529.46
		QUILL CORP	OFFICE & CLEANING SUPPLIES	13.80
			OFFICE & CLEANING SUPPLIES	39.14
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	422.68
		JAYME CILEK	CLEANING SERVICES-CITY	94.50
			TOTAL:	1,099.58
SOLID WASTE	GENERAL FUND	WEST BRANCH TIMES	LEGAL PUBLICATIONS	118.50
		JOHNSON COUNTY REFUSE INC.	FALL CLEANUP-LANDFILL	802.80
			TOTAL:	921.30
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	64.95
			TOTAL:	64.95
COMMISSION	GENERAL FUND	WEST BRANCH TIMES	LEGAL PUBLICATIONS	65.59
		VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	93.00
			MOBILE HOME VILLAGE EXPANS	1,302.00
			PARKSIDE HILLS CONST REVIE	6,884.30
			TOTAL:	8,344.89
TOWN HALL	CIVIC CENTER	QUILL CORP	OFFICE & CLEANING SUPPLIES	19.34
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	44.55
		THE HOME DEPOT PRO	FOLDING TABLES	651.19
		JAYME CILEK	CLEANING SERVICES-TOWN HAL	135.00
			TOTAL:	850.08
LIBRARY	LIBRARY	OVERDRIVE INC	DIGITAL BOOKS	297.48
			DIGITAL BOOKS	2.49
		QUILL CORP	OFFICE SUPPLIES	4.81
			OFFICE SUPPLIES	5.85
		KNOCHE, REBECCA	MEAL	35.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BAKER & TAYLOR INC.	MILEAGE	133.76
			BOOKS	118.12
		LIBERTY COMMUNICATIONS	BOOKS	210.09
		US BANK EQUIPMENT FINANCE	TELEPHONE SERVICE	237.61
			LIBRARY COPIER LEASE	106.25
			TOTAL:	1,152.16
ROADS & STREETS	ROAD USE TAX	LYNCH'S PLUMBING INC	WATER SUPPLY TO N END OF S	418.20
		RIVER PRODUCTS COMPANY INC	ROCK FOR SWALES & PIPING	328.40
		VERIZON WIRELESS	WIRELESS SERVICE	93.31
		JOHN DEERE FINANCIAL	SHOP TOOLS	308.77
			UNIFORMS	109.97
			SAFETY SUPPLIES	194.99
		CROELL, INC.	SHOP PARKING LOT	1,611.50
		VEENSTRA & KIMM INC.	GREENVIEW EXT DESIGN	14.56
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	34.55
		HOTSY CLEANING SYSTEMS	REPAIRS TO BAY PRESSURE WA	1,074.46
		U&E CONSTRUCTION LLC	N DOWNEY ST WATER RUNOFF P	4,500.00
			TOTAL:	8,688.71
CAPITAL PROJECT	RELOCATING WATER & VEENSTRA & KIMM INC.		I80 WIDENING EAST DESIGN	1,740.00
			TOTAL:	1,740.00
CAPITAL PROJECT	WIDENING WAPSI CRE VEENSTRA & KIMM INC.		CHANNEL WIDENING FLOOD IMP	5,825.28
			TOTAL:	5,825.28
CAPITAL PROJECT	I-80 WEST, WATER M VEENSTRA & KIMM INC.		I80 WIDENING WEST	465.00
			TOTAL:	465.00
CAPITAL PROJECT	WW TREATMT FAC IMP VEENSTRA & KIMM INC.		WW TREATMENT FACILITY IMPR	46,640.00
			TOTAL:	46,640.00
INVALID DEPARTMENT	ROUNDAABOUT MAIN & VEENSTRA & KIMM INC.		HHH & CEDAR JOHNSON INTERS	5,027.00
			TOTAL:	5,027.00
WATER OPERATING	WATER FUND	IOWA ONE CALL	UTILITY LOCATION SERVICE	24.30
		MUNICIPAL SUPPLY INC.	FOOTBALL FIELD METER	1,567.80
			FB FIELD METER CREDIT	72.70-
		VERIZON WIRELESS	WATER METERS	2,096.28
		JOHN DEERE FINANCIAL	WIRELESS SERVICE	93.31
		VEENSTRA & KIMM INC.	PAINT	10.58
		LIBERTY COMMUNICATIONS	EAST SIDE WATER MAIN REPLA	279.00
			TELEPHONE SERVICE	34.55
			TOTAL:	4,033.12
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	UTILITY LOCATION SERVICE	24.30
		QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	913.00
		VERIZON WIRELESS	WIRELESS SERVICE	93.31
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	34.55
			TOTAL:	1,065.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
	001	GENERAL FUND		15,229.40
	022	CIVIC CENTER		850.08
	031	LIBRARY		1,152.16
	110	ROAD USE TAX		8,688.71
	319	RELOCATING WATER & SEWER		1,740.00
	321	WIDENING WAPSI CREEK @ BE		5,825.28
	323	I-80 WEST, WATER MAIN REL		465.00
	324	WW TREATMT FAC IMP 2021		46,640.00
	326	ROUNDAABOUT MAIN & CEDAR-J		5,027.00
	600	WATER FUND		4,033.12
	610	SEWER FUND		1,065.16

		GRAND TOTAL:		90,715.91

BANK TO BOOK RECONCILIATION				
8/31/2021				
BANK BALANCE @				
	CASH - FIDELITY BANK & TRUST			\$ 4,156,345.23
	CASH - FIDELITY BANK & TRUST - PERPETUAL CARE FUND			\$ 29,130.60
	SUB TOTAL			\$ 4,185,475.83
ADD:	CD'S:	Bank/CD #	Maturity Date	
	ENLOW BUILDING CD	LIBERTY SAVINGS-10447	5/2/2022	\$ 11,134.83
	CEMETERY PERPETUAL CARE	HILLS BANK-30282503	6/11/2022	\$ 97,067.98
	GEN FUND-STREETSCAPE-ACCIONA DONATION	UICCU-1022	12/6/2021	\$ 6,987.42
	LIBRARY-HANSEN CD DONATION	UICCU-1025	8/1/2022	\$ 55,171.66
	LIBRARY-KROUTH PRINCIPAL	UICCU-1023	9/2/2021	\$ 51,008.10
	LIBRARY-KROUTH PRINCIPAL	UICCU-1024	9/2/2021	\$ 23,912.17
	SAVINGS ACCOUNTS			
	GENERAL FUND SAVINGS	UICCU-0001		\$ 5.00
	LIBRARY - KROUTH INTEREST	FIDELITY-SAVINGS ACCOUNT		\$ 8,510.60
	LIBRARY - M GRAY SAVINGS	FIDELITY-SAVINGS ACCOUNT		\$ 16,330.75
	TOTAL CD'S & SAVINGS ACCOUNTS			\$ 270,128.51
	SUB TOTAL			\$ 4,455,604.34
	O/S DEPOSITS			\$ 797.34
LESS:	O/S CHECKS			\$ 22,346.91
	ENDING BOOK BALANCE			\$ 4,434,054.77

CLERK'S REPORT FOR THE MONTH OF AUGUST 2021									
DESCRIPTION	CHECKING	INVESTMENT	BEGINNING BALANCE	RECEIPTS	TRANSFER IN	DISBURSED	TRANSFER OUT	NET CHANGE LIABILITIES	CLERK'S BALANCE
GENERAL									
*(001) GENERAL OPERATING FUND	\$ 1,160,560.14	\$ 5.00	\$ 1,160,565.14	\$ 48,582.09		\$ 129,478.73			\$ 1,079,668.50
** FIRE APPARATUS RESERVE	\$ 400,132.05	\$ -	\$ 400,132.05						\$ 400,132.05
POLICE APPARATUS RESERVE	\$ 56,587.08	\$ -	\$ 56,587.08						\$ 56,587.08
PARK & RECREATION RESERVE	\$ 17,340.39	\$ -	\$ 17,340.39						\$ 17,340.39
PUBLIC WORKS RESERVE	\$ 11,030.00	\$ -	\$ 11,030.00						\$ 11,030.00
SIGNS-ACCIONA DTN INVESTMENT	\$ -	\$ 6,987.42	\$ 6,987.42						\$ 6,987.42
PARK EQUIPMENT/RESERVE	\$ 1,500.00		\$ 1,500.00						\$ 1,500.00
(022) CIVIC CENTER	\$ 42,985.06	\$ -	\$ 42,985.06	\$ 325.00		\$ 1,073.64			\$ 42,236.42
(027) MEMORIAL GARDEN PROJECT	\$ 314.00		\$ 314.00						\$ 314.00
(028) SPLASH PAD RESERVE	\$ 100.00		\$ 100.00						\$ 100.00
(031) LIBRARY	\$ (9,332.62)	\$ 91,063.62	\$ 81,731.00	\$ 294.57		\$ 18,949.16			\$ 63,076.41
(036) TORT LIABILITY	\$ 28,345.07	\$ -	\$ 28,345.07			\$ 35,637.08			\$ (7,292.01)
SPECIAL REVENUE			\$ -						\$ -
(110) ROAD USE TAX	\$ 210,104.25	\$ -	\$ 210,104.25	\$ 21,572.51		\$ 26,772.56			\$ 204,904.20
(112) TRUST & AGENCY (EMPLOYEE BENEFITS)	\$ 194,414.69	\$ -	\$ 194,414.69			\$ 21,218.64			\$ 173,196.05
(119) EMERGENCY TAX FUND	\$ 1,012.68	\$ -	\$ 1,012.68						\$ 1,012.68
(121) LOCAL OPTION SALES TAX	\$ 195,829.91	\$ -	\$ 195,829.91	\$ 22,402.26					\$ 218,232.17
(125) TIF	\$ 143,601.85	\$ -	\$ 143,601.85	\$ 55.96					\$ 143,657.81
(160) REVOLVING LOAN FUND	\$ 137,082.45	\$ -	\$ 137,082.45						\$ 137,082.45
DEBT SERVICE			\$ -						\$ -
(226) DEBT SERVICE	\$ 252,912.27	\$ -	\$ 252,912.27	\$ 98.55					\$ 253,010.82
CAPITAL PROJECTS			\$ -						\$ -
(301) REAP GRANT PROJECT	\$ -	\$ -	\$ -						\$ -
(302) ARPA NEU FUND	\$ -	\$ -	\$ -	\$ 185,683.49					\$ 185,683.49
(304) W MAIN ST STORMWATER IMP	\$ 10,000.00	\$ -	\$ 10,000.00						\$ 10,000.00
(305) MAIN ST CROSSING PROJ	\$ (0.00)	\$ -	\$ (0.00)						\$ (0.00)
(306) 4TH ST IMPROV PROJ	\$ (0.00)	\$ -	\$ (0.00)						\$ (0.00)
(307) MAIN ST INTERSECTION IMPROV	\$ 0.00	\$ -	\$ 0.00						\$ 0.00
(308) PARK IMP - PEDERSEN VALLEY	\$ 50,077.20	\$ -	\$ 50,077.20						\$ 50,077.20
(309) PHASE I PARK IMPROVEMENTS	\$ 0.00	\$ -	\$ 0.00						\$ 0.00
(310) COLLEGE STREET BRIDGE	\$ (0.00)	\$ -	\$ (0.00)						\$ (0.00)
(311) BERANEK PARKING IMPROVEMENTS	\$ -	\$ -	\$ -						\$ -
(312) DOWNTOWN EAST REDEVELOPMENT	\$ 173,912.82	\$ -	\$ 173,912.82						\$ 173,912.82
(313) MAIN ST SIDEWALK-PHASE 4	\$ -	\$ -	\$ -						\$ -
(314) N FIRST ST IMPROVEMENTS	\$ 0.00	\$ -	\$ 0.00						\$ 0.00
(315) MAIN ST WATER MAIN IMPROVEMENTS	\$ -	\$ -	\$ -						\$ -
(316) SAN SEWER I & I LINE/GROUT PH 2	\$ 0.00	\$ -	\$ 0.00						\$ 0.00
(317) ORANGE ST 4TH TO 5TH IMP	\$ -	\$ -	\$ -						\$ -
(318) COLLEGE ST & 2ND ST IMPROVEMENTS	\$ (0.00)	\$ -	\$ (0.00)						\$ (0.00)
(319) RELOCATION OF WATER & SEWER LINES	\$ 564.78		\$ 564.78						\$ 564.78
(320) LIBRARY PARKING LOT IMPROVEMENTS	\$ -	\$ -	\$ -						\$ -
(321) WIDENING WAPSI CREEK @ BERANEK PARK	\$ 165,279.48		\$ 165,279.48			\$ 1,292.00			\$ 163,987.48
(322) SPLASH PAD	\$ -		\$ -						\$ -
(323) I-80 WEST, WATER MAIN RELOCATE	\$ (38,302.89)		\$ (38,302.89)			\$ 5,604.88			\$ (43,907.77)
(324) VVV TREATMT FAC IMP 2021	\$ 62,510.00		\$ 62,510.00	\$ 40,810.00		\$ 23,320.00			\$ 80,000.00
(327) SPONSORED WATER QUALITY IMPE 2021	\$ (6,524.60)		\$ (6,524.60)			\$ 3,574.80			\$ (10,099.40)
PERMANENT			\$ -						\$ -
(500) CEMETERY PERPETUAL FUND	\$ 29,010.60	\$ 97,067.98	\$ 126,078.58	\$ 120.00					\$ 126,198.58
(501) KROUTH PRINCIPAL FUND	\$ -	\$ 51,008.10	\$ 51,008.10						\$ 51,008.10
(502) KROUTH INTEREST FUND	\$ -	\$ 23,912.17	\$ 23,912.17						\$ 23,912.17
ENTERPRISE			\$ -						\$ -
(600) WATER FUND	\$ 189,957.32	\$ -	\$ 189,957.32	\$ 50,588.95		\$ 94,507.31	\$ 5,095.00		\$ 140,943.96
(603) WATER SINKING FUND	\$ 10,187.92	\$ -	\$ 10,187.92	\$ -	\$ 5,095.00				\$ 15,282.92
(610) SEWER FUND	\$ 369,277.93	\$ -	\$ 369,277.93	\$ 59,115.57		\$ 35,969.45	\$ 22,861.00		\$ 369,563.05
(611) SEWER FUND SPECIAL	\$ 171,726.00	\$ -	\$ 171,726.00	\$ -	\$ 22,861.00				\$ 194,587.00
(614) WASTEWATER LIFT STATION	\$ -	\$ -	\$ -						\$ -
(740) STORM WATER UTILITY	\$ 123,555.66	\$ -	\$ 123,555.66	\$ 5,311.50		\$ 33,402.66			\$ 95,464.50
(950) BC/BS FLEXIBLE BENEFIT	\$ (1,478.55)		\$ (1,478.55)						\$ (1,478.55)
TOTAL	\$ 4,154,272.94	\$ 270,044.29	\$ 4,424,317.23	\$ 434,960.45	\$ 27,956.00	\$ 430,800.91	\$ 27,956.00	\$ -	\$ 4,428,476.77
O/S CHECKS			\$35,849.34						\$22,346.91
O/S DEPOSIT			\$365.44						\$797.34
BANK STATEMENT BALANCE			\$4,459,801.13						\$4,450,026.34

CITY OF WEST ANCH
 MTD TREASURERS REPORT
 AS OF: AUGUST 31ST, 2021

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	1,654,142.08	48,582.09	129,478.73	1,573,245.44	0.00	1,352.75	1,574,598.19
011-POLICE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-FIRE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
016-CEMETERY BLDG/EQUIP RES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-PARK & REC RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-PUBLIC WORKS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-CIVIC CENTER	42,985.06	325.00	1,073.64	42,236.42	0.00	225.27	42,461.69
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	314.00	0.00	0.00	314.00	0.00	0.00	314.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	81,731.00	294.57	18,949.16	63,076.41	0.00	496.68	63,573.09
036-TORT LIABILITY	28,345.07	0.00	35,637.08	(7,292.01)	0.00	0.00	(7,292.01)
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	210,104.25	21,572.51	26,772.56	204,904.20	0.00	48.32	204,952.52
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	194,414.69	0.00	21,218.64	173,196.05	0.00	0.00	173,196.05
119-EMERGENCY TAX FUND	1,012.68	0.00	0.00	1,012.68	0.00	0.00	1,012.68
121-OPTION TAX	195,829.91	22,402.26	0.00	218,232.17	0.00	0.00	218,232.17
125-T I F	143,601.85	55.96	0.00	143,657.81	0.00	0.00	143,657.81
160-REVOLVING LOAN FUND	137,082.45	0.00	0.00	137,082.45	0.00	0.00	137,082.45
225-TIF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
226-GO DEBT SERVICE	252,912.27	98.55	0.00	253,010.82	0.00	0.00	253,010.82
300-CAPITAL IMPROV. RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	185,683.49	0.00	185,683.49	0.00	0.00	185,683.49
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-W MAIN ST STORMWATER IMP	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	50,077.20	0.00	0.00	50,077.20	0.00	0.00	50,077.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	173,912.82	0.00	0.00	173,912.82	0.00	0.00	173,912.82
313-MAIN ST SIDEWALK-PHASE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314-N FIRST ST IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-MAIN ST WATER MAIN IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
316-I & I LINE/GROUT PH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
317-ORANGE ST 4TH TO 5TH IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-COLLEGE ST & 2ND ST IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
319-RELOCATING WATER & SEWER	564.78	0.00	0.00	564.78	0.00	0.00	564.78
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	165,279.48	0.00	1,292.00	163,987.48	0.00	0.00	163,987.48
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL (	38,302.89)	0.00	5,604.88	(43,907.77)	0.00	0.00	(43,907.77)
324-WW TREATMT FAC IMP 2021	62,510.00	40,810.00	23,320.00	80,000.00	0.00	0.00	80,000.00
327-SPONS WATER QUAL IMP 2021 (	6,524.60)	0.00	3,574.80	(10,099.40)	0.00	0.00	(10,099.40)
500-CEMETERY PERPETUAL FUND	126,078.58	120.00	0.00	126,198.58	0.00	0.00	126,198.58
501-KROUTH PRINCIPAL FUND	51,008.10	0.00	0.00	51,008.10	0.00	0.00	51,008.10

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: AUGUST 31ST, 2021

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
502-KROUTH INTEREST FUND	23,912.17	0.00	0.00	23,912.17	0.00	0.00	23,912.17
600-WATER FUND	189,957.32	50,588.95	99,602.31	140,943.96	0.00	3,048.58	143,992.54
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	10,187.92	5,095.00	0.00	15,282.92	0.00	0.00	15,282.92
610-SEWER FUND	369,277.93	59,115.57	58,830.45	369,563.05	0.00	406.40	369,969.45
611-SEWER FUND SPECIAL	171,726.00	22,861.00	0.00	194,587.00	0.00	0.00	194,587.00
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	123,555.66	5,311.50	33,402.66	95,464.50	0.00	0.00	95,464.50
950-BC/BS FLEXIBLE BENEFIT	(1,478.55)	0.00	0.00	(1,478.55)	0.00	0.00	(1,478.55)
GRAND TOTAL	4,424,317.23	462,916.45	458,756.91	4,428,476.77	0.00	5,578.00	4,434,054.77

*** END OF REPORT ***

CITY OF WEST ANCH
YTD TREASURERS REPORT
AS OF: AUGUST 31ST, 2021

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	1,747,232.19	92,420.96	266,407.71	1,573,245.44	0.00	1,352.75	1,574,598.19
011-POLICE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-FIRE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
016-CEMETERY BLDG/EQUIP RES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-PARK & REC RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-PUBLIC WORKS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-CIVIC CENTER	43,283.79	676.65	1,724.02	42,236.42	0.00	225.27	42,461.69
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	314.00	0.00	0.00	314.00	0.00	0.00	314.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	95,826.09	358.68	33,108.36	63,076.41	0.00	496.68	63,573.09
036-TORT LIABILITY	33,009.62	286.45	40,588.08	(7,292.01)	0.00	0.00	(7,292.01)
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	269,458.19	57,895.13	122,449.12	204,904.20	0.00	48.32	204,952.52
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	215,782.29	1,815.94	44,402.18	173,196.05	0.00	0.00	173,196.05
119-EMERGENCY TAX FUND	762.47	250.21	0.00	1,012.68	0.00	0.00	1,012.68
121-OPTION TAX	175,622.55	42,609.62	0.00	218,232.17	0.00	0.00	218,232.17
125-T I F	143,547.46	110.35	0.00	143,657.81	0.00	0.00	143,657.81
160-REVOLVING LOAN FUND	137,082.45	0.00	0.00	137,082.45	0.00	0.00	137,082.45
225-TIF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
226-GO DEBT SERVICE	250,720.66	2,290.16	0.00	253,010.82	0.00	0.00	253,010.82
300-CAPITAL IMPROV. RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	185,683.49	0.00	185,683.49	0.00	0.00	185,683.49
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-W MAIN ST STORMWATER IMP	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	50,077.20	0.00	0.00	50,077.20	0.00	0.00	50,077.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	173,912.82	0.00	0.00	173,912.82	0.00	0.00	173,912.82
313-MAIN ST SIDEWALK-PHASE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314-N FIRST ST IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-MAIN ST WATER MAIN IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
316-I & I LINE/GROUT PH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
317-ORANGE ST 4TH TO 5TH IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-COLLEGE ST & 2ND ST IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
319-RELOCATING WATER & SEWER	564.78	0.00	0.00	564.78	0.00	0.00	564.78
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	165,279.48	0.00	1,292.00	163,987.48	0.00	0.00	163,987.48
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL (	38,302.89)	0.00	5,604.88	(43,907.77)	0.00	0.00	(43,907.77)
324-WW TREATMT FAC IMP 2021	62,510.00	40,810.00	23,320.00	80,000.00	0.00	0.00	80,000.00
327-SPONS WATER QUAL IMP 2021 (	6,524.60)	0.00	3,574.80	(10,099.40)	0.00	0.00	(10,099.40)
500-CEMETERY PERPETUAL FUND	126,078.58	120.00	0.00	126,198.58	0.00	0.00	126,198.58
501-KROUTH PRINCIPAL FUND	51,008.10	0.00	0.00	51,008.10	0.00	0.00	51,008.10

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: AUGUST 31ST, 2021

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
502-KROUTH INTEREST FUND	23,912.17	0.00	0.00	23,912.17	0.00	0.00	23,912.17
600-WATER FUND	162,777.76	112,120.26	133,954.06	140,943.96	0.00	3,048.58	143,992.54
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	5,092.92	10,190.00	0.00	15,282.92	0.00	0.00	15,282.92
610-SEWER FUND	339,461.60	130,399.71	100,298.26	369,563.05	0.00	406.40	369,969.45
611-SEWER FUND SPECIAL	150,915.50	43,671.50	0.00	194,587.00	0.00	0.00	194,587.00
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	126,610.48	10,896.68	42,042.66	95,464.50	0.00	0.00	95,464.50
950-BC/BS FLEXIBLE BENEFIT	(1,478.55)	0.00	0.00	(1,478.55)	0.00	0.00	(1,478.55)
GRAND TOTAL	4,514,637.11	732,605.79	818,766.13	4,428,476.77	0.00	5,578.00	4,434,054.77

*** END OF REPORT ***

PROGRAM EXPENDITURES FOR THE MONTH AUGUST OF 2021

16.67%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
PUBLIC SAFETY					
POLICE DEPARTMENT					
GENERAL FUND	\$ 357,004.00	\$ 27,325.44	\$ 54,772.57	\$ 302,231.43	15.34%
TORT LIABILITY	\$ 12,102.00	\$ 7,774.55	\$ 8,904.55	\$ 3,197.45	73.58%
TRUST & AGENCY	\$ 83,466.00	\$ 6,837.15	\$ 13,366.83	\$ 70,099.17	16.01%
FIRE DEPARTMENT					
GENERAL FUND	\$ 259,000.00	\$ 1,536.12	\$ 8,075.88	\$ 250,924.12	3.12%
TORT LIABILITY	\$ 10,759.00	\$ 4,691.77	\$ 6,442.77	\$ 4,316.23	59.88%
TRUST & AGENCY	\$ 18,992.00	\$ 1,285.71	\$ 2,571.42	\$ 16,420.58	13.54%
ANIMAL CONTROL	\$ 3,250.00	\$ 16.25	\$ 16.25	\$ 3,233.75	0.50%
BUILDING INSPECTIONS	\$ 16,611.00	\$ 1,213.56	\$ 2,828.20	\$ 13,782.80	17.03%
TOTAL PUBLIC SAFETY	\$ 761,184.00	\$ 50,680.55	\$ 96,978.47	\$ 664,205.53	12.74%
PUBLIC WORKS					
ROADS & STREETS					
GENERAL FUND	\$ 69,472.00	\$ -	\$ 106.00	\$ 69,366.00	0.15%
TORT LIABILITY	\$ 13,938.00	\$ 9,614.66	\$ 10,733.66	\$ 3,204.34	77.01%
ROAD USE TAX FUND	\$ 400,040.00	\$ 26,772.56	\$ 122,449.12	\$ 277,590.88	30.61%
TRUST & AGENCY	\$ 57,468.00	\$ 4,343.19	\$ 8,961.55	\$ 48,506.45	15.59%
STREET LIGHTING - GENERAL FUND	\$ 37,000.00	\$ 4,205.82	\$ 6,764.65	\$ 30,235.35	18.28%
SOLID WASTE - GENERAL FUND	\$ 201,000.00	\$ 16,307.50	\$ 46,708.78	\$ 154,291.22	23.24%
TOTAL PUBLIC WORKS	\$ 778,918.00	\$ 61,243.73	\$ 195,723.76	\$ 583,194.24	25.13%
TOTAL HEALTH & SOCIAL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CULTURE & RECREATION					
LIBRARY					
GENERAL FUND	\$ 220,949.00	\$ 18,949.16	\$ 33,108.36	\$ 187,840.64	14.98%
TORT LIABILITY	\$ 4,255.00	\$ 3,909.16	\$ 3,974.16	\$ 280.84	93.40%
TRUST & AGENCY	\$ 32,923.00	\$ 2,740.95	\$ 5,480.50	\$ 27,442.50	16.65%
PARKS & RECREATION				\$ -	
GENERAL FUND	\$ 210,930.00	\$ 22,107.02	\$ 43,150.36	\$ 167,779.64	20.46%
TORT LIABILITY	\$ 5,870.00	\$ 3,833.92	\$ 4,385.92	\$ 1,484.08	74.72%
TRUST & AGENCY	\$ 34,750.00	\$ 2,998.04	\$ 6,050.58	\$ 28,699.42	17.41%
CEMETERY					
GENERAL FUND	\$ 94,044.00	\$ 8,191.45	\$ 17,349.36	\$ 76,694.64	18.45%
TORT LIABILITY	\$ 2,040.00	\$ 1,326.59	\$ 1,512.59	\$ 527.41	74.15%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
TRUST & AGENCY	\$ 14,759.00	\$ 1,115.12	\$ 2,406.40	\$ 12,352.60	16.30%
CIVIC CENTER				\$ -	
GENERAL FUND	\$ 19,750.00	\$ 1,073.64	\$ 1,724.02	\$ 18,025.98	8.73%
TRUST & AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY & CULTURAL DEV. (HHTD)	\$ 58,000.00	\$ 26,542.86	\$ 36,823.30	\$ 21,176.70	63.49%
LOCAL CABLE ACCESS				\$ -	
GENERAL FUND	\$ 27,644.00	\$ 2,535.62	\$ 4,393.46	\$ 23,250.54	15.89%
TRUST & AGENCY	\$ 4,254.00	\$ 282.18	\$ 576.81	\$ 3,677.19	13.56%
TOTAL CULTURE & RECREATION	\$ 730,168.00	\$ 95,605.71	\$ 160,935.82	\$ 569,232.18	22.04%
COMMUNITY & ECONOMIC DEV.					
ECONOMIC DEVELOPMENT	\$ 74,159.00	\$ 6,409.00	\$ 6,409.00	\$ 67,750.00	8.64%
PLANNING & ZONING	\$ 25,000.00	\$ 1,207.80	\$ 1,207.80	\$ 23,792.20	4.83%
REVOLVING LOAN FUND	\$ -	\$ -	\$ -	\$ -	
TIF DEBT SERVICE	\$ 75,233.00	\$ -	\$ -	\$ 75,233.00	0.00%
TOTAL COMMUNITY & E.D.	\$ 174,392.00	\$ 7,616.80	\$ 7,616.80	\$ 166,775.20	4.37%
GENERAL GOVERNMENT					
MAYOR & COUNCIL					
GENERAL FUND	\$ 16,500.00	\$ 485.19	\$ 920.38	\$ 15,579.62	5.58%
TRUST & AGENCY	\$ 2,564.00	\$ 47.39	\$ 94.78	\$ 2,469.22	3.70%
CLERK & TREASURER					
GENERAL FUND	\$ 148,777.00	\$ 10,082.56	\$ 33,933.28	\$ 114,843.72	22.81%
TORT LIABILITY	\$ 5,017.00	\$ 4,440.37	\$ 4,545.37	\$ 471.63	90.60%
TRUST & AGENCY	\$ 20,799.00	\$ 1,398.51	\$ 4,493.52	\$ 16,305.48	21.60%
LEGAL SERVICES	\$ 27,000.00	\$ 1,529.00	\$ 3,437.29	\$ 23,562.71	12.73%
TOTAL GENERAL GOVERNMENT	\$ 220,657.00	\$ 17,983.02	\$ 47,424.62	\$ 173,232.38	21.49%
GO DEBT SERVICE	\$ 1,013,986.00	\$ -	\$ -	\$ 1,013,986.00	0.00%
CAPITAL PROJECTS					
PARK IMP - PEDERSEN VALLEY	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	0.00%
COLLEGE ST BRIDGE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	
BERANEK PARKING IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	
DOWNTOWN EAST REDEVELOPMENT	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.00%
COLLEGE ST & 2ND ST IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
RELOCATING WATER & SEWER LINES	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00	0.00%
WIDENING WAPSI CREEK @ BERANEK	\$ 230,000.00	\$ 1,292.00	\$ 1,292.00	\$ 228,708.00	0.56%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
SPLASH PAD	\$ -	\$ -	\$ -	\$ -	
I-80 WEST WATER MAIN RELOCATION	\$ 150,000.00	\$ 5,604.88	\$ 5,604.88	\$ 144,395.12	
WW TREATMENT FACILITY IMP 2021	\$ 1,400,000.00	\$ 23,320.00	\$ 23,320.00	\$ 1,376,680.00	
SCHOOL TURN LANE MAIN/DAWSON	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	
ROUNDAABOUT MAIN & CEDAR	\$ 110,000.00	\$ -	\$ -	\$ 110,000.00	
SPONSORED WATER QUAL IMP 2021	\$ -	\$ 3,574.80	\$ 3,574.80	\$ (3,574.80)	
TOTAL CAPITAL PROJECTS	\$ 2,580,000.00	\$ 33,791.68	\$ 33,791.68	\$ 2,546,208.32	1.31%
BUSINESS TYPE ACTIVITIES					
WATER FUND	\$ 409,707.00	\$ 94,507.31	\$ 123,764.06	\$ 285,942.94	30.21%
WATER SINKING FUND	\$ 61,113.00	\$ -	\$ -	\$ 61,113.00	0.00%
SEWER FUND	\$ 295,231.00	\$ 35,969.45	\$ 56,626.76	\$ 238,604.24	19.18%
WASTE WATER LIFT STATION	\$ -		\$ -	\$ -	
STORM WATER UTILITY	\$ 45,000.00	\$ 33,402.66	\$ 42,042.66	\$ 2,957.34	93.43%
TOTAL BUSINESS TYPE ACTIVITIES	\$ 811,051.00	\$ 163,879.42	\$ 222,433.48	\$ 588,617.52	27.43%
NON-DEPARTMENTAL TRANSFERS					
GENERAL FUND	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	
ROAD USE TAX	\$ -	\$ -	\$ -	\$ -	
EMERGENCY TAX FUND	\$ 40,750.00	\$ -	\$ -	\$ 40,750.00	0.00%
LOCAL OPTION SALES TAX	\$ 221,471.00	\$ -	\$ -	\$ 221,471.00	0.00%
TIF	\$ 459,123.00	\$ -	\$ -	\$ 459,123.00	0.00%
MAIN ST INTERSECTION IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	
PARK IMP - PEDERSEN VALLEY	\$ -	\$ -	\$ -	\$ -	
COLLEGE STREET BRIDGE	\$ -	\$ -	\$ -	\$ -	
KROUTH PRINCIPAL FUND	\$ -	\$ -	\$ -	\$ -	
WATER FUND	\$ 101,113.00	\$ 5,095.00	\$ 10,190.00	\$ 90,923.00	10.08%
SEWER FUND	\$ 285,000.00	\$ 22,861.00	\$ 43,671.50	\$ 241,328.50	15.32%
SEWER FUND SPECIAL	\$ -	\$ -	\$ -	\$ -	
STORM WATER UTILITY	\$ -	\$ -	\$ -	\$ -	
BC/BS FLEXIBLE BENEFIT	\$ -	\$ -	\$ -	\$ -	
TOTAL NON-DEPARMENTAL TRANSFERS	\$ 1,157,457.00	\$ 27,956.00	\$ 53,861.50	\$ 1,103,595.50	4.65%
TOTAL FOR ALL FUNCTIONS	\$ 8,227,813.00	\$ 458,756.91	\$ 818,766.13	\$ 7,409,046.87	

CITY OF WEST BRANCH
EXPENDITURES BY ACTIVITY (UNAUD.)
AS OF: AUGUST 31ST, 2021

001-GENERAL FUND

16.67% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL NON-PROGRAM	1,157,457.00	27,956.00	53,861.50	4.65	1,103,595.50
TOTAL PUBLIC SAFETY	761,184.00	50,680.55	96,978.47	12.74	664,205.53
TOTAL PUBLIC WORKS	778,918.00	61,243.73	195,723.76	25.13	583,194.24
TOTAL HEALTH & SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE & RECREATION	730,168.00	95,605.71	160,935.82	22.04	569,232.18
TOTAL COMMUNITY & ECON DEVELOP	174,392.00	7,616.80	7,616.80	4.37	166,775.20
TOTAL GENERAL GOVERNMENT	220,657.00	17,983.02	47,424.62	21.49	173,232.38
TOTAL DEBT SERVICE	1,013,986.00	0.00	0.00	0.00	1,013,986.00
TOTAL CAPITAL PROJECTS	2,580,000.00	33,791.68	33,791.68	1.31	2,546,208.32
TOTAL BUSINESS TYPE/ENTERPRISE	811,051.00	163,879.42	222,433.48	27.43	588,617.52
TOTAL EXPENDITURES	8,227,813.00	458,756.91	818,766.13	9.95	7,409,046.87

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, 110 N. Poplar Street, P.O. Box 218, West Branch, Iowa 52358 (319)643-5888

ORDINANCE NO. 784

AN ORDINANCE RE-ZONING CERTAIN PROPERTY GENERALLY LOCATED NORTH OF EAST MAIN STREET AND WEST OF AND ADJACENT TO 4TH STREET FROM INDUSTRIAL DISTRICT TO PUD – PLANNED UNIT DEVELOPMENT DISTRICT.

WHEREAS, the City initiated a rezoning application of the property described below , said parcel being legally described as:

The real property in the Retracement Plat of Survey filed for record on October 8, 2018 in Book K at Page 110, Records of the Cedar County Recorder; and

Lots 1-5 in Block 3, in West Branch, Iowa and the abandoned railroad right-of-way located west of said Lots 1-5; and

Lots 1 and 2 in Tract 1 located in the abandoned railroad in the SE ¼ of Section 5, Township 79 North, Range 4 West of the 5th P.M., West Branch, Cedar County, Iowa, as shown in Plat Book E on page 117 in the Cedar County Recorder's Office; and

A tract of land in the SW ¼ of Section 5, Township 79 North, Range 4 West in the Town of West Branch, and more particularly described as follows: Beginning at a point on the south line of College Street, said point being 50 feet easterly of as measured radially from the centerline of the Chicago, Rock Island and Pacific Railroad's main track; thence S 14°34'45" East, 2.91 feet; thence southerly 72.62 feet, more or less, along a line curved to the left, parallel with and 50 feet easterly of said centerline; said line having a chord length of 72.62 feet; thence N 74°10'55" East 199.78 feet to a point on the easterly line of said Railroad Company's station grounds; thence northerly along the easterly line of said station grounds 145 feet, more or less, to the centerline of College Street; thence S 62°05'00" West along said centerline 205.64 feet to a line 50 feet easterly of and parallel with the centerline of said Railroad Company's main tract; thence southerly along last said parallel line 20 feet, more or less, to the point of beginning; and

Commencing at an iron pin located on the east right-of-way line of Fourth Street, 33.00 feet north of the centerline of East Main Street; all located in Section 5, Township 79 North, Range 4 West of the 5th P.M. in the City of West Branch, Cedar County, Iowa; thence westerly 58.42 feet along the north right-of-way line of said East Main Street to the point of beginning; thence northerly 64.30 feet along the easterly line of a building fronting on Fourth Street and East Main Street to the SE corner of the partition wall between said building and adjacent building to the north; thence westerly 58.30 feet along the south side of said partition wall to a point 0.70 feet east of the SW corner of said wall; thence southerly 64.35 feet on a line parallel to the westerly wall of said building to an "X" cut in the concrete sidewalk and the north right-of-way line of East Main Street; thence easterly 58.30 feet along said right-of-way line to the point of beginning; and

Beginning at a point 37 feet 1 inch north of and 58 feet 5 inches west of the SE corner of the SW ¼ of Section 5, Township 79 North, Range 4 West of the 5th P.M. in the Town of West Branch, Cedar County, Iowa; thence north 60 feet 1.25 inches; thence west 2 feet 1.75 inches; thence south 60 feet 1.25 inches; thence east 1 foot 7 inches to the place of beginning; and commencing 33 feet north and 60 feet west of the SE corner of Section 5, Township 79 North, Range 4 West of the 5th P.M. in the Town of West Branch, Cedar County, Iowa; thence running north 120 feet along the west side of Fourth Street in said town; thence west 60 feet; thence south 120 feet to the north side of East Main Street; thence east 60 feet to the point of beginning

(the “Property”); and

WHEREAS, the City has requested that the Parcel be rezoned to be located in a PUD – Planned Unit Development District in place of an Industrial District; and

WHEREAS, the West Branch Planning and Zoning Commission has recommended the City Council approve said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

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

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel being located in a PUD – Planned Unit Development District in place of Industrial District.

Section 2. This ordinance shall be in full force and effect from and after its publication as by law provided.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

Passed and approved this ____ day of _____, 2021.

First Reading:	October 18, 2021
Second Reading:	November 1, 2021
Third Reading:	November 15, 2021

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, City Clerk

ORDINANCE NO. 783

AN ORDINANCE AMENDING TITLE “ALL-TERRAIN VEHICLE AND SNOWMOBILES” CHAPTER 75

WHEREAS, the West Branch City Council finds it in the best interest of the residents of West Branch to have consistent laws within Cedar County that regulate the operation of All-terrain and Off-road Utility Vehicles on all City roads.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of West Branch, Cedar County, Iowa:

Section 1: Amendment. The Code of Ordinances is hereby amended by the City Council of West Branch, Iowa by repealing Title, “ALL-TERRAIN VEHICLE AND SNOWMOBILES”, Chapter 75 in its entirety and is hereby replaced with Title, “ALL-TERRAIN VEHICLE, OFF-ROAD VEHICLE AND SNOWMOBILES”, Chapter 75.

75.01 PURPOSE. The purpose of this chapter is to regulate the operation of all-terrain, off-road utility vehicles (excluding the Fire Department or Police Department all-terrain or off-road utility vehicles) and snowmobiles within the City of West Branch.

75.02 DEFINITIONS. For use in the chapter the following terms are defined:

1. “All-terrain Vehicle” as defined by Iowa Code Section 321I.1 means a motorized vehicle with not less than three (3) and not more than six (6) non-highway tires that is limited in engine displacement to less than one thousand two hundred cubic centimeters (1,200cc) and in total dry weight to less than one thousand two hundred (1,200) pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.
2. “Off-road Utility Vehicle” as defined by Iowa Code Section 321I.1 means a motorized vehicle with not less than four (4) and not more than eight (8) non-highway tires or rubberized tracks that have a seat that is of a bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. “Off-road Utility Vehicle” includes the following vehicles:
 - A. “Off-road Utility Vehicle—type 1” means an Off-road Utility Vehicle with a total dry weight of one thousand two hundred (1,200) pounds or less and a width of fifty (50) inches or less.
 - B. “Off-road Utility Vehicle—type 2” means an Off-road Utility Vehicle, other than a type 1 Off-road Utility Vehicle, with a total dry weight of two thousand (2,000) pounds or less, and a width of sixty-five (65) inches or less.
 - C. “Off-road Utility Vehicle—type 3” means an Off-road Utility Vehicle with a total dry weight of more than two thousand (2,000) pounds or a width of more than sixty-five (65) inches, or both.
3. “Snowmobile” as defined by Iowa Code Section 321G.1 means a motorized vehicle weighing less than one thousand pounds which uses sled-type runners or skis, endless belt-type tread with a width of forty-eight inches or less, or any combination of runners, skis, or tread, and is designed for travel on snow or ice. “Snowmobile” does not include an all-terrain vehicle or off-road utility vehicle, as defined in section

321I.1, which has been altered or equipped with runners, skis, belt-type tracks, or treads.

4. "Roadway" as defined by Iowa Code Section 321I.1 means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

75.03 GENERAL REGULATIONS, SNOWMOBILES. No person shall operate a snowmobile within the City in violation of the provisions of Chapter 321G of the Code of Iowa or rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, numbering and equipment and manner of operation.

75.04 PLACES OF OPERATION, SNOWMOBILES. The operators of snowmobiles shall comply with the following restrictions as to where snowmobiles may be operated within the City:

1. Roadways. Snowmobiles shall be operated only upon roadways which have not been plowed during the snow season and on such other roadways as may be designated by resolution of the Council.
2. Exceptions. Snowmobiles may be operated on prohibited roadways only under the following circumstances:
 - A. Emergencies. Snowmobiles may be operated on any roadway in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.
 - B. Direct Crossing. Snowmobiles may make a direct crossing of a prohibited roadway provided:
 - (1) The crossing is made at an angle of approximately ninety (90) degrees to the direction of the roadway and at a place where no obstruction prevents a quick and safe crossing;
 - (2) The snowmobile is brought to a complete stop before crossing the roadway;
 - (3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and
 - (4) In crossing a divided roadway, the crossing is made only at an intersection of such roadway with another roadway.

75.05 GENERAL REGULATIONS, ALL-TERRAIN VEHICLES AND OFF-ROAD UTILITY VEHICLES. No person shall operate an all-terrain vehicle and/or off-road utility vehicle within the City in violation of this Chapter.

75.06 OPERATION ON ROADWAYS, ALL-TERRAIN VEHICLES AND OFF-ROAD UTILITY VEHICLES. A registered All-Terrain Vehicle or Off-road Utility Vehicle may be operated on City roadways pursuant to the restrictions in this ordinance and those restrictions imposed by the Code of Iowa. A person shall not operate an All-terrain vehicle or Off-road Utility Vehicle upon roadways in the City unless,

1. The operator has a valid driver's license and is at least 16 years of age.
2. A person under 18 years of age shall be required to take and pass an Iowa Department of Natural Resources approved ATV Education Course and must carry a valid safety certificate on board as proof that the Iowa Department of Natural Resources approved ATV Education Course was successfully completed.

3. Operation of an All-Terrain Vehicle and/or Off-road Utility Vehicle is only permitted on the roadway or shoulder, not in the ditch.

75.07 UNLAWFUL OPERATION. A person shall not operate an All-terrain Vehicle, Off-road Utility Vehicle and/or snowmobile under any of the following conditions.

1. At a rate of speed in excess of the speed limit of the roadway or thirty-five (35) miles per hour, whichever is less.
2. In a careless, reckless or negligent manner so as to endanger any person; cause injury or damage to person or property; or create unnecessary skidding or sliding or cause any wheel or wheels, ski or skis to unnecessarily lose contact with the ground.
3. Without a lighted headlight and taillight.
4. On public land, ice or snow in violation of official signs prohibiting such operation.
5. In any City park, playground or upon any other City-owned property without the express permission of the City.
6. Any portion of a meandered stream or the bed of a non-meandered stream has been identified as a navigable stream or river by the Iowa Department of Natural Resources and which is covered by water. This provision does not apply to designated riding areas, designated riding trails, construction vehicles engaged in lawful activity and or operation on ice.
7. Upon an operation railroad right of way. All-terrain Vehicles, Off-road Utility Vehicles and Snowmobiles may be driven directly across a railroad right-of-way only at an established crossing.
8. With more persons on the vehicle than it was designed to carry.
9. On any riding area or trail unless the trail is designated by signs as open to All-terrain, Off-Road Utility vehicle and/or snowmobile operation.

75.08 REGISTRATION REQUIREMENT AND OTHER CONDITIONS. Individuals who operate on roadways within the City of West Branch must register the All-terrain Vehicle, Off-road Utility Vehicle and/or Snowmobile with the Iowa Department of Natural Resources. The following conditions apply:

1. The owner of each All-terrain Vehicle or Off-road Utility Vehicle or Snowmobile shall be required to provide proof of ownership including but not limited to bill of sale, Iowa Department of Natural Resources registration or registration from the appropriate out-of-state authority, and Proof of Liability Insurance.
2. All-terrain Vehicles, Off-Road Utility Vehicles or Snowmobiles registered in Iowa are required to display their current registration decal and carry their certificate on board.
3. All-terrain Vehicles, Off-Road Utility Vehicles or Snowmobiles registered in another state are required to also display a valid Iowa Department of Natural Resources User Permit in addition to displaying their current registration decal and carrying their certificate on board.
4. Registration shall not be required for All-terrain Vehicles and/or Off-Road Utility Vehicles used exclusively as farm implements or as identified by the Code of Iowa.

75.09 NEGLIGENCE. The owner and operator of an All-terrain Vehicle, Off-Road Utility Vehicle or Snowmobile are liable for any injury or damage occasioned by the negligent operation of the All-terrain Vehicle, Off-Road Utility Vehicle or Snowmobile.

75.10 ACCIDENT REPORTS. Whenever an All-terrain Vehicle, Off-Road Utility Vehicle or Snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to two hundred (\$200.00) dollars or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer and shall file an accident report in accordance with the Code of Iowa.

75.11 PENALTIES. Violation of this chapter will be punishable as a Simple Misdemeanor subject to a fine plus applicable court surcharge costs and/or up to 30 days in jail.

- | | |
|----------------------------------|---------------|
| 1. First Offense: | \$100.00 fine |
| 2. Second Offense: | \$200.00 fine |
| 3. Third and subsequent Offense: | \$300.00 fine |

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

PASSED AND APPROVED THIS 1st day of November, 2021.

First Reading:	October 4, 2021
Second Reading:	October 18, 2021
Third Reading:	November 1, 2021

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

Prepared by: Kevin D. Olson, 1400 5th Street, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, 110 Poplar Street, West Branch, Iowa 52358 (319) 643-5888

RESOLUTION NO. 2043

RESOLUTION APPROVING AND ACCEPTING CERTAIN MUNICIPAL IMPROVEMENTS CONSTRUCTED IN LOETHEN RIDGE ESTATES, WEST BRANCH, IOWA.

WHEREAS, the City of West Branch by Resolution approve the Final Plat of Loethen Ridge, West Branch, Iowa; and

WHEREAS, as part of the subdivision approval, the City and IWB, LLC, entered into that certain Subdivider's Agreement recorded in Book 1553 at page 129, Records of the Cedar County Recorder, which required IWB to construct certain municipal improvements; and

WHEREAS, said municipal improvements have been reviewed by the City Engineer and found to meet City standards and specifications; and

WHEREAS, it is now necessary for the City Council to release IWB from its requirements under said Subdivider's Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the above-listed improvements be and the same are hereby approved and accepted by the City.

BE IT FURTHER RESOLVED that all of the internal municipal improvements required to be constructed by the developer for Loethen Ridge, West Branch, Iowa, under the terms of the aforementioned Subdivider's agreement, **excepting and excluding sidewalks**, be and the same are hereby accepted. Accordingly, the developer is hereby released from the requirements under the above-referenced Subdivider's agreement **except for the construction of sidewalks, which will be released on a lot-by-lot basis**. Finally, the City Clerk is hereby authorized and directed to certify a copy of this Resolution to the Cedar County Recorder's Office so that it may serve as a formal Release for the municipal improvements accepted herein.

* * * * *

Passed and approved this 1st day of November, 2021.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

RESOLUTION 2044

RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR THE MAIN STREET PROGRAM IN WEST BRANCH, IOWA

WHEREAS, an Agreement between the Iowa Economic Development Authority, West Branch Community Development Group and the City of West Branch for the purpose of continuing the Main Street Iowa program in West Branch and,

WHEREAS, this Agreement is pursuant to contractual agreements between Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of West Branch Iowa and,

WHEREAS, the City Council of West Branch endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of West Branch, Iowa, meeting in regular session on November 1, 2021 that the City of West Branch hereby agrees to support both financially and philosophically the work of the West Branch Community Development Group, designates the Main Street Board to supervise the Executive Director and commits to appoint a city official to represent the City on the local Main Street Board. The source of funds to support the West Branch Community Development Group will be from Hotel/Motel Tax and/or General Fund dollars.

PASSED, APPROVED, AND ADOPTED THIS 1st day of November, 2021.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT

THIS MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT ("Agreement") is entered into and executed by the Iowa Economic Development Authority (the "IEDA"), the City of West Branch (the "City"), and Friends of Historic Downtown West Branch / DBA West Branch Community Development Group (the "Local Main Street Program") (Individually "Party" and Jointly, the "Parties").

WHEREAS, the IEDA administers the Main Street Iowa Program (the "MSI Program"); and

WHEREAS, the City was selected to participate in the MSI Program in 2006 and entered into a Program Agreement with the IEDA pursuant to which the City and the Local Main Street Program established a partnership with IEDA; and

WHEREAS, the City and the Local Main Street Program desire to continue to participate in the MSI Program; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION I. The Local Main Street Program agrees to:

1. Main Street Revitalization Focus:

- a. Maintain the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
- b. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Paid Executive Director:

- a. Employ a paid part-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the City. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program. Part time employment is 25 hours per week dedicated to the Local Main Street Program. The Local Main Street Program and the City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position.
- b. In the event this position is vacated during the time of this agreement, the Local Main Street Program shall fill this position in a reasonable time and provide a written timeline to fill this position to the IEDA's Main Street Iowa State Coordinator ("the Coordinator").
- c. If the Executive Director for the Local Main Street Program also serves as the director, executive director, chief executive officer, president, or other leadership role for another organization or program (e.g., chamber, tourism, community/county economic development, City, etc.) the Executive Director shall dedicate at least twenty-five hours per week to their duties as Executive Director of the Local Main Street Program.
- d. Develop and maintain an accurate position description for the Executive Director, a copy of which shall be provided to the Coordinator, which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible.
- e. Maintain worker's compensation insurance for the Executive Director and staff.

3. Designated Main Street District: Submit to the Coordinator a current map of the approved designated Main Street district contemporaneously with execution of this Agreement.
4. Main Street Program Office: Maintain an office within the designated boundaries of the local Main Street district.
5. Main Street Economic Impact Reporting:
 - a. Submit economic impact reports to the Coordinator on or established due date documenting the progress of the Local Main Street Program's activities.
 - b. If the Local Main Street Program is 30 or more days late submitting any economic impact report, Main Street Iowa design services, business support services, eligibility for grant applications, and targeted technical assistance visits available through Main Street Iowa may be suspended until the Local Main Street Program has submitted all required reports.
6. National Main Street Accreditation:
 - a. Maintain Main Street America National Accreditation.
 - b. Maintain a "Main Street America Member Community" membership with Main Street America.
 - c. Use the words "Main Street" when referring to and marketing the Local Main Street Program, either as an official part of the organization's name or as a tagline such as "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program shall include the Main Street America and Main Street Iowa logos on all communication materials.
7. Training Requirements:
 - a. Participate, as required by the IEDA, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America National Accreditation, the Local Main Street Program shall be represented at both days, in their entirety, of the three (3) annual training sessions that have been designated as mandatory on the MSI Program calendar.
 - b. Any newly hired Executive Director will be required to participate in Main Street Orientation as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
8. Demonstrated Support:
 - a. Obtain from the City's governing body a Resolution of Support of the Local Main Street Program. This resolution must describe sources and amounts of funding for the program, a commitment to appoint a City official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
 - b. Obtain a Resolution of Support from the Local Main Street Program governing board in which the board commits to continuing Main Street district revitalization following the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program.
9. Compliance:
 - a. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
 - b. Remain in compliance with the requirements of the MSI Program as outlined in this agreement and the administrative rules for the MSI Program, 261 IAC Chapter 39. If the

IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:

- i. IEDA shall issue an "Initial Warning" describing how the Local Main Street Program is out of compliance and provide guidance on how to resolve the issues. The Local Main Street Program will have 90 days to resolve non-compliance issues. During this 90-day period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended. At the end of the 90-day period, the IEDA will evaluate whether The Local Main Street Program has resolved the non-compliant issues.
- ii. If the Local Main Street Program is not in compliance at the end of the 90-day Initial Warning period, the IEDA may issue a Final Warning notifying the Local Main Street Program that, if the Local Main Street Program is not in compliance within 90 days after issuance of the Final Warning, Main Street Iowa may terminate this Agreement.
- iii. The IEDA will send Notice of Termination via overnight delivery service to the Local Main Street Program, the City, and Main Street America. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation all services provided by IEDA.
- iv. Within 30 days after issuance of the Notice of Termination, the Local Main Street Program shall cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity.
- v. The City may reapply for Main Street Iowa designation.

10. Main Street Re-Designation:

- a. Continued participation in the MSI Program after the term of this Agreement shall be contingent upon re-designation as a participant in the MSI Program. Submission of a request for re-designation shall be submitted at least 90 days prior to the end of the term of this Agreement.
- b. The IEDA will provide information and guidance regarding re-designation to the Local Main Street Program at least 6 months prior to the re-designation request submission deadline.
- c. To be re-designated as a participant in the MSI Program, at a minimum, the Local Main Street Program shall:
 - i. Document local revitalization impacts through its partnership with Main Street Iowa;
 - ii. Demonstrate the Local Main Street Program's active utilization of MSI Program services and benefits;
 - iii. Identify specific plans for future downtown/Main Street district revitalization;
 - iv. Set out future Main Street Iowa technical assistance needs; and
 - v. Demonstrate continued broad-based commitment and support of the Local Main Street Program and its revitalization efforts.

SECTION II. The CITY agrees to:

1. Main Street Revitalization Support:

- a. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®.
- b. Support the revitalization of the Main Street district by utilizing tools and resources that support Main Street district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Financial Support: Invest financially into the operation of the Local Main Street Program.
3. National Main Street Accreditation: Support the Local Main Street Program in compliance with this Agreement and with the completion of the annual Main Street America Accreditation and the re-designation process described above.
4. Demonstrated Support: Pass a Resolution to demonstrate the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. In the resolution, the City must commit to providing funding for the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board, and commit to continuing to follow the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program for local Main Street district revitalization efforts.

SECTION III. The IEDA agrees to:

1. National Main Street Accreditation: Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Main Street Technical Assistance:
 - a. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to manage communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
 - b. Provide, as requested and as can be scheduled, on-site technical assistance to the Local Main Street Program and City by one or more downtown revitalization specialists. Technical assistance may include design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
 - c. Conduct an on-site partnership visit at least once every two years.
 - d. Provide continuing advice and information to the Local Main Street Program and City.
3. Main Street Training:
 - a. Coordinate at least three (3) statewide training sessions annually for Local Main Street Programs and Cities. The nature of training to be provided at each session shall be based on the combined needs of all Iowa Main Street Communities.
 - b. Conduct at least three MSI Program orientations for all new Executive Directors and Local Main Street Program board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities.
 - c. Offer optional regional training sessions.
 - d. Statewide training sessions, orientations, and optional regional training sessions may be virtual, as determined by IEDA.
4. Main Street Network: Include the Local Main Street Program and City in the Main Street Iowa network.
5. Main Street Designation: Create and implement a re-designation process to be completed by all Local Main Street Programs every five (5) years.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this Agreement shall be for a period of twenty-four (24) months beginning January 1, 2022 and ending December 31, 2023.
2. This Agreement may be amended by a written agreement to amend the Agreement signed by all three Parties, provided that the IEDA may unilaterally amend this Agreement to comply with legislative, administrative, and policy changes by the federal or state government.
3. Should any governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the MSI Program, the City and the Local Main Street Program shall not hold IEDA liable in any manner for the resulting changes.
4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors.
5. No Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin.
6. Any Party may terminate this Agreement without cause after 30 days written notice to the other two parties.
7. This Agreement supersedes any previous agreements or negotiations, whether oral or written.
8. Nothing contained in this Agreement shall create any employer-employee relationship between or among any of the Parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

<p>BY: _____ <i>Mayor Signature</i></p> <p>_____ <i>Mayor Printed Name</i></p>	<p>_____ Date</p> <p>_____ <u>West Branch, IA</u> City</p>
<p>BY: _____ Board President <i>Signature</i></p> <p>_____ Board President <i>Printed Name</i></p>	<p>_____ Date</p> <p>_____ <u>Friends of Historic Downtown</u> <u>West Branch / DBA West Branch</u> <u>Community Development Group</u> Local Main Street Program</p>
<p>BY: _____ Deborah V. Durham, Director Iowa Economic Development Authority</p>	<p>_____ Date</p>

RESOLUTION 2045

**APPROVING A CONTRIBUTION TO “A CHRISTMAS PAST” EVENT FOR THE
PURPOSE OF HORSE DRAWN CARRIAGE RIDES**

WHEREAS, the City of West Branch invites its residents from within and surrounding communities along with tourists to participate in West Branch's family friendly annual celebrations; and

WHEREAS, the City of West Branch supports the efforts of the West Branch Community Development Group who promote and encourage all to “Eat, Shop, Explore Exit 254; and

WHEREAS, the West Branch Community Development Group, event organizer, has requested the City make a \$2,000 financial contribution for the horse carriage rides during the Christmas Past Festival; and

WHEREAS, funds for this request will be drawn from the Community Cultural & Development fund, line item Community Events.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned contribution of \$2,000 be made to the West Branch Community Development Group for the purposes so stated and is hereby accepted and approved.

* * * * *

Passed and approved this 1st day of November, 2021.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

RESOLUTION 2046

RESOLUTION CONSIDERING THE ISSUE OF WHETHER ACCIONA WINDPOWER NORTH AMERICA, LLC SHOULD BE REBATED A PORTION OF TAX INCREMENT REVENUES

WHEREAS, on January 2, 2008, the City and Acciona Windpower North America, LLC entered into an Agreement titled *Amended Tax Increment Development Agreement By and Between the City of West Branch, Iowa and Acciona Windpower North America, L.L.C.*; and

WHEREAS, the Agreement contemplates performance of certain actions that may or must be performed by the parties to the Agreement; and

WHEREAS, pursuant to the Agreement, one action that may be performed under the Agreement is the payment, by the City, of “rebate” payments of “that percentage of incremental taxes actually paid with respect to” certain improvements to be made by Acciona “and received under Iowa Code Chapter (sic) 403.19 by the City;” and

WHEREAS, each of the possible rebate payments contemplated “shall be subject to annual appropriation of the City Council;” and

WHEREAS, “[p]rior to December 1st of each year during the term” of the Agreement “the City Council shall consider the issue of obligating for appropriation to the funding of the payments due in the following fiscal year, an amount of tax increment revenues to be collected in the following fiscal year;” and

WHEREAS, the City Council is preparing to submit its annual certification “under Iowa Code section 403.19 to the Cedar County Auditor the amount of taxes to be paid over the City and the amount,” if any, “obligated for appropriation for rebate to Acciona.”

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the Council has considered the issue of whether Acciona Windpower North America, LLC should be rebated a portion of tax increment revenues and this Council has concluded that the appropriation should occur for Fiscal Year 2023.

PASSED AND APPROVED this 1st day of November, 2021.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

RESOLUTION 2047

**A RESOLUTION ACCEPTING AND APPROVING THE CITY STREET FINANCE
REPORT FOR FISCAL YEAR 2021**

WHEREAS, the Code of Iowa requires that a Street Finance Report for the Fiscal Year be filed with the Iowa Department of Transportation each year by December 1st; and

WHEREAS, the Finance Officer has prepared the report for the City Council of the City of West Branch City for review and approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the Street Finance Report for Fiscal Year 2021 is hereby accepted and approved.

Passed and approved this 1st day of November, 2021.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

West Branch

10/20/2021 3:15:51 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$93,975					\$93,975
Benefits - Roads/Streets	\$4,060	\$411	\$28,603				\$33,074
Building & Grounds Maint. & Repair		\$11,634					\$11,634
Road Beautification		\$29,481					\$29,481
Vehicle & Office Equip Operation and Repair		\$44,314					\$44,314
Operational Equipment Repair		\$2,200					\$2,200
Other Maintenance and Repair		\$5,738					\$5,738
Engineering		\$17,253					\$17,253
Insurance	\$7,308						\$7,308
Printing		\$377					\$377
Street Maintenance Expense		\$11,293					\$11,293
Other Professional Services	\$1,130	\$1,096					\$2,226
Other Contract Services	\$1,593	\$4,975					\$6,568
Minor Equipment Purchases		\$5,117					\$5,117
Office Supplies		\$127					\$127
Postage & Safety		\$3,443					\$3,443



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

West Branch

10/20/2021 3:15:51 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Replacement Posts & Signs		\$6,186					\$6,186
Other Supplies		\$1,321					\$1,321
Vehicles	\$12,500						\$12,500
Other Capital Equipment		\$7,220					\$7,220
Bridges & Culverts					\$32,487		\$32,487
Street - New Roadway		\$33,879					\$33,879
Principal Payment				\$215,833			\$215,833
Interest Payment				\$38,904			\$38,904
Bond Registration Fees				\$876			\$876
Transfer Out	\$50,699					\$150,000	\$200,699
Street Lighting	\$31,635						\$31,635
Snow Removal	\$6,125	\$15,943					\$22,068
Depreciation & Building Utilities		\$4,088					\$4,088
Total	\$115,050	\$300,071	\$28,603	\$255,613	\$32,487	\$150,000	\$881,824



City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

West Branch

Ames, IA 50010

10/20/2021 3:15:51 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$52,409		\$28,603	\$255,613			\$336,625
State Revenues - Road Use Taxes		\$347,516					\$347,516
Other State Grants - IDOT					\$78,909		\$78,909
Charges/fees	\$300					\$150,000	\$150,300
Contributions	\$60,884						\$60,884
Sale of Assests	\$1,457	\$10,000					\$11,457
Transfer In					\$200,699		\$200,699
Total	\$115,050	\$357,516	\$28,603	\$255,613	\$279,608	\$150,000	\$1,186,390



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

West Branch

10/20/2021 3:15:51 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
GO corporate purpose bond - street improvements	\$660,000	\$85,000	\$13,043	\$42,500	\$6,522	\$575,000
GO corporate purpose bond - bridge, street and park	\$3,360,000	\$350,000	\$87,673	\$88,333	\$22,127	\$3,010,000
GO Corp Bond 2015	\$460,000	\$85,000	\$10,255	\$85,000	\$10,255	\$375,000



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

West Branch

10/20/2021 3:15:51 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
OSHKOSH P1823 PLOW TRUCK	2000	Purchased	\$146,000	No Change
FORD DUMP TRUCK W/BLADE	2004	Purchased	\$29,500	No Change
INTERNATIONAL 4900 W/PLOW	1991	Purchased	\$10,550	No Change
MAXEY 83" WIDE DUMP TRAILER	2014	Purchased	\$7,350	No Change
TARCO LEAF VAC W/LEAF BOX	2014	Purchased	\$46,900	No Change
CATERPILLAR 262C2 SA SKID LOADER W.BUCKET	2012	Purchased	\$50,000	No Change
PELICAN SWEEPER	2013	Purchased	\$165,203	No Change
FORD F-550 SUPER DUTY	2019	Purchased	\$68,976	No Change
FORD RANGER PICKUP	1997	Purchased	\$24,000	No Change
DODGE RAM 1500	2017	Purchased	\$31,100	No Change
FORD	2017	Purchased	\$26,000	No Change
DODGE RAM 1500 PICKUP	2016	Purchased	\$25,435	No Change
FORD F-550	2016	Purchased	\$71,135	No Change
DODGE RAM 1500 ST	2012	Purchased	\$25,800	No Change
Sterling L7500	2009	Purchased	\$35,205	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

West Branch

10/20/2021 3:15:51 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
College Street Bridge Replacement	\$1,666,025	\$1,775,493	Taylor Construction



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

West Branch

10/20/2021 3:15:51 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$212,013	\$0	\$0	(\$247,121)	\$0	(\$35,108)
SubTotal Expenses (-)	\$64,351	\$300,071	\$28,603	\$255,613	\$32,487		\$681,125
Transfers Out (-)	\$50,699					\$150,000	\$200,699
Subtotal Revenues (+)	\$115,050	\$357,516	\$28,603	\$255,613	\$78,909	\$150,000	\$985,691
Transfers In (+)					\$200,699		\$200,699
Ending Balance	\$0	\$269,458	\$0	\$0	\$0	\$0	\$269,458

Resolution Number:

Execution Date: Monday, November 15, 2021

Signature: Heidi Van Auken



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	November 1, 2021
----------------------	------------------

AGENDA ITEM:	Motion to approve an Assignment Agreement with Johnson County Refuse Inc. for Residential Solid Waste Collection.
---------------------	-------------------------------------------------------------------------------------------------------------------

PREPARED BY:	City Clerk Leslie Brick (on behalf of Mayor Roger Laughlin)
---------------------	-------------------------------------------------------------

DATE:	October 27, 2021
--------------	------------------

BACKGROUND INFORMATION:

In 2020, the City of West Branch renewed a residential solid waste collection contract with Johnson County Refuse for 5 years. The contract included moving to the 'cart system' and locked in rates for trash and recycling services.

Steve Smith, owner of Johnson County Refuse met with myself and Mayor Laughlin on Wednesday, October 27th to inform the City that his company is being purchased by Lakeshore Recycling Service (LRS) with a tentative effective date of November 30, 2021. Smith said he will become an employee of the new company and will continue to run the North Liberty based location. Smith said they will operate under the current name for the time being so the transition will be transparent. (No change in trucks, carts, service, etc.)

Smith has asked the City to consent to the Assignment Agreement for the upcoming transaction. Upon signature, the Clerk is ordered to return the signed document to Johnson County Refuse.

Resolution 1883 is attached for your review along with information regarding the new company.

RESOLUTION 1883

**APPROVING EITHER CONTRACT (A) WITH JOHNSON COUNTY REFUSE INC.,
OR CONTRACT (B) WITH ALLIED WASTE SERVICES, LLC "DOING BUSINESS
AS" REPUBLIC SERVICES, FOR RESIDENTIAL SOLID WASTE AND RECYCLING
COLLECTION SERVICES.**

WHEREAS, managing municipal solid waste is important to a sustainable environment for future generations to enjoy a cleaner, safer and healthier world; and

WHEREAS, the City of West Branch takes this task as important and a critical part of establishing a high quality of life in this community; and

WHEREAS, a selection task group evaluated several proposals from vendors who responded to an Request for Proposal placed by the City of West Branch for those interested in providing residential solid waste and recycling collection services; and

WHEREAS, these proposals were evaluated based on proposal flexibility, value to the customer, value to the city, and lowest price. Upon this review the proposals were scored, ranked, and based these outcomes vendors identified as most desirable to least desirable to negotiate a contract for services; and

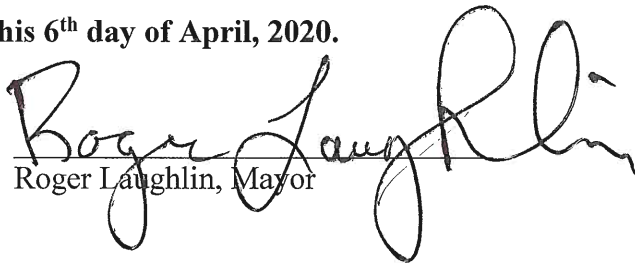
WHEREAS, the City Council deliberated over these rankings and found consensus on the top two vendors; and

WHEREAS, this resolution chooses between authorizing a contract with either Johnson County Refuse (noted as contract A), or Republic Services (noted as contract B) for Residential Solid Waste and Recycling Collection Services over a 5 period; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that the City Administrator is authorized to award a five year contract to Johnson County Refuse, for Residential Solid Waste and Recycling Collection Services.

* * * * *

Passed and approved this 6th day of April, 2020.


Roger Laughlin, Mayor

ATTEST:


Redmond Jones II, City Administrator / City Clerk

**AGREEMENT FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES**

THIS AGREEMENT is made by and between the City of West Branch, Iowa, a municipal corporation, hereinafter referred to as "City," and Johnson County Refuse, hereinafter referred to as "Hauler." In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS.

- a. "Aluminum cans" shall mean disposable aluminum beverage containers.
- b. "Ashes" shall mean the residue from the burning of wood and other non-hazardous combustible material.
- c. "Brush" shall mean woody stems and branches greater than ½-inch diameter, evergreen trimmings and thorny brush.
- d. "Bulky waste" shall mean large household appliances including but not limited to stoves, refrigerators, television sets, washing machines, dryers and other items of similar size, and fixtures and materials too large to fit into a bag or rigid container. Expressly excluded from this definition are tires, hazardous substances, dead animals or batteries.
- e. "City" shall mean the City of West Branch, Iowa.
- f. "Collection bag" shall mean a plastic, watertight bag, securely tied or sealed and not exceeding 35 gallons in size and 40 pounds in weight when full.
- g. "Construction and demolition waste" shall include but not be limited to lumber, roofing material, sheathing, rubble, broken concrete, plaster, brick, conduit, pipe, wire insulation and similar materials which result from a construction, demolition or remodeling process.
- h. "Container" shall mean a closed and waterproof plastic container, varying in size and provided by the Hauler.
- i. "Curbside" shall mean the area adjacent to the curb or travelled portion of the roadway.
- j. "Dwelling unit" shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking and eating.
- k. "Extra refuse" shall mean trash that exceeds the amount of capacity in the container.

l. "Glass containers" shall mean glass bottles and jars made from clear, green or brown glass. Expressly excluded from this definition is window glass and other non-container glass or glass products, porcelain and ceramic products.

m. "Hauler" shall mean Johnson County Refuse.

n. "Household" shall be composed of persons that reside together in a dwelling unit.

o. "Newspaper" shall mean non-glossy paper of the type commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Soiled newspapers are excluded as a recyclable.

p. "Non-collectible waste" shall mean paint in liquid form, poisons, acids, caustics, explosives and other hazardous substances that may cause damage or injury to collection equipment or personnel, human or animal excrement and dead animals.

q. "Paper bag" shall mean a paper container that is capable of being shredded and will decompose in a compost pile.

r. "Residential solid waste" shall mean refuse, recyclables, and bulky waste.

s. "Refuse" shall mean solid waste such as food waste, trash, rags, ashes, ceramics, non-recyclable glass, paper (except unsoiled newspaper), obsolete household goods, non-recyclable plastics and similar items produced or originating within dwelling units. Recyclables shall be treated as refuse if not properly disposed of as set forth herein. Refuse does not mean household generated hazardous substances.

t. "Recyclables" shall mean designated consumer wastes that are collected and marketed for resource recovery, including newspaper, cardboard, tin and steel cans, aluminum beverage containers, glass containers, and plastic containers.

u. "Removal" shall mean collection and disposal.

v. "Tags" shall mean the tag (commonly referred to as a "sticker") designated by the City of West Branch which is placed on extra refuse and bulky waste to indicate that the disposal fee has been paid.

w. "Tin and steel can" shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

SECTION 2. SCOPE OF WORK.

a. The Hauler agrees to collect and dispose of refuse and recyclables from each single-family dwelling, two-unit family dwelling and row condominium unit in the City once each week. The City, in consultation with the Hauler, agrees to update the number of dwelling units covered by this Agreement every 30 days. The monthly cost per dwelling unit for collecting and disposing of residential solid waste shall be as set forth in the "Schedule of Fees" attached as Appendix A and made a part of this Agreement by this reference.

b. The Hauler agrees to collect and dispose of all refuse for each of the dwelling units listed above once each week as requested by the owner or occupant. Options for refuse pickup include:

- A 35-gallon container picked up weekly
- A 65-gallon container picked up weekly

All refuse, with the exception of extra refuse, must be placed at the curbside in the container provided by the Hauler. Extra refuse shall be secured in a collection bag, affixed with a tag and placed on the top of the refuse container.

c. The Hauler agrees to collect and dispose of all recyclables for each of the dwelling units listed above once each week. Options for recycling pickup include:

- A 65-gallon container picked up weekly
- A 95-gallon container picked up weekly

d. The Hauler agrees to collect and dispose of all bulky waste. Bulky waste shall be collected by a separate agreement between the Hauler and the owner or occupant of the dwelling unit requesting the disposal of such bulky waste. Billing and payment shall be by separate arrangement between the Hauler and the owner or occupant of the dwelling unit.

e. The Hauler agrees to a Spring and Fall City Wide cleanup at a designated site provided on a Saturday to be determined by the two parties. The Hauler will charge \$500.00 for each City-Wide cleanup. City will pay for all tipping fees involved in Spring and Fall cleanups.

f. The Schedule of Fees attached hereto (Appendix A) is based on the Cedar County Transfer Station tipping fee schedule currently in effect. The Schedule of Fees is subject to a rate adjustment, increase or decrease, in the event the Cedar County Transfer Station fees increase or decrease by greater than 5 percent in any one year under this Agreement. Such adjustment shall not be unreasonably denied by the parties, and the agreed rate adjustment shall correspond to the percentage of any increase or decrease in the landfill fees at beginning of fiscal year. An increase in the Schedule of Fees will only be allowed if the Cedar County Transfer Station tipping fee increases by greater than 5 percent

above the fees currently in effect or approved and the Hauler is using the Cedar County Transfer Station to dispose of the waste and refuse collected in City of West Branch.

SECTION 3. INSUFFICIENT SERVICE PENALTY.

The City reserves the right to impose an insufficient service penalty whenever the Hauler does not begin and complete the above-referenced service during the time period of 7:00 a.m. to 4:00 p.m. on the designated days of collection and the insufficient service is the result of action, inaction, lack of equipment, equipment failure or other circumstances under the control of the Hauler. The penalty imposed may be up to 5 percent of the monthly charge for collection and disposal of refuse and recyclables on all accounts and may include termination of this Agreement for repeat or continuing violations. The City Administrator shall notify the Hauler, in writing, within 10 days of the date of the insufficient service if this penalty provision is to be assessed by the City. The Hauler may appeal the assessment of the penalty to the City Council within 10 days of the date of the written notice. The City Council's decision regarding the imposition of the penalty shall be final.

SECTION 4. TERM OF CONTRACT.

This Agreement shall be in force from July 1, 2020, until June 30, 2025, unless terminated as provided herein. The parties shall advise each other by March 1, 2025, if the parties wish to negotiate a contract extension or terminate the contract on June 30, 2025.

SECTION 5. COLLECTION SERVICE REQUIREMENTS.

a. The collection of residential solid waste shall be confined to Monday, Tuesday, Wednesday, Thursday and Friday and such collection shall occur between the hours of 7:00 a.m. and 4:00 p.m. on any collection day. Saturday collection shall be allowed in any week in which New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day are observed on the aforementioned weekdays. The Hauler shall propose the exact hours, within the above hourly limit and days, during the week for residential solid waste collection and disposal.

b. Routes of collection will be determined by the Hauler and subject to City approval. Collections will be made on the same days of each week and the Hauler shall travel said route in the same direction and manner each collection day.

c. If the collection day falls on the observance of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day, the Hauler may elect to collect the residential solid waste on the day before or after the holiday. If the Hauler elects to collect the residential solid waste on the day before or after the holiday, the City shall post and publish as hereinafter provided the Hauler's holiday collection schedule, provided it is approved by the City.

d. The Hauler shall provide sufficient personnel and equipment to complete the collection of all refuse, recyclable and yard waste in any established collection district within the City on the approved schedule.

e. The Hauler agrees to perform all work described above without any further compensation, except as provided in this Agreement, from any individuals living within the three property classifications listed in Section 2, except as herein provided for collection and disposal of bulky waste.

f. All residential solid waste materials collected by the Hauler shall become the property of the Hauler at the time of collection.

g. The Hauler shall remove from the City all residential solid waste collected each day and shall dispose of the same outside of the City at a licensed landfill or other approved disposal or recycling center. The City shall retain the right to approve or otherwise determine the disposal locations and recycling centers, which approval shall not be unreasonably withheld.

h. The Hauler shall not be required to remove waste building materials and other waste materials from the construction, alteration, repair, moving or demolition of a building or from the promotion or development of property by a real estate or commercial agent or from commercial, industrial or manufacturing establishments.

SECTION 6. VEHICLES.

a. All trucks, trailers and other equipment used to collect, haul or transport residential solid waste shall at all times be kept clean, in good repair and well painted.

b. Each collection vehicle shall be constructed and used in such a manner so that solid residential waste will not blow, fall or leak out of the vehicle. The Hauler shall use mechanical packer trucks or equipment that, in the reasonable estimation of the City, will perform equal to a packer type truck.

c. The name of the Hauler and its phone number shall be painted or printed in legible letters on both sides of all vehicles, equipment and conveyances used in the City in performance of this Agreement.

d. Upon notification in writing by the City Administrator that any designated truck, trailer or other equipment or vehicle is not in reasonable compliance with this Agreement, such truck, trailer, or other vehicle or equipment shall be forthwith removed from service by the Hauler and not returned to service in the City until it has been inspected for compliance and approved by the City Administrator which approval shall not be unreasonably withheld.

e. The Hauler shall submit an Equipment List prior to July 1, 2020.

SECTION 7. CONTAINERS.

a. Upon approval of this agreement the Hauler shall provide each existing dwelling unit with one container for recycling and one container for refuse at no cost to the owner/occupant. For each dwelling unit built within the City after the beginning of this Agreement, the Hauler shall provide one container for recycling and one container for refuse at no cost to the owner/occupant. Each container will have a hinged lid with the recycling container being identified with a yellow lid. Container sizes for each dwelling unit will be determined by the owner/occupant based on the options included in Section 2 of this agreement.

b. Recyclables may be commingled in recyclable containers.

c. The containers remain the property of the Hauler. If the owner/occupant of the dwelling unit loses or destroys the container by misuse, a charge for replacement may apply. If a container deteriorates by reason of time, normal use, weather, or a container is damaged by reason of an act of God or other act beyond the owner's/occupant's control, said owner/occupant shall obtain a replacement container from the Hauler at no cost.

d. The owner/occupant can change the size of the containers 1 time within the first 60 days of program implementation at no charge. After the initial grace period, an increase in the size of the refuse container or decrease in the size of the recyclable container will result in a charge to the owner/occupant in the amount of \$30.

SECTION 8. OFFICE FOR INQUIRIES AND COMPLAINTS.

a. The Hauler shall maintain an office within Johnson County and shall maintain a local telephone number therein listed in the local telephone directory in the name of the Hauler as it appears in this Agreement. The Hauler shall at all times during the hours between 8:00 a.m. and 4:30 p.m. on each day that residential solid waste is collected have an employee at said office authorized to answer inquiries and receive complaints.

b. If a dwelling unit is missed, not by the fault of the dwelling unit owner or tenant, the Hauler shall collect that dwelling unit no later than 24 hours following the date and time of notification, provided that day is not a Saturday, Sunday or a holiday. If the following day is a Saturday, Sunday or a holiday, the Hauler shall collect the missed dwelling unit on the next following workday.

SECTION 9. METHOD OF PAYMENT.

a. The City will act as billing and collection agent for the Hauler for the costs of collection and disposal of recyclables and refuse. All monthly refuse and recycling fees collected by the City shall be paid to the Hauler by the 4th Monday of each month for the preceding month of service.

b. In addition, the Hauler shall be responsible for the sale and collection of revenue for all tags defined herein. There shall be no markup of the rate per tag by any sales outlet that engages in the sale of said tags other than that approved by the City. Tags will be sold at outlet that agree to sell the tags. The Hauler shall be responsible for the printing of the tags, as currently in use by the Hauler. The cost of the tags shall be set forth in the Schedule of Fees (Appendix A) attached hereto.

c. Any disputes or alleged discrepancies in billing or collection shall be mutually resolved by the Hauler and the City Administrator.

SECTION 10. PERMITS AND LICENSES.

The Hauler shall obtain and maintain all permits and licenses required by the City, County and State necessary to provide the above-described collection, hauling and disposal services. If the necessary permits and licenses are not obtained or maintained by the Hauler, the City may terminate this Agreement. Copies of all above referenced permits and licenses will be provided to the City.

SECTION 11. INSURANCE.

a. The Hauler shall assume responsibility and shall defend, hold harmless and indemnify the City for any and all damage to property or injuries to persons, including accidental death, which is caused directly or indirectly by the Hauler's performance under this Agreement whether such performance is by the Hauler, its agents, employees or assigns or anyone directly or indirectly employed by the Hauler.

b. The insurance to be maintained by the Hauler shall be written as follows:

i. **Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below:

Iowa Benefits	Statutory
Employers Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit

This insurance must include the following features:

- A. Endorsed to waive all rights of subrogation against the City.
- B. Endorsed to provide 30 days' notice prior to cancellation.

ii. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products- Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$100,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Include the City as an additional insured for products and completed operations for 3 years (construction projects).
- C. Endorsed to provide 30 days' notice prior to cancellation.
- D. Endorsed to waive all rights of subrogation against the City.
- E. Advertising Injury.
- F. Operations by independent contractors.
- G. Contractual Liability coverage.

- iii. **Automobile Liability Insurance** coverage with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident.

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Endorsed to waive all rights of subrogation against the City.
- C. Insurance must include Contractual Liability.
- D. Include coverage for all owned, non-owned, hired and leased vehicles (or any vehicle used in connection with the operations covered under this Agreement).
- E. Endorsed to provide 30 days' notice prior to cancellation.

- iv. **Umbrella/Excess Liability Insurance** limits of not less than \$2,000,000 each occurrence and \$2,000,000 aggregate are required.

This insurance must include the following features:

- A. Include the City as an additional insured.
- B. Endorsed to provide 30 days' notice prior to cancellation.

c. The Hauler shall name the City as an additional insured on said insurance and shall furnish evidence of the same to the City Administrator. The insurance policy shall

include a 30-day notice to the City in the event of cancellation or change in the terms of the policy.

d. The Hauler shall maintain and file with the City certificates of insurance showing insurance amounts in compliance.

SECTION 12. PERSONAL LIABILITY.

a. No member of the City Council or other city official, employee or agent of the City shall be personally responsible for any liability arising under this Agreement.

b. Nothing in the document or any contract entered into with the City shall be deemed to make an employee or officer of the Hauler an employee of the City.

SECTION 13. WORKERS COMPENSATION INSURANCE.

a. The Hauler shall at all times be fully insured, at its own expense, with Workers Compensation Insurance as mandated by the laws of the State of Iowa. The Hauler shall hold the City harmless from any and all liability for any cause that may arise by reason of injuries to any employee or agent of the Hauler who may be injured while performing work or labor under the provisions of this Agreement, except when said injury is caused by the negligent act or conduct by the City.

b. No work shall be performed by the Hauler during any period that it is not covered by Workers Compensation Insurance or any other insurance as required by this Agreement. In such an event, the applicable provisions hereof shall apply the same as when the Hauler fails to collect and dispose of garbage. The Hauler shall file a certificate with the City showing said insurance to be in full force and effect for the entire term of the contract.

SECTION 14. TERMINATION.

a. The breach of any of the terms and conditions of this Agreement by either party shall be grounds for the cancellation and termination of this Agreement. The City, upon such termination, shall have the right to contract with other parties to perform the obligations as provided herein and in such event, the Hauler agrees that the City shall hold the Hauler and its surety liable for any costs for performing such work in excess of the cost to the City if the Hauler had continued to perform in the manner anticipated at the time this contract was awarded.

b. Failure to comply with the terms of this Agreement relative to the collection and disposal of residential solid waste on the part of the Hauler by reason of weather, major disaster, epidemic, or other emergency within the City beyond the control of the Hauler as reasonably determined by the City Administrator shall not constitute a breach of this Agreement nor be grounds for termination of this Agreement.

c. This Agreement may be terminated if its terms are not complied with by either party after 60 days' written notice. The City may terminate this Agreement upon 60 days' written notice if, in the City's reasonable opinion, the Hauler is providing inadequate service to the residents of West Branch.

SECTION 15. NOTICES.

The parties may be notified or contacted at the following addresses and phone numbers:

City Administrator
City of West Branch
P.O. Box 218
West Branch, Iowa 52358
(319) 643-5888

Steve Smith
Johnson County Refuse
970 238th St. NE
P.O. Box 200
North Liberty, Iowa 52317

DATED this 13th day of April, 2020.

CITY OF WEST BRANCH, IOWA

By: _____

Mayor

ATTEST: _____

City Clerk

JOHNSON COUNTY REFUSE

By: _____

Steve Smith

By: _____

[name / office]

APPENDIX A

SCHEDULE OF FEES

Monthly Recycling Pickup	\$4.75
Monthly Refuse Weekly Pickup 35 gallon	\$12.75
Monthly Refuse Weekly Pickup 65 gallon	\$14.75
Spring Cleanup	\$500.00 plus all tipping fees
Fall Cleanup	\$500.00 plus all tipping fees
Appliances, furniture, bulky pickup etc.	Call Johnson County Refuse to make arrangements
Stickers for extra trash	\$3.00

RAISING THE BAR TO INDUSTRY STANDARDS



22
YEARS

Serving the Midwest since 1999, LRS provides recycling and waste diversion programs, affordable roll-off container service and comprehensive waste removal to homes, multi-family units and local businesses.

9
SERVICES

LRS takes pride in providing customers with various services such as residential waste and recycling collection, commercial collection, roll-off dumpster rentals, portable restroom rentals, street sweeping, mulch distribution, transfer trailers, temporary fencing and on-site storage.

40
PERCENT

LRS utilizes the most sophisticated equipment at each of our facilities — that, coupled with our experienced line workers, make us divert over 40% of municipal solid waste that we take in to be redirected for re-use.

80
MUNICIPALITIES

Throughout the Midwest, LRS has organically grown to be the preferred exclusive service provider for waste and recycling collection for nearly 80 municipalities and over 400,000 households in the area.

80
PERCENT

Not only does LRS' innovative technology divert a high percentage of solid municipal waste out of the waste stream, but it also allows us to divert over 80% construction and demolition debris we take in.

800
THOUSAND

LRS successfully keeps over 800,000 tons of solid waste out of landfills by recycling or diverting materials. Diverting as much as possible sets high standards in responsible stewardship to the environment and allows us the opportunity to pass the savings of lower disposal costs onto our customers.

30
FACILITIES

LRS owns and operates nearly 30 high-powered facilities across the Midwest. Headquartered right outside of Chicago, LRS has facilities throughout northern Illinois, southern Wisconsin and eastern Iowa to assist in providing exceptional service to all customers.

1400
EMPLOYEES

LRS has rapidly grown to prove itself as the waste and recycling hauler of choice across the Midwest. In order to uphold the promise of exceptional customer service, LRS has expanded its family across all facilities to nearly 1,400 employees, which includes internal operations, drivers and line workers.

600
VEHICLES

With LRS' expanded service area, the waste and recycling fleet has increased to nearly 600 vehicles. This fleet includes bio-diesel trucks and Compressed Natural Gas (CNG) vehicles that service many of the larger municipal routes.

6
VALUES

LRS has six corporate values that is instilled in all business practices. These values include Live Safety, serve with passion, innovate relentlessly, engage with integrity, build community and being accountable.

5
RCI FACILITIES

LRS is proud to be at the forefront of RCI certified waste diversion in the Midwest. The Recycling Certification Institute (RCI) is a national certification program that ensures the integrity, transparency and accuracy of reported recycling rates of C&D recycling facilities. Only 18 total companies in the nation, including LRS, have received this certification. LRS has the second-highest amount of certified facilities in the nation.



LRSRECYCLES.COM | 844.NEED.LRS

THE RISE OF AN INDUSTRY LEADER



Before LRS became the Midwest's largest privately-held waste diversion company and the \$350-plus million industry giant it is today, its origin began as two separate and smaller entities in the Chicagoland area; each company becoming experts in different service spheres. Recycling Systems, Inc. (RSI) was started in 1999 by a family wanting to provide a more comprehensive roll-off service in Chicago. As RSI began its journey into successfully molding the roll-off service industry to fit Chicago's changing needs, the company evolved its business into running a successful Material Recovery Facility (MRF) which is still one of LRS', as well as Chicago's, model facilities.

Meanwhile, as RSI expanded, another industry leader emerged in 2001, Lakeshore Waste Services (LWS). LWS provided a new service option for commercial and residential customers and quickly expanded due to customer loyalty, integrity in providing the best service possible and a relentless stance on protecting the environment, that are all core values LRS holds today. With both LWS and RSI excelling in key facets of the waste industry, the two merged in January 2013 and became the industry leader known today as LRS.

Since the initial merger, LRS has dominated the marketplace through strategic acquisitions, leading technology innovations, ground-breaking diversion and recycling programs, exceptional customer service, a commitment to safety, geographic expansion and upholding a strong responsibility to the environment. LRS sorts through all solid waste, thus creating one of the highest diversion rates of any company in the industry.

LRS has experienced expansive municipal growth in recent years. Now servicing over 400,000 households, LRS is a top sustainable municipal partner throughout Illinois and Wisconsin.

In addition to providing customers with residential and commercial services, LRS also offers customers temporary services such as portable restroom rentals (second largest portable restroom provider in Illinois and Wisconsin), roll-off dumpster rentals, street sweepers, temporary fencing, mulch and on-site storage.

Innovation is a value to LRS and that is seen through all of the services we offer. For example, LRS was the first privately-held waste diversion company in the United States to incorporate Radio Frequency Identification (RFID) technology into operations as well as one of the first companies to offer curbside organic pick-ups. Now, customers have the option to only being charged when their containers are emptied using RFID technology and can now sign up for curbside organic compost pick-ups.

In June 2018, LRS installed the first Machinex SamurAI™ sorting robot to help with properly sorting recyclable materials that comes into our Heartland Recycling single-stream facility.

LRS is not only known for its innovative technology but for its safety culture as well. The waste field is the fifth deadliest industry in the country. As a result, LRS is dedicated to educating not only our employees on the importance of a strong safety culture but also instilling this message into families, LRS' serviced communities and the general public. Safety is a core value for LRS, which is why the #LiveSafety principle was created. This philosophy encourages each individual to keep safety as a forefront mission within all of their actions.

For two consecutive years, LRS was recognized as the Overall Safety Award winner in the Technical Division of Communication, Education and Marketing from the Solid Waste Association of North America (SWANA) for our Live Safety initiative. Due to this growing safety initiative, we were the only waste hauler recognized in North America for this award. Safety is a crucial aspect of everyone's life, which is why it is a core foundational value to LRS.

Along with our dedication to exceptional service, innovation and safety, part of the rapid growth that LRS has experienced in the Midwest is due to the acquisitions of companies that fit into LRS' organizational values. In January 2021, LRS acquired Roy Strom Companies, which was its biggest acquisition to date. This acquisition cemented our standing as the Midwest's leading independent waste and recycling services provider and added tens of thousands of new commercial customers. Through strategic acquisitions, such as this one, LRS has grown throughout the Midwest to further expand our geographic service area.

Through a strong safety culture, strategic acquisitions, municipal growth and implementing groundbreaking, sustainable technology, LRS is able to control and process over 3.5 million tons of waste material annually, which is more than any other privately-held company in Illinois and Wisconsin.

Our ability to reclaim over 40% recyclable material from the conventional waste stream is one of our capabilities that we are proudest of. Due to our sustainability efforts, LRS has won the Illinois Sustainability Award two years in a row and has been the only waste hauler recognized for that award since its inception in 1987.

Our dedication to providing environmentally responsible waste and recycling solutions is a true testament of loyalty to our customers and communities throughout the Midwest and the environment by creating this sustainable platform.

October 15, 2021

City of West Branch
PO Box 218
West Branch, IA 52358

Re: Assignment of Agreement for Residential Solid Waste Collection Services, dated _____, between the City of West Branch, Iowa and Johnson County Refuse, Inc. (the "Agreement")

Dear Mayor and City Council:

Johnson County Refuse, Inc., an Iowa corporation (the "**Company**") intends to sell substantially all of its assets to LRS of Iowa, a Delaware limited liability company, or its affiliate (the "**Purchaser**"), pursuant to the terms and conditions of that certain Asset Purchase Agreement to be executed by and among the Purchaser, the Company and the other parties thereto (the "**Asset Purchase Agreement**"). As part of the sale to the Purchaser, the Company intends to assign the Agreement and the Company's rights and obligations thereunder to the Purchaser (the "**Assignment**").

Pursuant to the terms of the Agreement, the Company is hereby requesting that you consent to the Assignment effective as of the Closing (as such term is defined in the Asset Purchase Agreement). The Closing will occur on or around November 30, 2021 unless otherwise agreed by the parties to the Asset Purchase Agreement. If the Closing does not occur for any reason, the Assignment will have no effect and will be deemed null and void for all purposes.

Upon the Closing and after giving effect to the Assignment, the Agreement shall remain in full force and effect and the Purchaser shall assume the obligations and covenants of the Company and shall have responsibility for the performance of all of the Company's obligations and covenants thereunder after the Closing. By signing below, you hereby consent to the Assignment and agree that such Assignment does not modify, terminate, or constitute a default under the Agreement. By signing below, you also waive any and all notice or other procedural requirements set forth in the Agreement with respect to this consent and acknowledge that, to your knowledge, there are no uncured defaults, breaches or events of default by the Company in the performance of any of its obligations under the Agreement.

Delivery of an executed signature page to this letter by electronic transmission (including in Adobe PDF format) will be effective as delivery of an executed counterpart to this letter. If you have any questions concerning this letter, please contact Steve Smith at jcrcompost@southslope.net or 319-665-4498.

Sincerely,

Johnson County Refuse, Inc.

By: _____
Steve Smith, its President

Acknowledged and agreed,

this _____ day of _____, 2021:

City of West Branch

By: _____
City Mayor