



CITY COUNCIL MEETING NOTICE
MONDAY, FEBRUARY 7, 2022 - 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. All items listed under the consent agenda will be enacted by one motion.
 - a. Approve Minutes from the January 18, 2022 City Council regular meeting.
 - b. Accept the resignation of Gina Heick from the Animal Control Commission.
 - c. Appoint Kim Hanna to the Parks & Recreation Commission, term expiration 12/31/2024.
 - d. Approve Gabriella Rushton as a Fire Cadet with the West Branch Volunteer Fire Department.
 - e. Approve Claims for February 7th
 - f. Review the November & December Monthly Financial Reports
7. Presentations/Communications/Open Forum
 - a. Rod Ness, Cedar County Economic Development Commission
8. Public Hearing/Non-Consent Agenda
 - a. Motion to set the FY2023 Budget Max Levy Public Hearing date – February 22, 2022. /Move to action.
 - b. Second Reading Ordinance 790 – Amending Title “Traffic and Vehicles” Chapter 65 “Stop or Yield Required”. / Move to action.
 - c. Public Hearing – Proposal to rezone an approximate 7.92-acre parcel in The Meadows Subdivision, West Branch, Iowa.
 - d. First Reading Ordinance 791 – Rezoning an approximate 7.92-acre parcel from R-1 Residential District to R-2 Residential District. / Move to action.
 - e. Resolution 2022-07 –Setting a Public Hearing on the Plans, Specifications, Estimate of Cost and Form of Contract: ordering Bids and directing Notice of the same: all for the West Branch Wastewater Treatment Facility Project. / Move to action.
 - f. Resolution 2022-08 –Approving various contracts for Hoover’s Hometown Days 2022 in the amount of \$15,050.00. / Move to action.
 - g. Resolution 2022-09–Approving a fireworks agreement with J&M Displays for Hoover’s Hometown Days 2022. /Move to action.
 - h. Resolution 2022-10 – Amending a policy regarding the use of credit cards. / Move to action.
 - i. Resolution 2022-11 – Establishing a Reserve Requirements Policy. / Move to action.
 - j. Resolution 2022-12 – Setting a date for Consultation and a date for a Public Hearing on the proposed Amendment #4 to the Amended and Restated West Branch Urban Renewal Plan. / Move to action.
9. Discussion – Herbert Hoover Hwy / Cedar-Johnson Road Roundabout Update (Dave Schechinger)
10. Discussion – Impact 7G Grant Proposal (City Administrator Adam Kofoed)
11. Discussion - Tree Committee update (Public Works Director Matt Goodale)
12. City Administrator Report
13. City Attorney Report
14. City Engineer Report
15. City Staff Reports
16. Comments from Mayor and Council Members
17. Motion to adjourn.

(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**

**January 18, 2022
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, Jodee Stoolman, Tom Dean and Nick Goodweiler was present. City Staff present: City Administrator Adam Kofoed and City Clerk Leslie Brick. City Staff attending via Zoom: Public Works Director Matt Goodale, Parks & Recreation Director Melissa Russell, Finance Officer Heidi Van Auken, Police Chief John Hanna, and City Engineer Dave Schechinger.

APPROVE THE AGENDA

Motion by Miller, second by Sexton to approve the Agenda. Motion carried on a voice vote.

APPROVE CONSENT AGENDA

Minutes from the January 3, 2022 City Council regular meeting.
Claims paid January 3rd & 18th, 2022

EXPENDITURES	1/3/2022	
AMAZON	VARIOUS ITEMS	233.30
ASCAP	MUSIC LICENSE FEE	23.00
AT & T MOBILITY	WIRELESS SERVICE	344.44
BARNHART'S CUSTOM SERVICES	CASEY'S LOT PROJECT	95.00
BEAN & BEAN	GRAVE OPENINGS	2,200.00
BEAVER HEATING AND AIR CON	FURNACE REPAIR	90.10
BROWN'S WEST BRANCH	DURANGO SERVICE	1,161.72
CARRIE A HOURIGAN	CLEANING SERVICES - LIBRARY	736.00
CEDAR COUNTY COOPERATIVE	FUEL - PW SHOP	1,528.57
ECONO SIGNS LLC	STREET SIGNS PARKSIDE HILLS	1,516.50
HAWKINS INC	CHEMICALS	700.50
HI-LINE INC	SUPPLIES	863.35
IMWCA	IMWCA	2,296.00
IOWA CODIFICATION INC	CODE UPDATE ONLINE	1,200.00
IOWA ONE CALL	UTILITY LOCATION SERVICE	159.30
JOHN DEERE FINANCIAL	SUPPLIES	440.70
JOURNEYED COM INC	MICROSOFT OFFICE LICENSE	274.21
KOCH OFFICE GROUP	COPIER MAINTENANCE	316.82
LIBERTY COMMUNICATIONS	PHONE SERVICES	1,540.64
LIBERTY DOORS INC	LIBRARY HANDICAP OPERATORS	9,970.00
MACQUEEN EQUIPMENT	OSHKOSH SERVICE	464.88
MEDIACOM	CABLE SERVICES	91.30
MIDWEST FRAME & AXLE	HEADLIGHTS REPLACEMNT OSHKOSH	540.00
MUNICIPAL SUPPLY INC.	METER PARTS	137.50
OLSON, KEVIN D	LEGAL SERVICES FOR JAN 2022	1,500.00
OMNISITE	LIFT STATION DIALER AND ALARMS	360.00
OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	818.69
PITNEY BOWES INC	POSTAGE METER RENTAL	180.00
PITNEY BOWES PURCHASE	REPLENISH POSTAGE	500.00
PORT 'O' JONNY INC.	SERVICE-CEMETERY	31.44
QUILL CORP	OFFICE SUPPLIES	247.64
SECURE ENTERTAINMENT	NINTENDO SECURITY CASE	114.90
STATE INDUSTRIAL PRODUCTS	FOG TREATMENT FOR LIFT STATION	236.00
SUMMERS' ENTERPRISE INC	180 WATER MAIN RELOCATION	180,275.80
TOG DEVELOPMENT LLC	WEBSITE CALENDAR LIBRARY	738.00
ULINE	JANITORIAL SUPPLIES	129.24
US BANK EQUIPMENT FINANCE	COPIER LEASE	106.25
USA BLUE BOOK	WATER PLANT PARTS	304.83
VEENSTRA & KIMM INC.	VARIOUS PROJECTS AND REVIEWS	88,903.50
VERIZON WIRELESS	VERIZON WIRELESS	458.73
TOTAL		301,828.85
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	12/24/2021	57,448.17

PAID BETWEEN MEETINGS

FIDELITY BANK & TRUST	ACCIONA LAWSUIT LOAN PAYMENT	113,483.11
IOWA FINANCE AUTHORITY	SRF LOANS INTEREST	2,693.75
UMB BANK	BOND 2013 INTEREST	14,450.00
UMB BANK	BOND 2015 INTEREST	4,320.00
UMB BANK	BOND 2016A INTEREST	5,968.75
UMB BANK	BOND 2016B INTEREST	2,950.00
UMB BANK	BOND 2017 INTEREST	40,336.25
UMB BANK	BOND FEES 2013,2015,2016A, 2016B, 2017	1,250.00

TOTAL		185,451.86
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GRAND TOTAL EXPENDITURES		544,728.88
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FUND TOTALS

001 GENERAL FUND	29,380.38
022 CIVIC CENTER	89.17
031 LIBRARY	19,205.16
036 TORT LIABILITY	2,065.82
110 ROAD USE TAX	10,975.56
112 TRUST AND AGENCY	13,984.41
226 BONDING	182,758.11
321 WIDENING WAPSI CREEK	151.5
323 I-80 WEST, WATER MAIN RELO	180,275.80
324 WW TREATMT FAC IMP 2021	87,450.00
326 ROUNDABOUT MAIN & CEDA	372
327 SPONS WATER QUAL IMP	744
600 WATER FUND	8,650.53
603 WATER SINKING FUND	2693.75
610 SEWER FUND	5,932.69

GRAND FUND TOTAL	544,728.88
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EXPENDITURES 1/18/2022

BARNHART'S CUSTOM SERVICES	HYDRAULIC OIL FOR TRUCK	69.27
BRICK, LESLIE	MILEAGE TO BANK	17.66
CEDAR COUNTY RECORDER	RECORDING FEES	28.00
CITY OF RINGSTED	THE FOUR WINDS BOOK	18.00
DAVID MCILRATH	TREE CUTTING SERVICE	1,360.00
ECKERMAN, RAMONA	BLDG INCENTIVE PAYMENT	1,111.91
HEIDI VAN AUKEN	MILEAGE	19.89
HI-LINE INC	SHOP SUPPLIES	118.09
JAYME CILEK	CLEANING SERVICES	234.00
JOHNSON COUNTY REFUSE INC.	TRASH & RECYCLING DEC 2021	16,401.50
LINN COUNTY R.E.C.	STREET LIGHTS	207.80
PREMIER PARTS TIPTON	VEHICLE MAINTENANCE SUPPLIES	1,859.33
SHIMMIN, NICK	NEW YEARS EVENT SUPPLIES REIMB	43.46
SPAHN & ROSE LUMBER CO.	HOLLOW CONCRETE BLOCKS	469.93
STATE HYGIENIC LAB	LAB ANALYSIS	40.50
THE HOME DEPOT PRO	PAPER TOWERLS - TOWN HALL	24.80
TRUCK EQUIPMENT INC	NEW TRUCK BUILD - PW	26,893.34
WEST BRANCH ANIMAL CLINIC	BOARDING OF DOG	1,648.06
WEST BRANCH REPAIRS	LIGHT REPAIR FOR TRUCK	26.65
WEST BRANCH TIMES	LEGAL PUBLICATIONS	486.38
WEX BANK	VEHICLE FUEL	1,207.52
TOTAL		52,286.09

PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	1/7/2022	49,191.92
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PAID BETWEEN MEETINGS

GLOBAL PAYMENTS	DECEMBER CREDIT CARD FEES	507.87
TREASURER STATE OF IA	WET TAX DECEMBER	2,514.00
TREASURER STATE OF IA	SEWER SALES TAX DECEMBER	980.00
VARIOUS VENDORS	UB REFUNDS	265.59
TOTAL		4,267.46

GRAND TOTAL EXPENDITURES		105,745.47
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FUND TOTALS	
001 GENERAL FUND	40,918.99
022 CIVIC CENTER	186.8
031 LIBRARY	5879.24
110 ROAD USE TAX	32,163.21
112 TRUST AND AGENCY	5,720.58
600 WATER FUND	8589.82
610 SEWER FUND	12,286.83
GRAND FUND TOTAL	105,745.47

Miller questioned the bill from Liberty Doors in the amount of \$9,970.00. Assistant Library Director Becky Knoche said the bill was to replace to handicap doors that were no longer operational and could not be repaired. Miller asked if it was a budgeted expense, but Knoche could not specifically confirm that is was but did say the Library budgets for building maintenance.

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM - NONE

PUBLIC HEARING / NON-CONSENT AGENDA

Third Reading Ordinance 789 – Amending Title “Traffic and Vehicles” Chapter 69 “Parking Regulations”. / Move to action.

ORDINANCE 789

AN ORDINANCE AMENDING TITLE "TRAFFIC AND VEHICLES" CHAPTER 69 "PARKING REGULATIONS".

WHEREAS, the City of West Branch, Iowa has jurisdiction to establish Parking Regulations within the corporate limits of the City of West Branch; and

WHEREAS, No Parking Zones shall mean, to stop, stand, or parking of a vehicle in any of the following designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to pass legislation regulating the no parking zones within the City.

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 adding the following new subsections to Title, "TRAFFIC AND VEHICLES", Chapter 69, "PARKING REGULATIONS", Section 69.08, NO PARKING ZONES.

(Insert after current subsection)

The west side of Ohrt Street from the intersection of West Orange Street to the south curb cut of Lot 11 Lynch Heights.

(Insert after current subsection)

The east side of Ridgeview Drive from the south curb cut of Lot 12 Meadows Subdivision Part 1 to the end of the street.

(Insert after current subsection)

The west side of Dawson Drive from its intersection with West Main Street to a point 290 feet to the north.

(Insert after current subsection)

The east side of Dawson Drive.

(Insert after current subsection)

The south side of Prairie View Drive.

(Insert after current subsection)

The north side of Ember Lane.

(Insert after current subsection)

The west side of Lazy Brook Drive.

(Insert after current subsection)

The north side of Serenity Circle from the west lot line of Lot 7 Cedars Edge 1st Addition to the end of the street.

(Insert after current subsection)

The south side of Serenity Circle from its intersection with Cedar Johnson Road to its intersection with Greenview Drive.

Renumber all remaining subsections after these changes

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 18th day of January, 2022

First Reading: December 20, 2021

Second Reading: January 3, 2022

Third Reading: January 18, 2022

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

The Council had no comments.

Motion by Sexton, second by Miller to approve third reading of Ordinance 789. AYES: Sexton, Miller, Stoolman, Dean, Goodweiler. NAYS: None. Motion carried.

Third Reading Ordinance 788 – Adopting the “Code of Ordinances of the City of West Branch, Iowa. / Move to action.

**ORDINANCE NO. 788
AN ORDINANCE ADOPTING THE “CODE OF ORDINANCES
OF THE CITY OF WEST BRANCH, IOWA”**

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

SECTION 1. Pursuant to published notice and following public hearing on the 20th day of December, 2021, so required by Sections 362.3 and 380.8, Code of Iowa, there is hereby adopted by the City of West Branch, Iowa, the “CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA.”

SECTION 2. All of the provisions of the “CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA,” shall be in force and effect on and after the effective date of this ordinance.

SECTION 3. All ordinances or parts thereof in force on the effective date of this ordinance are hereby repealed from and after the effective date of this ordinance, except as hereinafter provided.

SECTION 4. The repeal provided for in the preceding section of this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance; nor shall such repeal affect any ordinance or resolution promising or guaranteeing the payment of money by the City or authorizing the issuance of any bonds of said City or any evidence of said City's indebtedness or any contract or obligation assumed by said City; nor shall said repeal affect the administrative ordinances or resolutions of the Council not in conflict or inconsistent with the provisions of “THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA”; nor shall it affect the following ordinances specifically saved from repeal:

URBAN RENEWAL

ORDINANCE NO.	ADOPTED	NAME OF AREA
421	December 18, 1989	Urban Renewal Project Area I
465	August 15, 1994	1994 Addition to the West Branch Urban Renewal Area
556	August 4, 2002	2002 Addition to the West Branch Urban Renewal Area

VACATION AND DISPOSAL OF STREETS

ORDINANCE NO.	ADOPTED	ORDINANCE NO.	ADOPTED
167	June 4, 1953	292	October 3, 1977
170	October 5, 1953	293	October 3, 1977
172	April 5, 1954	307	July 2, 1979
179	January 3, 1956	513	July 19, 1999
180	April 2, 1956	522	February 7, 2000
181	May 7, 1956	525	June 5, 2000
186	July 7, 1958	544	November 5, 2001
189	September 14, 1959	546	January 7, 2002
190	September 19, 1959	615	August 7, 2006
204B	April 6, 1964	625	January 2, 2007
236	September 8, 1970	628	February 5, 2007
237	November 2, 1970	631	June 18, 2007
240	April 5, 1971	682	July 18, 2011
245	December 20, 1971	690	March 5, 2012
264	April 21, 1975	708	May 6, 2013
277	June 21, 1976	710	May 20, 2013
289	June 20, 1977	766	June 24, 2019

VACATION AND DISPOSAL OF STREETS

ORDINANCE NO.	ADOPTED
37	February 15, 1928
217	March 27, 1966
218	July 10, 1967
229	May 19, 1969
270	September 15, 1975
286	June 6, 1977

ZONING REGULATIONS (ZONING MAP)

ORDINANCE	ADOPTED	ORDINANCE NO.	ADOPTED
454	August 2, 1993	646	December 17, 2007
463	July 5, 1994	670	May 3, 2010
466	August 15, 1994	674	February 21, 2011
470	February 21, 1995	709	April 15, 2013

471	March 6, 1995	736	May 2, 2016
475	August 1, 1995	737	May 2, 2016
478	May 20, 1996	738	May 16, 2016
499	November 17, 1997	739	July 18, 2016
506	February 16, 1999	754	June 25, 2018
516	October 4, 1999	760	December 17, 2018
529	September 5, 2000	761	December 17, 2018
534	March 5, 2001	762	December 17, 2018
555	August 19, 2002	764	April 1, 2019
557	November 18, 2002	765	March 18, 2019
581	February 22, 2005	772	March 2, 2020
629	March 19, 2007		

nor shall it affect any other right or franchise conferred by any ordinance or resolution of the Council or any other person or corporation; nor shall it affect any ordinance naming, establishing, relocating or vacating any street or public way, whether temporary or permanent; nor shall it affect any ordinance amending the official zoning map, establishing building lines, establishing and changing grades, or dedicating property for public use; nor shall it affect any prosecution, suit or other proceeding pending or any judgment rendered on or prior to the effective date of this ordinance.

SECTION 5. The following ordinances, passed subsequent to the preparation of this code but prior to adoption of this code, are hereby adopted and made a part of this code.

SECTION 6. An official copy of the "CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA," adopted by this ordinance, including a certificate of the City Clerk as to its adoption and the effective date, is on file in the office of the City Clerk, and shall be kept available for public inspection.

SECTION 7. The City Clerk shall furnish a copy of the "CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA," to the Judicial Magistrates serving the City of West Branch.

SECTION 8. This ordinance shall be in full force and effect from and after the publication of this ordinance, as required by law.

Passed by the City Council of the City of West Branch, Iowa, the 18th day of January, 2022.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, City Clerk

First Reading: December 20, 2021
Second Reading: January 3, 2022
Third Reading: January 18, 2022

CLERK'S CERTIFICATE

I hereby certify that the foregoing Ordinance No. 788 was published as required by law on the ____ day of _____, 2022.

SIGNED _____
Leslie Brick, City Clerk

CLERK'S CERTIFICATE

State of Iowa)
) SS
County of _____)

I, _____, City Clerk of the City of West Branch, Iowa, hereby certify that the "CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA," was adopted by the City Council of the City of West Branch, Iowa, and that an official copy of said Code of Ordinances is on file at the office of the City Clerk, City of West Branch, Iowa, and that Ordinance No. 788 adopting said Code of Ordinances was passed by the City Council of the City of West Branch, Iowa, on the ____ day of _____, signed by the Mayor on the ____ day of _____, _____; duly recorded and published as provided by law, and that the effective date of said Code is _____.

Witness my hand and official seal of the City of West Branch, Iowa, this ____ day of _____.

SIGNED: _____
Leslie Brick, City Clerk
CITY OF WEST BRANCH, IOWA

The Council had no comments.

Motion by Sexton, second by Goodweiler to approve third reading of Ordinance 788. AYES: Sexton, Goodweiler, Miller, Stoolman, Dean. NAYS: None. Motion carried.

First Reading Ordinance 790 – Amending Title "Traffic and Vehicles" Chapter 65 "Stop or Yield Required". / Move to action.

Sexton questioned why a yield sign was added on Cookson Drive (to the east) rather than a stop sign. Hanna replied that the one block street doesn't get that much traffic to warrant a stop sign but that it will be monitored and changed if needed in the future.

Motion by Sexton, second by Miller to approve first reading of Ordinance 790. AYES: Sexton, Miller, Goodweiler, Stoolman, Dean. NAYS: None. Motion carried.

Resolution 2022-05 – Approving application and related documents for a CDBG-CV Housing Conversion Grant for 109 and 111 E. Main Street, West Branch with I-Eighty Properties LLC as developers. / Move to action.

Kofoed explained that the city is the applicant (which is a requirement) for the grant and confirmed that the city will not have any financial match if the grant is awarded to the owners of I-Eighty Properties. Kofoed said that ECIA will administer the grant and that the city would act as a pass through for distributing grant funds. Sexton asked what type of work would be done with the properties. Kofoed said the grant is for creating and rehabbing new housing in downtowns. Miller asked if the owners would be able to use the grant funds for building repairs that happened to one of the properties in the summer of 2021. Kofoed said he was unsure if that would be allowed, but surmised that if the grant was awarded that it may free up other monies for those repairs. The Council had no other comments or questions.

Motion by Miller, second by Stoolman to approve Resolution 2022-05. AYES: Miller, Stoolman, Dean Sexton, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-06 – Approving the Wage Works Flexible Spending Account Renewal effective February 1, 2022 – January 31, 2023. / Move to action.

Kofoed briefly explained the program's benefits for city employees and said the cost of administration was very low. The Council agreed that it is benefit the city should continue to offer to its employees.

Motion by Stoolman, second by Goodweiler to approve Resolution 2022-06. AYES: Stoolman, Goodweiler, Dean, Miller, Sexton. NAYS: None. Motion carried.

Council Feedback on Budget Session

Kofoed asked the Council for feedback on the January 10th budget work session and asked if they had any questions as a follow-up from that meeting. Dean stated that the meeting was very informative and very well organized. Miller said that Kofoed "was making the process really easy". Kofoed suggested that the Council hold one more budget work session to go through the remaining department budgets so they had a clear picture of what the future holds for the tight FY23 budget. The Council agreed on Monday, January 24th for the next meeting.

Discussion – Develop a (city) TIF policy – need 2 Council volunteers

Kofoed asked for volunteers to assist him with creating a policy regarding Tax Increment Financing (TIF) requests and uses. Background: This topic was brought up a few weeks ago by Councilperson Miller who commented that since West Branch started to grow, more and more developers are looking for some sort of TIF Rebate. Miller said the city didn't have a formal policy by which to guide the council on when or who TIF should be granted and suggested the city develop a policy. Miller and Sexton both volunteered to help Kofoed develop the policy. Sexton said he likes using TIF to help the city grow, and Miller stated that he is more of the "conservative" so he felt their differing opinions could balance a fair policy. Laughlin said he would like to participate as well. Kofoed said he has reached out to other cities who utilize TIF and their policies to help guide the group and would be scheduling the first meeting soon.

Discussion – Develop a salary wage policy for full-time employees – need 1 or 2 Council volunteers

Background: This topic was brought up a few years ago by several Council members during budget discussions over employee salaries. The Council felt that too much time was being taken deliberating salaries in Council meetings when employee salaries should be handled by department directors. Council person Dean developed a salary wage scale that was reviewed in 2020, but nothing was ever implemented. Kofoed said he had participated in salary surveys in the past but was looking for a couple of Council members to provide their input along with staff at developing a salary scale. Dean and Stoolman volunteered to participate in the project. Kofoed said meetings would be scheduled soon so that the policy could be implemented for the FY23 budget.

CITY ADMINISTRATOR REPORT

Kofoed reported that the city was awarded the \$719,000 SRF – Clean Water Sponsored Project grant which can be used for the Wapsi Creek Widening project. Kofoed said this great news and will help the city keep that project alive. Kofoed added that he met with Hoover Presidential Foundation's Jerry Fleagle who will pay for the stage and band for the fireworks display for Hoover's Hometown Days. Kofoed said he will continue efforts in rebuilding relationships with the group. Kofoed also informed the Council that Rod Ness

of CCEDCO will be attending the February 7th City Council meeting to provide an update on his group's activities.

CITY ATTORNEY REPORT

Absent.

CITY ENGINEER REPORT

Schechinger reported on the following city projects: Herbert Hoover / Cedar-Johnson Road round-a-bout – still discussing final plans with Johnson County Engineers and cost share amounts. Schechinger said they are trying to meet their timeline with a spring bidding and early summer construction commencement. Wapsi Creek Widening- Schechinger said he met with the Gaskill family and land appraiser and should have that wrapped up next week and be able to share land acquisition costs with the Council on the project. I-80 Water Main Project is complete, retainage should be able to released soon. Waste Water Treatment Facility – finalizing plans and project should be ready to go out for bid in February. Capital Improvements Planning – Schechinger said he has been working with Kofoed and the city's financial advisor (Speer Financial) on determining how the city can finance upcoming city projects.

STAFF REPORTS

No reports.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Miller asked what the city's plans were for cleaning up 348 Cookson Drive, owned by Dave Peden. Miller said the city had committed to removing contaminated soil from the Public Works salt shed this year. Goodale said (Peden) hadn't removed vehicles and other items from the area so work could not commence until the affected area was cleared for the clean-up. Goodale said he would be obtaining quotes from Barnhart and Lynch Excavating for the removal of the soil to determine if it was more feasible for his department to handle the clean-up themselves. Miller also raised a nuisance concern at 403 S. Maple Street and asked if the property was zoned properly for the business being conducted there. He also suggested that the Council (and city) do a better job at welcoming new businesses to town. Miller said the Council used to recognize businesses each month at a Council meeting and suggested that they start doing something again. Stoolman asked what the Council plans on doing with the American Rescue Funds received in 2021. Kofoed said the best use of the funds would be for the Eastside Water Main project or the waste water treatment facility. Van Auken remind the Council that they passed a resolution in September of 2021 that established a Capital Improvements Fund for the ARPA money with the intention of using it toward one of the major projects Kofoed mentioned.

ADJOURNMENT

Motion to adjourn the regular meeting by Miller, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 7:52 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 7, 2022

AGENDA ITEM:	Consent Agenda – Accept the resignation of Gina Heick from the Animal Control Commission
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	February 1, 2022
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SUMMARY:

Gina Heick served as the secretary of the Animal Control Commission from January 1, 2020 to December 31, 2021.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 7, 2022

AGENDA ITEM:	Consent Agenda – Appoint Kim Hanna to the Parks & Recreation Commission, term expiration 12/31/2024.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	February 1, 2022
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SUMMARY:

Kim Hanna has completed an application to volunteer her time on the Parks & Recreation Commission. Hanna describes herself as dedicated, a good communicator, and someone who fosters good working relationships with others.

Hanna's son has also participated in West Branch Parks & Rec programs in the past and feels that she can bring new ideas to help expand the Park's & Recreation department through her advisory role.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 7, 2022

AGENDA ITEM:	Approve Gabriella Rushton as a Fire Cadet with the West Branch Volunteer Fire Department.
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PREPARED BY:	City Clerk Leslie Brick
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DATE:	January 27, 2022
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SUMMARY:

The West Branch Fire Department approved the application of Gabriella Rushton as a Fire Cadet at their January 12, 2022 business meeting. All required paperwork has been signed and submitted.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 7, 2022

AGENDA ITEM: Claims & November, December Monthly Financial Reports

PREPARED BY: Heidi Van Auken

DATE: January 31, 2022

SUMMARY:

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

Monthly Financial Report: This report includes revenue, investments, expenditures, and balances for the month of November and December of 2021.

EXPENDITURES**2/7/2022**

AERO RENTAL INC	BOOM LIFT RENTAL - LIGHTS	616.50
ALTORFER INC	SKID LOADER LIGHT	96.54
AMAZON.COM.CA.,INC.	BOOTS - PD UNIFORM	124.95
AMERICAN PUBLIC WORKS ASSOC	MEMBERSHIP RENEWAL	222.00
AXON ENTERPRISE, INC.	TASER PAYMENT 5	1,129.92
BMI	ANNUAL MUSIC LICENSE FEE	391.00
CEDAR COUNTY COOPERATIVE	FUEL - PW	1,281.00
ECKERMAN, RAMONA	BLDG INCENTIVE PAYMENT	111.91
GONGORA, JOSE	SAFETY CONSULTING	2,450.00
HAWKINS INC	CHEMICALS	1,581.58
HI-LINE INC	SHOP SUPPLIES	66.98
JAYME CILEK	CLEANING SERVICES	243.00
JOHNSON COUNTY REFUSE INC.	TRASH & RECYCLING JAN 2022	16,437.75
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,541.51
LYNCH'S EXCAVATING INC	MAIN BREAK REPAIR	5,379.55
MERIDITH COLEMAN	BLDG INCENTIVE PAYMENT	925.16
MOORE'S WELDING INC	REPAIRS FOR PLOW SPREADER	679.89
OLSON, KEVIN D	LEGAL SERVICES FEB 2022	1,500.00
ORIENTAL TRADING CO. INC	REC SUPPLIES	234.60
PORT 'O' JONNY INC	SERVICE-WAPSI PARK & CEMETERY	257.97
PROTECT YOUTH SPORTS	BACKGROUND CHECK	189.00
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	913.00
QUILL CORP	SUPPLIES	162.90
ROBERT PRATT & MINDY KRAUS	BLDG INCENTIVE PAYMENT	875.37
ROCK VALLEY PHYSICAL THERAPY	DRUG TESTING	43.00
STATE INDUSTRIAL PRODUCTS	CHEMICALS	236.00
THE HOME DEPOT PRO	JANATORIAL SUPPLIES	48.01
THOMAS HEATING & AIR LLC	FURNACE FILTERS	54.00
ULINE	CLEANING SUPPLIES	122.72
USA BLUE BOOK	CHLORINE PIPING PARTS	23.79
VEENSTRA & KIMM INC	VARIOUS PROJECTS	88,457.00

TOTAL		126,396.60
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**PAYROLL-WAGES, TAXES, EMPLOYEE
BENEFITS****1/21/2022 & 2/4/2022** **109,116.64****PAID BETWEEN MEETINGS**

ALLIANT ENERGY	ALLIANT ENERGY	10,861.39
AMAZON.COM	UNIFORM PANTS - PD	108.00
BOUND TREE MEDICAL LLC	REGULATORS	28.79
CJ COOPER & ASSOC	FIRE DEPT DRUG TESTING	189.20
CULLIGAN WATER TECH	WATER SOFTNER SERVICE	55.13
HEIMAN FIRE EQUIP	GLOVES	270.40

HOSPERS & BROTHER PRINTERS	PRINTING	73.67
MIDSTATES ORG CRIME INFO	MOCIC 2022 MEMBER FEES	100.00
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE	551.75
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	504.47
WAGeworks	EMPLOYEE FLEX PLAN	84.77
UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE	660.23
WELLMARK	HEALTH INSURANCE	18,968.70

TOTAL		32,456.50
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GRAND TOTAL EXPENDITURES		267,969.74
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FUND TOTALS

001 GENERAL FUND	73,205.14
022 CIVIC CENTER	1029.81
031 LIBRARY	12912.96
110 ROAD USE TAX	20,128.23
112 TRUST AND AGENCY	33,458.52
323 I-80 WEST, WATER MAIN REL	70
324 WW TREATMT FAC	87,450.00
326 ROUNDABOUT MAIN & CEDAR	286
327 SPONS WATER QUALITY	372
600 WATER FUND	26,021.27
610 SEWER FUND	12,951.04
950 BC/BS FLEXIBLE BENEFIT	84.77
GRAND FUND TOTAL	267,969.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	QUILL CORP	SUPPLIES	47.88
		LIBERTY COMMUNICATIONS	SERVICES	294.38
		GONGORA, JOSE	SAFETY CONSULTING	306.25
		AXON ENTERPRISE, INC.	TASER PAYMENT 5	1,129.92
		ROCK VALLEY PHYSICAL THERAPY	DRUG TESTING	43.00
		AMAZON.COM.CA., INC.	BOOTS	124.95
			TOTAL:	1,946.38
FIRE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	SERVICES	87.74
		GONGORA, JOSE	SAFETY CONSULTING	306.25
			TOTAL:	393.99
ROADS AND STREETS	GENERAL FUND	GONGORA, JOSE	SAFETY CONSULTING	306.25
			TOTAL:	306.25
PARK & RECREATION	GENERAL FUND	PORT 'O' JONNY INC.	SERVICE-WAPSI PARK	136.18
		LIBERTY COMMUNICATIONS	SERVICES	278.36
		GONGORA, JOSE	SAFETY CONSULTING	306.25
		ORIENTAL TRADING CO. INC.	REC SUPPLIES	208.15
			REC SUPPLIES	26.45
		PROTECT YOUTH SPORTS	BACKGROUND CHECK	175.50
			BACKGROUND CHECK	13.50
			TOTAL:	1,144.39
CEMETERY	GENERAL FUND	PORT 'O' JONNY INC.	SERVICE-CEMETERY	121.79
			TOTAL:	121.79
COMM & CULTURAL DEVEL	GENERAL FUND	AERO RENTAL INC BMI	BOOM LIFT RENTAL - LIGHTS	616.50
			ANNUAL MUSIC LICENSE FEE	391.00
			TOTAL:	1,007.50
ECONOMIC DEVELOPMENT	GENERAL FUND	MERIDITH COLEMAN	BLDG INCENTIVE PAYMENT	925.16
		ECKERMAN, RAMONA	BLDG INCENTIVE PAYMENT	111.91
		ROBERT PRATT & MINDY KRAUS	BLDG INCENTIVE PAYMENT	875.37
			TOTAL:	1,912.44
CLERK & TREASURER	GENERAL FUND	QUILL CORP	SUPPLIES	12.41
			SUPPLIES	39.83
			OFFICE SUPPLIES	35.99
		LIBERTY COMMUNICATIONS	SERVICES	417.09
		GONGORA, JOSE	SAFETY CONSULTING	306.25
		JAYME CILEK	CLEANING SERVICES	99.00
			TOTAL:	910.57
LEGAL SERVICES	GENERAL FUND	OLSON, KEVIN D	LEGAL SERVICES JAN 2022	1,500.00
			TOTAL:	1,500.00
SOLID WASTE	GENERAL FUND	JOHNSON COUNTY REFUSE INC.	TRASH & RECYCLING JAN 2022	16,437.75
			TOTAL:	16,437.75
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	SERVICES	64.95
			TOTAL:	64.95
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	279.00
			TOTAL:	279.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOWN HALL	CIVIC CENTER	QUILL CORP	SUPPLIES	12.41
			SUPPLIES	14.38
		LIBERTY COMMUNICATIONS	SERVICES	44.07
		ULINE	CLEANING SUPPLIES	122.72
		THE HOME DEPOT PRO	JANATORIAL SUPPLIES	48.01
		JAYME CILEK	CLEANING SERVICES	144.00
			TOTAL:	385.59
LIBRARY	LIBRARY	LIBERTY COMMUNICATIONS	SERVICES	236.80
		GONGORA, JOSE	SAFETY CONSULTING	306.25
			TOTAL:	543.05
ROADS & STREETS	ROAD USE TAX	THOMAS HEATING & AIR LLC	FURNACE FILTERS	54.00
		ALTORFER INC	SKID LOADER LIGHT	51.20
			SKID LOADER LIGHT	45.34
		CEDAR COUNTY COOPERATIVE	FUEL - PW	1,281.00
		LIBERTY COMMUNICATIONS	SERVICES	39.37
		HI-LINE INC	SHOP SUPPLIES	53.70
			SHOP MATERIALS	13.28
		MOORE'S WELDING INC	REPAIRS FOR PLOW SPREADER	679.89
		AMERICAN PUBLIC WORKS ASSOCIATION	MEMBERSHIP RENEWAL	222.00
			TOTAL:	2,439.78
CAPITAL PROJECT	I-80 WEST, WATER M VEENSTRA & KIMM INC.		I80 WATER MAIN WEST	70.00
			TOTAL:	70.00
CAPITAL PROJECT	WW TREATMT FAC IMP VEENSTRA & KIMM INC.		WW TREATMENT FACILITY	87,450.00
			TOTAL:	87,450.00
INVALID DEPARTMENT	ROUNDAABOUT MAIN & VEENSTRA & KIMM INC.		ROUNDAABOUT MAIN/CEDAR	286.00
			TOTAL:	286.00
CAPITAL PROJECT	SPONS WATER QUAL I VEENSTRA & KIMM INC.		SPONSORED WATER QUALITY	372.00
			TOTAL:	372.00
WATER OPERATING	WATER FUND	LYNCH'S EXCAVATING INC	MAIN BREAK REPAIR	2,452.75
			MAIN BREAK REPAIR	2,926.80
		HAWKINS INC	CHEMICALS	1,581.58
		LIBERTY COMMUNICATIONS	SERVICES	39.38
		GONGORA, JOSE	SAFETY CONSULTING	306.25
		USA BLUE BOOK	CHLORINE PIPING PARTS	23.79
			TOTAL:	7,330.55
SEWER OPERATING	SEWER FUND	QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	913.00
		LIBERTY COMMUNICATIONS	SERVICES	39.37
		GONGORA, JOSE	SAFETY CONSULTING	306.25
		STATE INDUSTRIAL PRODUCTS	CHEMICALS	236.00
			TOTAL:	1,494.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
001	GENERAL FUND			26,025.01
022	CIVIC CENTER			385.59
031	LIBRARY			543.05
110	ROAD USE TAX			2,439.78
323	I-80 WEST, WATER MAIN REL			70.00
324	WW TREATMT FAC IMP 2021			87,450.00
326	ROUNDAABOUT MAIN & CEDAR-J			286.00
327	SPONS WATER QUAL IMP 2021			372.00
600	WATER FUND			7,330.55
610	SEWER FUND			1,494.62

	GRAND TOTAL:			126,396.60

TOTAL PAGES: 3

BANK TO BOOK RECONCILIATION				
12/31/2021				
BANK BALANCE @				
	CASH - FIDELITY BANK & TRUST			\$ 5,005,835.11
	CASH - FIDELITY BANK & TRUST - PERPETUAL CARE FUND			\$ 29,190.60
	SUB TOTAL			\$ 5,035,025.71
ADD:	CD'S:	Bank/CD #	Maturity Date	
	ENLOW BUILDING CD	LIBERTY SAVINGS-10447	5/2/2022	\$ 11,157.28
	CEMETERY PERPETUAL CARE	HILLS BANK-30282503	6/11/2022	\$ 97,165.34
	GEN FUND-STREETSCAPE-ACCIONA DONATION	UICCU-1022 TR to Share 1028	12/6/2021	\$ -
	LIBRARY-HANSEN CD DONATION	UICCU-1025	8/1/2022	\$ 55,245.69
	LIBRARY-HANSEN CD DONATION	UICCU-1026	9/2/2022	\$ 51,079.85
	LIBRARY-HANSEN CD DONATION	UICCU-1027	9/2/2022	\$ 23,945.80
	GEN FUND-STREETSCAPE-ACCIONA DONATION	UICCU-1028	12/6/2022	\$ 6,997.48
	SAVINGS ACCOUNTS			
	GENERAL FUND SAVINGS	UICCU-0001		\$ 5.00
	LIBRARY - KROUTH INTEREST	FIDELITY-SAVINGS ACCOUNT		\$ 8,512.75
	LIBRARY - M GRAY SAVINGS	FIDELITY-SAVINGS ACCOUNT		\$ 16,334.87
	TOTAL CD'S & SAVINGS ACCOUNTS			\$ 270,444.06
	SUB TOTAL			\$ 5,305,469.77
	O/S DEPOSITS			\$ 189.05
LESS:	O/S CHECKS			\$ 16,379.30
	ENDING BOOK BALANCE			\$ 5,289,279.52

CLERK'S REPORT FOR THE MONTH OF DECEMBER 2021

DESCRIPTION	CHECKING	INVESTMENT	BEGINNING BALANCE	RECEIPTS	TRANSFER IN	DISBURSED	TRANSFER OUT	NET CHANGE LIABILITIES	CLERK'S BALANCE
GENERAL									
*(001) GENERAL OPERATING FUND	\$ 1,614,479.45	\$ 5.00	\$ 1,614,484.45	\$ 132,816.91		\$ 169,233.16			\$ 1,578,068.20
** 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
CEMETERY BLDG/EQUIP INVESTMENT	\$ -	\$ -	\$ -						\$ -
SIGNS-ACCIONA DTN INVESTMENT	\$ -	\$ 6,992.35	\$ 6,992.35	\$ 5.13					\$ 6,997.48
PARK EQUIPMENT/RESERVE	\$ 1,500.00	\$ -	\$ 1,500.00						\$ 1,500.00
(022) CIVIC CENTER	\$ 44,955.77	\$ -	\$ 44,955.77	\$ 1,065.26		\$ 835.79			\$ 45,185.24
(027) MEMORIAL GARDEN PROJECT	\$ 314.00	\$ -	\$ 314.00						\$ 314.00
(028) SPLASH PAD RESERVE	\$ 100.00	\$ -	\$ 100.00						\$ 100.00
(031) LIBRARY	\$ (76,386.84)	\$ 91,200.87	\$ 14,814.03	\$ 1,013.63		\$ 15,635.01			\$ 192.65
(036) TORT LIABILITY	\$ (4,330.34)	\$ -	\$ (4,330.34)	\$ 1,067.31		\$ 2,065.82			\$ (5,328.85)
SPECIAL REVENUE									\$ -
(110) ROAD USE TAX	\$ 62,296.69	\$ -	\$ 62,296.69	\$ 24,984.02		\$ 48,911.94			\$ 38,368.77
(112) TRUST & AGENCY (EMPLOYEE BENEFITS)	\$ 265,854.26	\$ -	\$ 265,854.26	\$ 6,943.59		\$ 26,372.47			\$ 246,425.38
(119) EMERGENCY TAX FUND	\$ 22,734.64	\$ -	\$ 22,734.64	\$ 958.45					\$ 23,693.09
(121) LOCAL OPTION SALES TAX	\$ 335,378.01	\$ -	\$ 335,378.01	\$ 24,614.78					\$ 359,992.79
(125) TIF	\$ 386,269.00	\$ -	\$ 386,269.00	\$ 7,918.40					\$ 394,187.40
(160) REVOLVING LOAN FUND	\$ 137,082.45	\$ -	\$ 137,082.45						\$ 137,082.45
DEBT SERVICE									\$ -
(226) DEBT SERVICE	\$ 359,804.00	\$ -	\$ 359,804.00	\$ 7,548.13		\$ 114,733.11			\$ 252,619.02
CAPITAL PROJECTS									\$ -
(300) CAPITAL IMPROVEMENT RESERVE	\$ 31,982.08	\$ -	\$ 31,982.08	\$ 1,411.18					\$ 33,393.26
(302) ARPA NEU FUND	\$ 186,305.60	\$ -	\$ 186,305.60						\$ 186,305.60
(304) W MAIN ST STORMWATER IMP	\$ 10,000.00	\$ -	\$ 10,000.00						\$ 10,000.00
(308) PARK IMP - PEDERSEN VALLEY	\$ 14,827.20	\$ -	\$ 14,827.20						\$ 14,827.20
(312) DOWNTOWN EAST REDEVELOPMENT	\$ 173,912.82	\$ -	\$ 173,912.82						\$ 173,912.82
(319) RELOCATION OF WATER & SEWER LINES	\$ (4,655.22)	\$ -	\$ (4,655.22)						\$ (4,655.22)
(321) WIDENING WAPSI CREEK @ BERANEK PARK	\$ 154,779.20	\$ -	\$ 154,779.20			\$ 985.50			\$ 153,793.70
(323) I-80 WEST, WATER MAIN RELOCATE	\$ (52,220.51)	\$ -	\$ (52,220.51)						\$ (52,220.51)
(324) WW TREATMT FAC IMP 2021	\$ 33,360.00	\$ -	\$ 33,360.00			\$ 41,500.00			\$ (8,140.00)
(326) ROUNDABOUT MAIN & CEDAR	\$ (5,027.00)	\$ -	\$ (5,027.00)			\$ 744.00			\$ (5,771.00)
(327) SPONSORED WATER QUALITY IMPE 2021	\$ (16,901.40)	\$ -	\$ (16,901.40)			\$ 186.00			\$ (17,087.40)
PERMANENT									\$ -
(500) CEMETERY PERPETUAL FUND	\$ 29,190.60	\$ 97,116.91	\$ 126,307.51	\$ 48.43					\$ 126,355.94
(501) KROUTH PRINCIPAL FUND	\$ -	\$ 51,040.74	\$ 51,040.74	\$ 43.23					\$ 51,083.97
(502) KROUTH INTEREST FUND	\$ -	\$ 23,926.50	\$ 23,926.50	\$ 19.30					\$ 23,945.80
ENTERPRISE									\$ -
(600) WATER FUND	\$ 182,256.09	\$ -	\$ 182,256.09	\$ 43,320.73		\$ 47,350.95	\$ 5,095.00		\$ 173,130.87
(603) WATER SINKING FUND	\$ 30,567.92	\$ -	\$ 30,567.92	\$ -	\$ 5,095.00	\$ 2,693.75			\$ 32,969.17
(610) SEWER FUND	\$ 443,752.24	\$ -	\$ 443,752.24	\$ 50,390.40		\$ 20,294.55	\$ 21,057.00		\$ 452,791.09
(611) SEWER FUND SPECIAL	\$ 258,253.50	\$ -	\$ 258,253.50	\$ -	\$ 21,057.00				\$ 279,310.50
(740) STORM WATER UTILITY	\$ 97,269.83	\$ -	\$ 97,269.83	\$ 5,055.31					\$ 102,325.14
(950) BC/BS FLEXIBLE BENEFIT	\$ (1,478.55)		\$ (1,478.55)						\$ (1,478.55)
TOTAL	\$ 5,201,315.01	\$ 270,282.37	\$ 5,471,597.38	\$ 309,224.19	\$ 26,152.00	\$ 491,542.05	\$ 26,152.00	\$ -	\$ 5,289,279.52
O/S CHECKS			\$10,948.31						\$16,379.30
O/S DEPOSIT			\$0.00						\$189.05
BANK STATEMENT BALANCE			\$5,482,545.69						\$5,305,469.77

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: DECEMBER 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	2,108,066.32	132,822.04	169,233.16	2,071,655.20	0.00	0.00	2,071,655.20
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	44,955.77	1,065.26	835.79	45,185.24	0.00	0.00	45,185.24
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	14,814.03	1,013.63	15,635.01	192.65	0.00	0.00	192.65
036-TORT LIABILITY	(4,330.34)	1,067.31	2,065.82	(5,328.85)	0.00	0.00	(5,328.85)
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	62,296.69	24,984.02	48,911.94	38,368.77	0.00	0.00	38,368.77
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	265,854.26	6,943.59	26,372.47	246,425.38	0.00	0.00	246,425.38
119-EMERGENCY TAX FUND	22,734.64	958.45	0.00	23,693.09	0.00	0.00	23,693.09
121-OPTION TAX	335,378.01	24,614.78	0.00	359,992.79	0.00	0.00	359,992.79
125-T I F	386,269.00	7,918.40	0.00	394,187.40	0.00	0.00	394,187.40
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	359,804.00	7,548.13	114,733.11	252,619.02	0.00	0.00	252,619.02
300-CAPITAL IMPROV. RESERVE	31,982.08	1,411.18	0.00	33,393.26	0.00	0.00	33,393.26
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	186,305.60	0.00	0.00	186,305.60	0.00	0.00	186,305.60
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	14,827.20	0.00	0.00	14,827.20	0.00	0.00	14,827.20
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	(4,655.22)	0.00	0.00	(4,655.22)	0.00	0.00	(4,655.22)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	154,779.20	0.00	985.50	153,793.70	0.00	0.00	153,793.70
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL	(52,220.51)	0.00	0.00	(52,220.51)	0.00	0.00	(52,220.51)
324-WW TREATMT FAC IMP 2021	33,360.00	0.00	41,500.00	(8,140.00)	0.00	0.00	(8,140.00)
326-ROUNDAABOUT MAIN & CEDAR-J	(5,027.00)	0.00	744.00	(5,771.00)	0.00	0.00	(5,771.00)
327-SPONS WATER QUAL IMP 2021	(16,901.40)	0.00	186.00	(17,087.40)	0.00	0.00	(17,087.40)
500-CEMETERY PERPETUAL FUND	126,307.51	48.43	0.00	126,355.94	0.00	0.00	126,355.94

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: DECEMBER 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	1,045,518.89	721,095.88	2,071,655.20	0.00	0.00	2,071,655.20
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	8,227.76	6,326.31	45,185.24	0.00	0.00	45,185.24
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	15,249.56	110,883.00	192.65	0.00	0.00	192.65
036-TORT LIABILITY	33,009.62	25,541.89	63,880.36	(5,328.85)	0.00	0.00	(5,328.85)
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	174,518.00	405,607.42	38,368.77	0.00	0.00	38,368.77
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	166,122.10	135,479.01	246,425.38	0.00	0.00	246,425.38
119-EMERGENCY TAX FUND	762.47	22,930.62	0.00	23,693.09	0.00	0.00	23,693.09
121-OPTION TAX	175,622.55	184,370.24	0.00	359,992.79	0.00	0.00	359,992.79
125-T I F	143,547.46	268,491.94	17,852.00	394,187.40	0.00	0.00	394,187.40
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	184,656.47	182,758.11	252,619.02	0.00	0.00	252,619.02
300-CAPITAL IMPROV. RESERVE	0.00	33,393.26	0.00	33,393.26	0.00	0.00	33,393.26
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	186,305.60	0.00	186,305.60	0.00	0.00	186,305.60
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	35,250.00	14,827.20	0.00	0.00	14,827.20
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	5,220.00	(4,655.22)	0.00	0.00	(4,655.22)
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	11,485.78	153,793.70	0.00	0.00	153,793.70
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	13,917.62	(52,220.51)	0.00	0.00	(52,220.51)
324-WW TREATMT FAC IMP 2021	62,510.00	69,960.00	140,610.00	(8,140.00)	0.00	0.00	(8,140.00)
326-ROUNDBOUT MAIN & CEDAR-J	0.00	0.00	5,771.00	(5,771.00)	0.00	0.00	(5,771.00)
327-SPONS WATER QUAL IMP 2021 (6,524.60)	0.00	10,562.80	(17,087.40)	0.00	0.00	(17,087.40)
500-CEMETERY PERPETUAL FUND	126,078.58	277.36	0.00	126,355.94	0.00	0.00	126,355.94

PROGRAM EXPENDITURES FOR THE MONTH DECEMBER OF 2021

50.00%

FUNCTIONS	BUDGET EXP	MTD EXP	YTD EXP	REMAINING BALANCE	PERCENT OF EXPENSES
PUBLIC SAFETY					
POLICE DEPARTMENT					
GENERAL FUND	\$ 357,004.00	\$ 24,552.18	\$ 159,107.28	\$ 197,896.72	44.57%
TORT LIABILITY	\$ 12,102.00	\$ 418.26	\$ 10,577.59	\$ 1,524.41	87.40%
TRUST & AGENCY	\$ 83,466.00	\$ 6,855.55	\$ 42,484.59	\$ 40,981.41	50.90%
FIRE DEPARTMENT					
GENERAL FUND	\$ 259,000.00	\$ 45,069.25	\$ 63,615.55	\$ 195,384.45	24.56%
TORT LIABILITY	\$ 10,759.00	\$ 811.68	\$ 24,718.49	\$ (13,959.49)	229.75%
TRUST & AGENCY	\$ 18,992.00	\$ 4,746.70	\$ 11,175.25	\$ 7,816.75	58.84%
ANIMAL CONTROL	\$ 3,250.00	\$ -	\$ 28.75	\$ 3,221.25	0.88%
BUILDING INSPECTIONS	\$ 16,611.00	\$ 1,864.09	\$ 12,305.27	\$ 4,305.73	74.08%
TOTAL PUBLIC SAFETY	\$ 761,184.00	\$ 84,317.71	\$ 324,012.77	\$ 437,171.23	42.57%
PUBLIC WORKS					
ROADS & STREETS					
GENERAL FUND	\$ 69,472.00	\$ 12,500.00	\$ 12,725.00	\$ 56,747.00	18.32%
TORT LIABILITY	\$ 13,938.00	\$ 431.54	\$ 12,459.82	\$ 1,478.18	89.39%
ROAD USE TAX FUND	\$ 400,040.00	\$ 48,911.94	\$ 405,607.42	\$ (5,567.42)	101.39%
TRUST & AGENCY	\$ 57,468.00	\$ 4,237.67	\$ 26,446.70	\$ 31,021.30	46.02%
STREET LIGHTING - GENERAL FUND	\$ 37,000.00	\$ 2,852.78	\$ 18,011.90	\$ 18,988.10	48.68%
SOLID WASTE - GENERAL FUND	\$ 201,000.00	\$ 16,387.75	\$ 113,196.08	\$ 87,803.92	56.32%
TOTAL PUBLIC WORKS	\$ 778,918.00	\$ 85,321.68	\$ 588,446.92	\$ 190,471.08	75.55%
TOTAL HEALTH & SOCIAL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CULTURE & RECREATION					
LIBRARY					
GENERAL FUND	\$ 220,949.00	\$ 15,635.01	\$ 110,883.00	\$ 110,066.00	50.18%
TORT LIABILITY	\$ 4,255.00	\$ 44.13	\$ 4,150.68	\$ 104.32	97.55%
TRUST & AGENCY	\$ 32,923.00	\$ 2,751.78	\$ 17,477.56	\$ 15,445.44	53.09%
PARKS & RECREATION				\$ -	
GENERAL FUND	\$ 210,930.00	\$ 18,743.04	\$ 99,625.45	\$ 111,304.55	47.23%
TORT LIABILITY	\$ 5,870.00	\$ 242.60	\$ 5,356.32	\$ 513.68	91.25%
TRUST & AGENCY	\$ 34,750.00	\$ 2,213.33	\$ 16,237.31	\$ 18,512.69	46.73%
CEMETERY					
GENERAL FUND	\$ 94,044.00	\$ 2,808.66	\$ 35,579.55	\$ 58,464.45	37.83%
TORT LIABILITY	\$ 2,040.00	\$ 68.34	\$ 1,785.95	\$ 254.05	87.55%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
TRUST & AGENCY	\$ 14,759.00	\$ 861.48	\$ 6,164.94	\$ 8,594.06	41.77%
CIVIC CENTER				\$ -	
GENERAL FUND	\$ 19,750.00	\$ 835.79	\$ 6,326.31	\$ 13,423.69	32.03%
TRUST & AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY & CULTURAL DEV. (HHTD)	\$ 58,000.00	\$ 6,561.62	\$ 50,380.11	\$ 7,619.89	86.86%
LOCAL CABLE ACCESS				\$ -	
GENERAL FUND	\$ 27,644.00	\$ 1,839.53	\$ 12,558.70	\$ 15,085.30	45.43%
TRUST & AGENCY	\$ 4,254.00	\$ 280.43	\$ 1,843.58	\$ 2,410.42	43.34%
TOTAL CULTURE & RECREATION	\$ 730,168.00	\$ 52,885.74	\$ 368,369.46	\$ 361,798.54	50.45%
COMMUNITY & ECONOMIC DEV.					
ECONOMIC DEVELOPMENT	\$ 74,159.00	\$ 2,423.87	\$ 29,264.78	\$ 44,894.22	39.46%
PLANNING & ZONING	\$ 25,000.00	\$ 1,893.60	\$ 14,136.69	\$ 10,863.31	56.55%
REVOLVING LOAN FUND	\$ -	\$ -	\$ -	\$ -	
TIF DEBT SERVICE	\$ 75,233.00	\$ -	\$ 17,852.00	\$ 57,381.00	23.73%
TOTAL COMMUNITY & E.D.	\$ 174,392.00	\$ 4,317.47	\$ 61,253.47	\$ 113,138.53	35.12%
GENERAL GOVERNMENT					
MAYOR & COUNCIL					
GENERAL FUND	\$ 16,500.00	\$ 11,786.51	\$ 14,012.46	\$ 2,487.54	84.92%
TRUST & AGENCY	\$ 2,564.00	\$ 989.30	\$ 1,226.25	\$ 1,337.75	47.83%
CLERK & TREASURER					
GENERAL FUND	\$ 148,777.00	\$ 17,948.85	\$ 76,313.54	\$ 72,463.46	51.29%
TORT LIABILITY	\$ 5,017.00	\$ 26.24	\$ 4,650.33	\$ 366.67	92.69%
TRUST & AGENCY	\$ 20,799.00	\$ 3,167.52	\$ 10,653.24	\$ 10,145.76	51.22%
LEGAL SERVICES	\$ 27,000.00	\$ 2,293.17	\$ 12,185.54	\$ 14,814.46	45.13%
TOTAL GENERAL GOVERNMENT	\$ 220,657.00	\$ 36,211.59	\$ 119,041.36	\$ 101,615.64	53.95%
GO DEBT SERVICE	\$ 1,013,986.00	\$ 114,733.11	\$ 182,758.11	\$ 831,227.89	18.02%
CAPITAL PROJECTS					
PARK IMP - PEDERSEN VALLEY	\$ 40,000.00	\$ -	\$ 35,250.00	\$ 4,750.00	88.13%
DOWNTOWN EAST REDEVELOPMENT	\$ 150,000.00			\$ 150,000.00	0.00%
RELOCATING WATER & SEWER LINES	\$ 450,000.00	\$ -	\$ 5,220.00	\$ 444,780.00	1.16%
WIDENING WAPSI CREEK @ BERANEK	\$ 230,000.00	\$ 985.50	\$ 11,485.78	\$ 218,514.22	4.99%
SPLASH PAD	\$ -			\$ -	#DIV/0!
I-80 WEST WATER MAIN RELOCATION	\$ 150,000.00	\$ -	\$ 13,917.62	\$ 136,082.38	9.28%
WW TREATMENT FACILITY IMP 2021	\$ 1,400,000.00	\$ 41,500.00	\$ 140,610.00	\$ 1,259,390.00	10.04%

FUNCTIONS	BUDGET EXP	MTD EXP	YTD EXP	REMAINING BALANCE	PERCENT OF EXPENSES
SCHOOL TURN LANE MAIN/DAWSON	\$ 50,000.00			\$ 50,000.00	0.00%
ROUNDBOUT MAIN & CEDAR	\$ 110,000.00	\$ 744.00	\$ 5,771.00	\$ 104,229.00	5.25%
SPONSORED WATER QUAL IMP 2021	\$ -	\$ 186.00	\$ 10,562.80	\$ (10,562.80)	#DIV/0!
TOTAL CAPITAL PROJECTS	\$ 2,580,000.00	\$ 43,415.50	\$ 222,817.20	\$ 2,357,182.80	8.64%
BUSINESS TYPE ACTIVITIES					
WATER FUND	\$ 409,707.00	\$ 47,350.95	\$ 290,092.07	\$ 119,614.93	70.80%
WATER SINKING FUND	\$ 61,113.00	\$ 2,693.75	\$ 2,693.75	\$ 58,419.25	4.41%
SEWER FUND	\$ 295,231.00	\$ 20,294.55	\$ 133,010.20	\$ 162,220.80	45.05%
STORM WATER UTILITY	\$ 45,000.00	\$ -	\$ 56,374.77	\$ (11,374.77)	125.28%
TOTAL BUSINESS TYPE ACTIVITIES	\$ 811,051.00	\$ 70,339.25	\$ 482,170.79	\$ 328,880.21	59.45%
NON-DEPARTMENTAL TRANSFERS					
GENERAL FUND	\$ 50,000.00			\$ 50,000.00	
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%
WATER FUND	\$ 101,113.00	\$ 5,095.00	\$ 30,570.00	\$ 70,543.00	30.23%
SEWER FUND	\$ 285,000.00	\$ 21,057.00	\$ 128,395.00	\$ 156,605.00	45.05%
TOTAL NON-DEPARMENTAL TRANSFERS	\$ 1,157,457.00	\$ 26,152.00	\$ 158,965.00	\$ 998,492.00	13.73%
TOTAL FOR ALL FUNCTIONS	\$ 8,227,813.00	\$ 517,694.05	\$ 2,507,835.08	\$ 5,719,977.92	

CITY OF WEST BRANCH
EXPENDITURES BY ACTIVITY (UNAUDITED)
AS OF: DECEMBER 31ST, 2021

001-GENERAL FUND

50.00% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL NON-PROGRAM	1,157,457.00	26,152.00	158,965.00	13.73	998,492.00
TOTAL PUBLIC SAFETY	761,184.00	84,317.71	324,012.77	42.57	437,171.23
TOTAL PUBLIC WORKS	778,918.00	85,321.68	588,446.92	75.55	190,471.08
TOTAL HEALTH & SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE & RECREATION	730,168.00	52,885.74	368,369.46	50.45	361,798.54
TOTAL COMMUNITY & ECON DEVELOP	174,392.00	4,317.47	61,253.47	35.12	113,138.53
TOTAL GENERAL GOVERNMENT	220,657.00	36,211.59	119,041.36	53.95	101,615.64
TOTAL DEBT SERVICE	1,013,986.00	114,733.11	182,758.11	18.02	831,227.89
TOTAL CAPITAL PROJECTS	2,580,000.00	43,415.50	222,817.20	8.64	2,357,182.80
TOTAL BUSINESS TYPE/ENTERPRISE	811,051.00	70,339.25	482,170.79	59.45	328,880.21
TOTAL EXPENDITURES	8,227,813.00	517,694.05	2,507,835.08	30.48	5,719,977.92

BANK TO BOOK RECONCILIATION

11/30/2021

BANK BALANCE @ _____

CASH - FIDELITY BANK & TRUST	\$ 5,183,072.72
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CASH - FIDELITY BANK & TRUST - PERPETUAL CARE FUND	\$ 29,190.60
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SUB TOTAL	\$ 5,212,263.32
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ADD:	CD'S:	Bank/CD #	Maturity Date	
	ENLOW BUILDING CD	LIBERTY SAVINGS-10447	5/2/2022	\$ 11,157.28
	CEMETERY PERPETUAL CARE	HILLS BANK-30282503	6/11/2022	\$ 97,116.91
	GEN FUND-STREETScape-ACCIONA DONATION	UICCU-1022	12/6/2021	\$ 6,992.35
	LIBRARY-HANSEN CD DONATION	UICCU-1025	8/1/2022	\$ 55,201.17
	LIBRARY-HANSEN CD DONATION	UICCU-1026	9/2/2022	\$ 51,038.68
	LIBRARY-HANSEN CD DONATION	UICCU-1027	9/2/2022	\$ 23,926.50
	SAVINGS ACCOUNTS			
	GENERAL FUND SAVINGS	UICCU-0001		\$ 5.00
	LIBRARY - KROUTH INTEREST	FIDELITY-SAVINGS ACCOUNT		\$ 8,511.67
	LIBRARY - M GRAY SAVINGS	FIDELITY-SAVINGS ACCOUNT		\$ 16,332.81
	TOTAL CD'S & SAVINGS ACCOUNTS			\$ 270,282.37
	SUB TOTAL			\$ 5,482,545.69
	O/S DEPOSITS			\$ -
LESS:	O/S CHECKS			\$ 10,948.31
	ENDING BOOK BALANCE			\$ 5,471,597.38

CLERK'S REPORT FOR THE MONTH OF NOVEMBER 2021

DESCRIPTION	CHECKING	INVESTMENT	BEGINNING BALANCE	RECEIPTS	TRANSFER IN	DISBURSED	TRANSFER OUT	NET CHANGE LIABILITIES	CLERK'S BALANCE
GENERAL									
*(001) GENERAL OPERATING FUND	\$ 1,564,841.08	\$ 5.00	\$ 1,564,846.08	\$ 139,037.45		\$ 89,399.08			\$ 1,614,484.45
** 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
CEMETERY BLDG/EQUIP INVESTMENT	\$ -	\$ -	\$ -						\$ -
SIGNS-ACCIONA DTN INVESTMENT	\$ -	\$ 6,992.35	\$ 6,992.35						\$ 6,992.35
PARK EQUIPMENT/RESERVE	\$ 1,500.00	\$ -	\$ 1,500.00						\$ 1,500.00
(022) CIVIC CENTER	\$ 45,108.09	\$ -	\$ 45,108.09	\$ 1,003.20		\$ 1,155.52			\$ 44,955.77
(027) MEMORIAL GARDEN PROJECT	\$ 314.00	\$ -	\$ 314.00						\$ 314.00
(028) SPLASH PAD RESERVE	\$ 100.00	\$ -	\$ 100.00						\$ 100.00
(031) LIBRARY	\$ (69,545.89)	\$ 91,178.42	\$ 21,632.53	\$ 11,449.16		\$ 18,267.66			\$ 14,814.03
(036) TORT LIABILITY	\$ (4,207.11)	\$ -	\$ (4,207.11)	\$ 1,942.59		\$ 2,065.82			\$ (4,330.34)
SPECIAL REVENUE									\$ -
(110) ROAD USE TAX	\$ 91,736.51	\$ -	\$ 91,736.51	\$ 22,021.87		\$ 51,461.69			\$ 62,296.69
(112) TRUST & AGENCY (EMPLOYEE BENEFITS)	\$ 273,129.94	\$ -	\$ 273,129.94	\$ 12,638.42		\$ 19,914.10			\$ 265,854.26
(119) EMERGENCY TAX FUND	\$ 20,990.08	\$ -	\$ 20,990.08	\$ 1,744.56					\$ 22,734.64
(121) LOCAL OPTION SALES TAX	\$ 266,333.82	\$ -	\$ 266,333.82	\$ 69,044.19					\$ 335,378.01
(125) TIF	\$ 372,942.17	\$ -	\$ 372,942.17	\$ 31,178.83		\$ 17,852.00			\$ 386,269.00
(160) REVOLVING LOAN FUND	\$ 137,082.45	\$ -	\$ 137,082.45						\$ 137,082.45
DEBT SERVICE									\$ -
(226) DEBT SERVICE	\$ 412,962.96	\$ -	\$ 412,962.96	\$ 14,866.04		\$ 68,025.00			\$ 359,804.00
CAPITAL PROJECTS									\$ -
(300) CAPITAL IMPROVEMENT RESERVE	\$ 29,413.63	\$ -	\$ 29,413.63	\$ 2,568.45					\$ 31,982.08
(301) REAP GRANT PROJECT	\$ -	\$ -	\$ -						\$ -
(302) ARPA NEU FUND	\$ 185,683.49	\$ -	\$ 185,683.49	\$ 622.11					\$ 186,305.60
(304) W MAIN ST STORMWATER IMP	\$ 10,000.00	\$ -	\$ 10,000.00						\$ 10,000.00
(308) PARK IMP - PEDERSEN VALLEY	\$ 14,827.20	\$ -	\$ 14,827.20						\$ 14,827.20
(310) COLLEGE STREET BRIDGE	\$ -	\$ -	\$ -						\$ -
(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	\$ -	\$ -	\$ -						\$ -
(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	\$ -	\$ -	\$ -						\$ -
(319) RELOCATION OF WATER & SEWER LINES	\$ (2,915.22)	\$ -	\$ (2,915.22)			\$ 1,740.00			\$ (4,655.22)
(321) WIDENING WAPSI CREEK @ BERANEK PARK	\$ 160,604.48	\$ -	\$ 160,604.48			\$ 5,825.28			\$ 154,779.20
(322) SPLASH PAD	\$ -	\$ -	\$ -						\$ -
(323) I-80 WEST, WATER MAIN RELOCATE	\$ (51,755.51)	\$ -	\$ (51,755.51)			\$ 465.00			\$ (52,220.51)
(324) VVV TREATMT FAC IMP 2021	\$ 50,850.00	\$ -	\$ 50,850.00	\$ 29,150.00		\$ 46,640.00			\$ 33,360.00
(326) ROUNDABOUT MAIN & CEDAR	\$ -	\$ -	\$ -			\$ 5,027.00			\$ (5,027.00)
(327) SPONSORED WATER QUALITY IMPE 2021	\$ (16,901.40)	\$ -	\$ (16,901.40)						\$ (16,901.40)
PERMANENT									\$ -
(500) CEMETERY PERPETUAL FUND	\$ 29,190.60	\$ 97,116.91	\$ 126,307.51						\$ 126,307.51
(501) KROUTH PRINCIPAL FUND	\$ -	\$ 51,040.74	\$ 51,040.74						\$ 51,040.74
(502) KROUTH INTEREST FUND	\$ -	\$ 23,926.50	\$ 23,926.50						\$ 23,926.50
ENTERPRISE									\$ -
(600) WATER FUND	\$ 154,327.33	\$ -	\$ 154,327.33	\$ 61,264.14		\$ 28,240.38	\$ 5,095.00		\$ 182,256.09
(603) WATER SINKING FUND	\$ 25,472.92	\$ -	\$ 25,472.92	\$ -	\$ 5,095.00				\$ 30,567.92
(610) SEWER FUND	\$ 406,554.13	\$ -	\$ 406,554.13	\$ 65,900.16		\$ 10,278.05	\$ 18,424.00		\$ 443,752.24
(611) SEWER FUND SPECIAL	\$ 239,829.50	\$ -	\$ 239,829.50	\$ -	\$ 18,424.00				\$ 258,253.50
(614) WASTEWATER LIFT STATION	\$ -	\$ -	\$ -						\$ -
(740) STORM WATER UTILITY	\$ 92,343.89	\$ -	\$ 92,343.89	\$ 5,425.94		\$ 500.00			\$ 97,269.83
(950) BC/BS FLEXIBLE BENEFIT	\$ (1,478.55)	\$ -	\$ (1,478.55)						\$ (1,478.55)
TOTAL	\$ 5,098,336.93	\$ 270,259.92	\$ 5,368,596.85	\$ 469,857.11	\$ 23,519.00	\$ 366,856.58	\$ 23,519.00	\$ -	\$ 5,471,597.38
O/S CHECKS			\$18,883.48						\$10,948.31
O/S DEPOSIT			\$694.86						\$0.00
BANK STATEMENT BALANCE			\$5,386,785.47						\$5,482,545.69

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: NOVEMBER 30TH, 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	2,058,427.95	139,037.45	89,399.08	2,108,066.32	0.00	0.00	2,108,066.32
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	45,108.09	1,003.20	1,155.52	44,955.77	0.00	0.00	44,955.77
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	21,632.53	11,449.16	18,267.66	14,814.03	0.00	0.00	14,814.03
036-TORT LIABILITY	(4,207.11)	1,942.59	2,065.82	(4,330.34)	0.00	0.00	(4,330.34)
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	91,736.51	22,021.87	51,461.69	62,296.69	0.00	0.00	62,296.69
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	273,129.94	12,638.42	19,914.10	265,854.26	0.00	0.00	265,854.26
119-EMERGENCY TAX FUND	20,990.08	1,744.56	0.00	22,734.64	0.00	0.00	22,734.64
121-OPTION TAX	266,333.82	69,044.19	0.00	335,378.01	0.00	0.00	335,378.01
125-T I F	372,942.17	31,178.83	17,852.00	386,269.00	0.00	0.00	386,269.00
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	412,962.96	14,866.04	68,025.00	359,804.00	0.00	0.00	359,804.00
300-CAPITAL IMPROV. RESERVE	29,413.63	2,568.45	0.00	31,982.08	0.00	0.00	31,982.08
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	185,683.49	622.11	0.00	186,305.60	0.00	0.00	186,305.60
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	14,827.20	0.00	0.00	14,827.20	0.00	0.00	14,827.20
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	(2,915.22)	0.00	1,740.00	(4,655.22)	0.00	0.00	(4,655.22)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	160,604.48	0.00	5,825.28	154,779.20	0.00	0.00	154,779.20
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL	(51,755.51)	0.00	465.00	(52,220.51)	0.00	0.00	(52,220.51)
324-WW TREATMT FAC IMP 2021	50,850.00	29,150.00	46,640.00	33,360.00	0.00	0.00	33,360.00
326-ROUNDAABOUT MAIN & CEDAR-J	0.00	0.00	5,027.00	(5,027.00)	0.00	0.00	(5,027.00)
327-SPONS WATER QUAL IMP 2021	(16,901.40)	0.00	0.00	(16,901.40)	0.00	0.00	(16,901.40)
500-CEMETERY PERPETUAL FUND	126,307.51	0.00	0.00	126,307.51	0.00	0.00	126,307.51

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: NOVEMBER 30TH, 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
501-KROUTH PRINCIPAL FUND	51,040.74	0.00	0.00	51,040.74	0.00	0.00	51,040.74
502-KROUTH INTEREST FUND	23,926.50	0.00	0.00	23,926.50	0.00	0.00	23,926.50
600-WATER FUND	154,327.33	61,264.14	33,335.38	182,256.09	0.00	0.00	182,256.09
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	25,472.92	5,095.00	0.00	30,567.92	0.00	0.00	30,567.92
610-SEWER FUND	406,554.13	65,900.16	28,702.05	443,752.24	0.00	0.00	443,752.24
611-SEWER FUND SPECIAL	239,829.50	18,424.00	0.00	258,253.50	0.00	0.00	258,253.50
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	92,343.89	5,425.94	500.00	97,269.83	0.00	0.00	97,269.83
950-BC/BS FLEXIBLE BENEFIT	(1,478.55)	0.00	0.00	(1,478.55)	0.00	0.00	(1,478.55)
GRAND TOTAL	5,368,596.85	493,376.11	390,375.58	5,471,597.38	0.00	0.00	5,471,597.38

*** END OF REPORT ***

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: NOVEMBER 30TH, 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	912,696.85	551,862.72	2,108,066.32	0.00	0.00	2,108,066.32
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	7,162.50	5,490.52	44,955.77	0.00	0.00	44,955.77
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	14,235.93	95,247.99	14,814.03	0.00	0.00	14,814.03
036-TORT LIABILITY	33,009.62	24,474.58	61,814.54	(4,330.34)	0.00	0.00	(4,330.34)
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	149,533.98	356,695.48	62,296.69	0.00	0.00	62,296.69
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	159,178.51	109,106.54	265,854.26	0.00	0.00	265,854.26
119-EMERGENCY TAX FUND	762.47	21,972.17	0.00	22,734.64	0.00	0.00	22,734.64
121-OPTION TAX	175,622.55	159,755.46	0.00	335,378.01	0.00	0.00	335,378.01
125-T I F	143,547.46	260,573.54	17,852.00	386,269.00	0.00	0.00	386,269.00
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	177,108.34	68,025.00	359,804.00	0.00	0.00	359,804.00
300-CAPITAL IMPROV. RESERVE	0.00	31,982.08	0.00	31,982.08	0.00	0.00	31,982.08
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	186,305.60	0.00	186,305.60	0.00	0.00	186,305.60
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	35,250.00	14,827.20	0.00	0.00	14,827.20
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	5,220.00	(4,655.22)	0.00	0.00	(4,655.22)
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	10,500.28	154,779.20	0.00	0.00	154,779.20
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	13,917.62	(52,220.51)	0.00	0.00	(52,220.51)
324-WW TREATMT FAC IMP 2021	62,510.00	69,960.00	99,110.00	33,360.00	0.00	0.00	33,360.00
326-ROUNDAABOUT MAIN & CEDAR-J	0.00	0.00	5,027.00	(5,027.00)	0.00	0.00	(5,027.00)
327-SPONS WATER QUAL IMP 2021	(6,524.60)	0.00	10,376.80	(16,901.40)	0.00	0.00	(16,901.40)
500-CEMETERY PERPETUAL FUND	126,078.58	228.93	0.00	126,307.51	0.00	0.00	126,307.51

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: NOVEMBER 30TH, 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
501-KROUTH PRINCIPAL FUND	51,008.10	32.64	0.00	51,040.74	0.00	0.00	51,040.74
502-KROUTH INTEREST FUND	23,912.17	14.33	0.00	23,926.50	0.00	0.00	23,926.50
600-WATER FUND	162,777.76	287,694.45	268,216.12	182,256.09	0.00	0.00	182,256.09
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	25,475.00	0.00	30,567.92	0.00	0.00	30,567.92
610-SEWER FUND	339,461.60	324,344.29	220,053.65	443,752.24	0.00	0.00	443,752.24
611-SEWER FUND SPECIAL	150,915.50	107,338.00	0.00	258,253.50	0.00	0.00	258,253.50
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	27,034.12	56,374.77	97,269.83	0.00	0.00	97,269.83
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	2,947,101.30	1,990,141.03	5,471,597.38	0.00	0.00	5,471,597.38

*** END OF REPORT ***

PROGRAM EXPENDITURES FOR THE MONTH NOVEMBER OF 2021

41.67%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
PUBLIC SAFETY					
POLICE DEPARTMENT					
GENERAL FUND	\$ 357,004.00	\$ 23,927.22	\$ 134,555.10	\$ 222,448.90	37.69%
TORT LIABILITY	\$ 12,102.00	\$ 418.26	\$ 10,159.33	\$ 1,942.67	83.95%
TRUST & AGENCY	\$ 83,466.00	\$ 6,884.90	\$ 35,629.04	\$ 47,836.96	42.69%
FIRE DEPARTMENT					
GENERAL FUND	\$ 259,000.00	\$ 3,106.54	\$ 18,546.30	\$ 240,453.70	7.16%
TORT LIABILITY	\$ 10,759.00	\$ 811.68	\$ 23,906.81	\$ (13,147.81)	222.20%
TRUST & AGENCY	\$ 18,992.00	\$ 1,285.71	\$ 6,428.55	\$ 12,563.45	33.85%
ANIMAL CONTROL	\$ 3,250.00	\$ 12.50	\$ 28.75	\$ 3,221.25	0.88%
BUILDING INSPECTIONS	\$ 16,611.00	\$ 2,537.66	\$ 10,441.18	\$ 6,169.82	62.86%
TOTAL PUBLIC SAFETY	\$ 761,184.00	\$ 38,984.47	\$ 239,695.06	\$ 521,488.94	31.49%
PUBLIC WORKS					
ROADS & STREETS					
GENERAL FUND	\$ 69,472.00	\$ -	\$ 225.00	\$ 69,247.00	0.32%
TORT LIABILITY	\$ 13,938.00	\$ 431.54	\$ 12,028.28	\$ 1,909.72	86.30%
ROAD USE TAX FUND	\$ 400,040.00	\$ 51,461.69	\$ 356,695.48	\$ 43,344.52	89.16%
TRUST & AGENCY	\$ 57,468.00	\$ 4,121.72	\$ 22,209.03	\$ 35,258.97	38.65%
STREET LIGHTING - GENERAL FUND	\$ 37,000.00	\$ 2,813.59	\$ 15,159.12	\$ 21,840.88	40.97%
SOLID WASTE - GENERAL FUND	\$ 201,000.00	\$ 17,486.47	\$ 96,808.33	\$ 104,191.67	48.16%
TOTAL PUBLIC WORKS	\$ 778,918.00	\$ 76,315.01	\$ 503,125.24	\$ 275,792.76	64.59%
TOTAL HEALTH & SOCIAL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CULTURE & RECREATION					
LIBRARY					
GENERAL FUND	\$ 220,949.00	\$ 18,267.66	\$ 95,247.99	\$ 125,701.01	43.11%
TORT LIABILITY	\$ 4,255.00	\$ 44.13	\$ 4,106.55	\$ 148.45	96.51%
TRUST & AGENCY	\$ 32,923.00	\$ 2,746.38	\$ 14,725.78	\$ 18,197.22	44.73%
PARKS & RECREATION				\$ -	
GENERAL FUND	\$ 210,930.00	\$ 10,469.34	\$ 80,882.41	\$ 130,047.59	38.35%
TORT LIABILITY	\$ 5,870.00	\$ 242.60	\$ 5,113.72	\$ 756.28	87.12%
TRUST & AGENCY	\$ 34,750.00	\$ 2,372.17	\$ 14,023.98	\$ 20,726.02	40.36%
CEMETERY					
GENERAL FUND	\$ 94,044.00	\$ 4,300.00	\$ 32,770.89	\$ 61,273.11	34.85%
TORT LIABILITY	\$ 2,040.00	\$ 68.34	\$ 1,717.61	\$ 322.39	84.20%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
TRUST & AGENCY	\$ 14,759.00	\$ 893.39	\$ 5,303.46	\$ 9,455.54	35.93%
CIVIC CENTER				\$ -	
GENERAL FUND	\$ 19,750.00	\$ 1,155.52	\$ 5,490.52	\$ 14,259.48	27.80%
TRUST & AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY & CULTURAL DEV. (HHTD)	\$ 58,000.00	\$ 564.29	\$ 43,818.49	\$ 14,181.51	75.55%
LOCAL CABLE ACCESS				\$ -	
GENERAL FUND	\$ 27,644.00	\$ 1,808.02	\$ 10,719.17	\$ 16,924.83	38.78%
TRUST & AGENCY	\$ 4,254.00	\$ 282.18	\$ 1,563.15	\$ 2,690.85	36.75%
TOTAL CULTURE & RECREATION	\$ 730,168.00	\$ 43,214.02	\$ 315,483.72	\$ 414,684.28	43.21%
COMMUNITY & ECONOMIC DEV.					
ECONOMIC DEVELOPMENT	\$ 74,159.00	\$ 5,987.74	\$ 26,840.91	\$ 47,318.09	36.19%
PLANNING & ZONING	\$ 25,000.00	\$ 8,344.89	\$ 12,243.09	\$ 12,756.91	48.97%
REVOLVING LOAN FUND	\$ -	\$ -	\$ -	\$ -	
TIF DEBT SERVICE	\$ 75,233.00	\$ 17,852.00	\$ 17,852.00	\$ 57,381.00	23.73%
TOTAL COMMUNITY & E.D.	\$ 174,392.00	\$ 32,184.63	\$ 56,936.00	\$ 117,456.00	32.65%
GENERAL GOVERNMENT					
MAYOR & COUNCIL					
GENERAL FUND	\$ 16,500.00	\$ 435.19	\$ 2,225.95	\$ 14,274.05	13.49%
TRUST & AGENCY	\$ 2,564.00	\$ 47.39	\$ 236.95	\$ 2,327.05	9.24%
CLERK & TREASURER					
GENERAL FUND	\$ 148,777.00	\$ 5,935.66	\$ 58,364.69	\$ 90,412.31	39.23%
TORT LIABILITY	\$ 5,017.00	\$ 26.24	\$ 4,624.09	\$ 392.91	92.17%
TRUST & AGENCY	\$ 20,799.00	\$ 913.23	\$ 7,485.72	\$ 13,313.28	35.99%
LEGAL SERVICES	\$ 27,000.00	\$ 2,060.03	\$ 9,892.37	\$ 17,107.63	36.64%
TOTAL GENERAL GOVERNMENT	\$ 220,657.00	\$ 9,417.74	\$ 82,829.77	\$ 137,827.23	37.54%
GO DEBT SERVICE	\$ 1,013,986.00	\$ 68,025.00	\$ 68,025.00	\$ 945,961.00	6.71%
CAPITAL PROJECTS					
PARK IMP - PEDERSEN VALLEY	\$ 40,000.00		\$ 35,250.00	\$ 4,750.00	88.13%
DOWNTOWN EAST REDEVELOPMENT	\$ 150,000.00			\$ 150,000.00	0.00%
RELOCATING WATER & SEWER LINES	\$ 450,000.00	\$ 1,740.00	\$ 5,220.00	\$ 444,780.00	1.16%
WIDENING WAPSI CREEK @ BERANEK	\$ 230,000.00	\$ 5,825.28	\$ 10,500.28	\$ 219,499.72	4.57%
I-80 WEST WATER MAIN RELOCATION	\$ 150,000.00	\$ 465.00	\$ 13,917.62	\$ 136,082.38	9.28%
VVW TREATMENT FACILITY IMP 2021	\$ 1,400,000.00	\$ 46,640.00	\$ 99,110.00	\$ 1,300,890.00	7.08%
SCHOOL TURN LANE MAIN/DAWSON	\$ 50,000.00			\$ 50,000.00	0.00%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
ROUNABOUT MAIN & CEDAR	\$ 110,000.00	\$ 5,027.00	\$ 5,027.00	\$ 104,973.00	4.57%
SPONSORED WATER QUAL IMP 2021	\$ -	\$ -	\$ 10,376.80	\$ (10,376.80)	#DIV/0!
TOTAL CAPITAL PROJECTS	\$ 2,580,000.00	\$ 59,697.28	\$ 179,401.70	\$ 2,400,598.30	6.95%
BUSINESS TYPE ACTIVITIES					
WATER FUND	\$ 409,707.00	\$ 28,240.38	\$ 242,741.12	\$ 166,965.88	59.25%
WATER SINKING FUND	\$ 61,113.00	\$ -	\$ -	\$ 61,113.00	0.00%
SEWER FUND	\$ 295,231.00	\$ 10,278.05	\$ 112,715.65	\$ 182,515.35	38.18%
WASTE WATER LIFT STATION	\$ -	\$ -	\$ -	\$ -	
STORM WATER UTILITY	\$ 45,000.00	\$ 500.00	\$ 56,374.77	\$ (11,374.77)	125.28%
TOTAL BUSINESS TYPE ACTIVITIES	\$ 811,051.00	\$ 39,018.43	\$ 411,831.54	\$ 399,219.46	50.78%
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%
WATER FUND	\$ 101,113.00	\$ 5,095.00	\$ 25,475.00	\$ 75,638.00	25.19%
SEWER FUND	\$ 285,000.00	\$ 18,424.00	\$ 107,338.00	\$ 177,662.00	37.66%
TOTAL NON-DEPARMENTAL TRANSFERS	\$ 1,157,457.00	\$ 23,519.00	\$ 132,813.00	\$ 1,024,644.00	11.47%
TOTAL FOR ALL FUNCTIONS	\$ 8,227,813.00	\$ 390,375.58	\$ 1,990,141.03	\$ 6,237,671.97	

CITY OF WEST BRANCH
EXPENDITURES BY ACTIVITY (UNAUDITED)
AS OF: NOVEMBER 30TH, 2021

001-GENERAL FUND

41.67% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL NON-PROGRAM	1,157,457.00	23,519.00	132,813.00	11.47	1,024,644.00
TOTAL PUBLIC SAFETY	761,184.00	38,984.47	239,695.06	31.49	521,488.94
TOTAL PUBLIC WORKS	778,918.00	76,315.01	503,125.24	64.59	275,792.76
TOTAL HEALTH & SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE & RECREATION	730,168.00	43,214.02	315,483.72	43.21	414,684.28
TOTAL COMMUNITY & ECON DEVELOP	174,392.00	32,184.63	56,936.00	32.65	117,456.00
TOTAL GENERAL GOVERNMENT	220,657.00	9,417.74	82,829.77	37.54	137,827.23
TOTAL DEBT SERVICE	1,013,986.00	68,025.00	68,025.00	6.71	945,961.00
TOTAL CAPITAL PROJECTS	2,580,000.00	59,697.28	179,401.70	6.95	2,400,598.30
TOTAL BUSINESS TYPE/ENTERPRISE	811,051.00	39,018.43	411,831.54	50.78	399,219.46
TOTAL EXPENDITURES	8,227,813.00	390,375.58	1,990,141.03	24.19	6,237,671.97



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 7, 2022

AGENDA ITEM:	Motion to set the FY2023 Budget Max Levy Public Hearing date – February 22, 2022.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	February 1, 2022
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BACKGROUND:

For budget years beginning on or after July 1, 2020 and prior to filing the proposed budget with the State Auditor under Senate File 364, the City Council shall adopt a resolution establishing the total maximum dollar that may be certified for levy for general city services.

The State Code requires a public hearing and notice to be given to residents of the taxing district. This notice must be published not less than 10 days and not more than 20 days in the local newspaper, city website and city social media sites. Publish date of notice will be February 10, 2022.

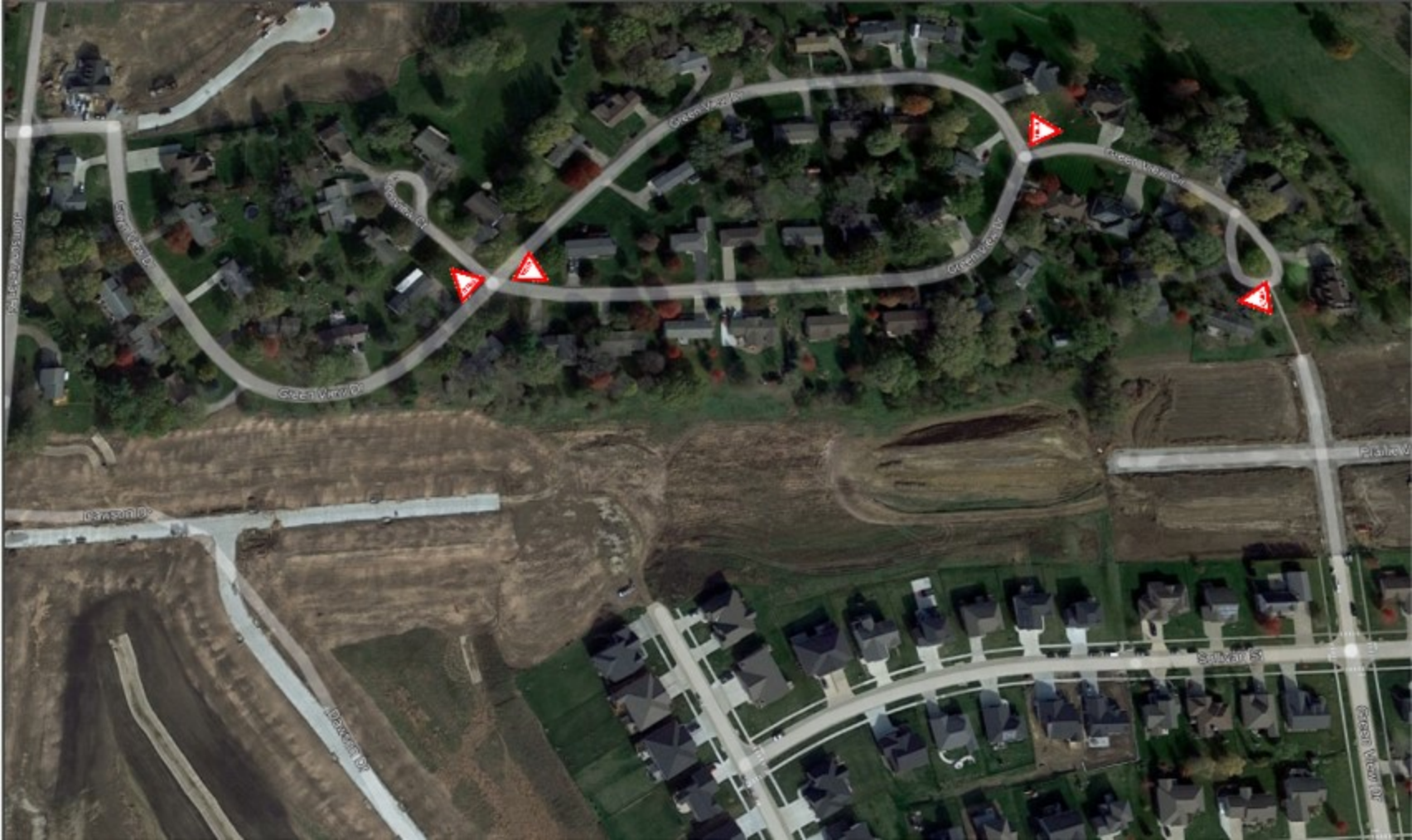
Said public hearing for the FY2023 Max Levy is scheduled for February 22, 2022 at 7:00 p.m., at the City Council meeting, City Council Chambers, 110 N. Poplar St. West Branch, IA.



S 1st St

Cookson Dr

S 2nd St



ORDINANCE 790

AN ORDINANCE AMENDING TITLE "TRAFFIC AND VEHICLES" CHAPTER 65 "STOP OR YIELD REQUIRED".

WHEREAS, the West Branch City Council finds it in the best interest of the residents of West Branch to have yield signs installed on Cookson Drive at its intersection with South First Street, on Greenview Court at its intersection with Greenview Drive, on Greenview Drive southern loop westbound lane at its intersection with Greenview Drive, on Greenview Circle at its intersection with Greenview Drive and the southbound portion of the traffic circle on Greenview Circle at its intersection with Greenview Drive in order to provide for the safety of the West Branch Community.

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 adding the following new subsections to Title, "TRAFFIC AND VEHICLES", Chapter 65, "STOP OR YIELD REQUIRED", Section 65.03, YIELD REQUIRED.

(Insert after current subsection)

Cookson Drive at its intersection with South First Street.

(Insert after current subsection)

Greenview Court at its intersection with Greenview Drive.

(Insert after current subsection)

On the westbound lane of the southern portion of Greenview Drive at its intersection with Greenview Drive.

(Insert after current subsection)

Greenview Circle at its intersection with Greenview Drive.

(Insert after current subsection)

Greenview Circle southbound portion of the traffic circle at its intersection with Greenview Drive.

ReNUMBER all remaining subsections after these changes.

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 ____ day of _____, 2022

First Reading: January 18, 2022
Second Reading: February 7, 2022
Third Reading:

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSAL TO REZONE AN APPROXIMATE 7.92 ACRE PARCEL IN THE MEADOWS SUBDIVISION, WEST BRANCH, IOWA.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the City Council of the City of West Branch in the Council Chambers at 110 N. Poplar Street, at 7:00 o'clock P.M., on Monday, February 7, 2022. Said public hearing shall be to consider the proposal of rezoning an approximate 7.92-acre parcel, legally described as follows:

THE MEADOWS SUBDIVISION PART 5 BEING PART OF AUDITOR'S PARCEL G, AS RECORDED IN PLAT BOOK I, PAGE 103 OF THE CEDAR COUNTY RECORDER'S OFFICE, IN THE NORTHWEST FRACTIONAL QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) AND THE NORTHEAST FRACTIONAL QUARTER (NE ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 4 WEST, IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8 OF THE MEADOWS SUBDIVISION PART 4B AS RECORDED IN BOOK 1554 PAGE 326 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG THE NORTH LINE OF SAID PARCEL G N86°46'49"E, 1017.99 FEET TO THE NORTHWEST CORNER OF LOT 25 OF LOETHEN RIDGE ESTATES AS RECORDED IN BOOK 1553, PAGE 129 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG THE EAST LINE OF SAID LOETHEN RIDGE ESTATES S00°54'09"W, 331.54 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID LOETHEN RIDGE ESTATES; THENCE N86°03'04"W, 75.92 FEET ALONG THE NORTH LINE OF THE MEADOWS SUBDIVISION PART 2 AS RECORDED IN BOOK 1387, PAGE 78 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH LINE S86°46'30"W, 234.26 FEET; THENCE ALONG SAID NORTH LINE S77°42'45"W, 246.67 FEET; THENCE ALONG SAID NORTH LINE N15°39'23"W, 32.45 FEET; THENCE ALONG SAID NORTH LINE N88°48'26"W, 80.24 FEET; THENCE ALONG SAID NORTH LINE S61°03'30"W, 68.43 FEET; THENCE ALONG SAID NORTH LINE N28°56'30"W, 23.66 FEET; THENCE ALONG SAID NORTH LINE S61°03'30"W, 271.17 FEET TO THE EAST LINE OF SAID MEADOWS SUBDIVISION PART 4B; THENCE ALONG SAID EAST LINE N18°57'41"W, 118.97 FEET; THENCE ALONG SAID EAST LINE N86°46'30"E, 13.79 FEET; THENCE ALONG SAID EAST LINE N03°13'30"W, 198.71 FEET; THENCE ALONG SAID EAST LINE S86°46'30"W, 19.26 FEET; THENCE ALONG SAID EAST LINE N03°13'30"W, 135.10 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 7.92 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

From R-1 Residential District to R-2 Residential District.

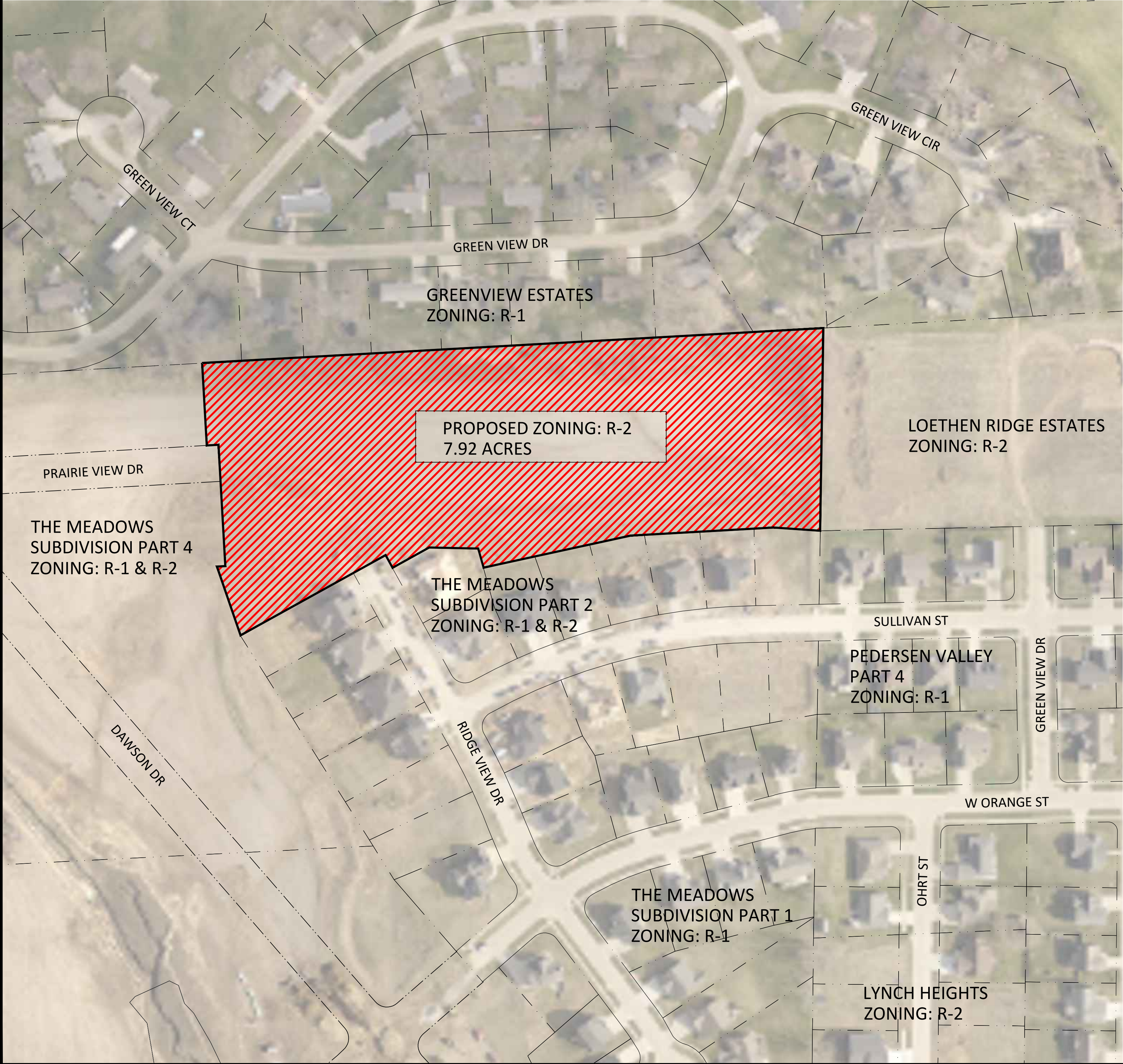
All interested persons are invited to attend these meetings and be heard on the aforementioned proposed adoption of the amendment. Further information regarding same may be obtained by contacting the West Branch City Clerk.

Leslie Brick, City Clerk,
by Direction of the City Council

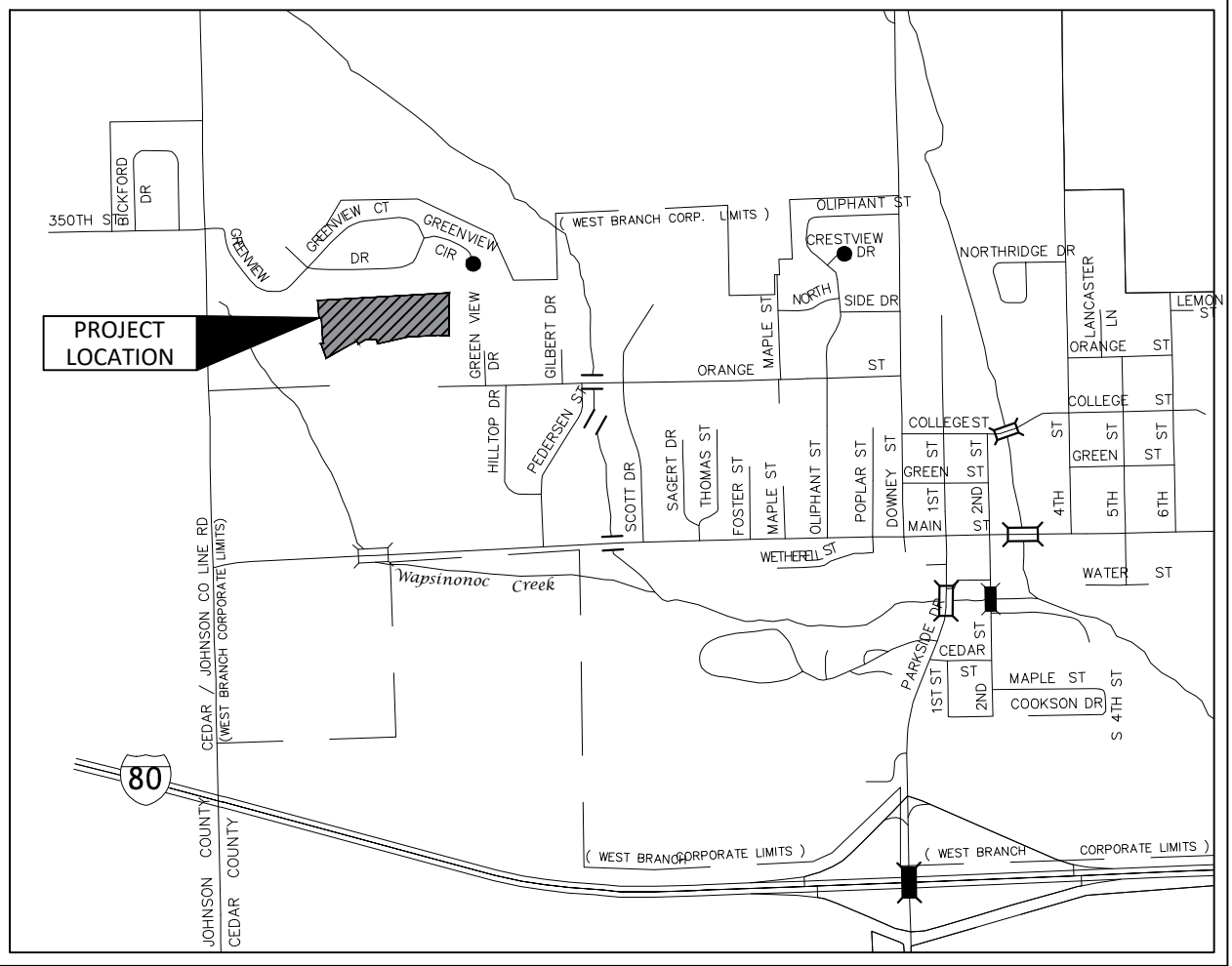
REZONING EXHIBIT

THE MEADOWS SUBDIVISION PART 5

WEST BRANCH, CEDAR COUNTY, IOWA



PROJECT VICINITY MAP - CITY OF WEST BRANCH



CITY OF WEST BRANCH, IOWA

APPLICANT INFORMATION:

OWNER:
KLM INVESTMENTS, LLC.
25 EASTVIEW PLACE NE
IOWA CITY, IA 52240

ATTORNEY:
MICHAEL W. KENNEDY
920 S. DUBUQUE STREET
IOWA CITY, IA 52240

DEVELOPER:
MEADOWS DEVELOPMENT, INC.
920 EASTVIEW PLACE NE
IOWA CITY, IA 52240

PREPARED BY:
AXIOM CONSULTANTS, LLC
60 E. COURT STREET, UNIT 3
IOWA CITY, IOWA 52240

LEGAL DESCRIPTION:

THE MEADOWS SUBDIVISION PART 5 BEING PART OF AUDITOR'S PARCEL G, AS RECORDED IN PLAT BOOK I, PAGE 103 OF THE CEDAR COUNTY RECORDER'S OFFICE, IN THE NORTHWEST FRACTIONAL QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) AND THE NORTHEAST FRACTIONAL QUARTER (NE ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 4 WEST, IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8 OF THE MEADOWS SUBDIVISION PART 4B AS RECORDED IN BOOK 1554 PAGE 326 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG THE NORTH LINE OF SAID PARCEL G N86°46'49"E, 1017.99 FEET TO THE NORTHWEST CORNER OF LOT 25 OF LOETHEN RIDGE ESTATES AS RECORDED IN BOOK 1553, PAGE 129 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG THE EAST LINE OF SAID LOETHEN RIDGE ESTATES S00°54'09"W, 331.54 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID LOETHEN RIDGE ESTATES; THENCE N86°03'04"W, 75.92 FEET ALONG THE NORTH LINE OF THE MEADOWS SUBDIVISION PART 2 AS RECORDED IN BOOK 1387, PAGE 78 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH LINE S86°46'30"W, 234.26 FEET; THENCE ALONG SAID NORTH LINE S77°42'45"W, 246.67 FEET; THENCE ALONG SAID NORTH LINE N15°39'23"W, 32.45 FEET; THENCE ALONG SAID NORTH LINE N88°48'26"W, 80.24 FEET; THENCE ALONG SAID NORTH LINE S61°03'30"W, 68.43 FEET; THENCE ALONG SAID NORTH LINE N28° 56'30"W, 23.66 FEET; THENCE ALONG SAID NORTH LINE S61° 03'30"W, 271.17 FEET TO THE EAST LINE OF SAID MEADOWS SUBDIVISION PART 4B; THENCE ALONG SAID EAST LINE N18°57'41"W, 118.97 FEET; THENCE ALONG SAID EAST LINE N86°46'30"E, 13.79 FEET; THENCE ALONG SAID EAST LINE N03°13'30"W, 198.71 FEET; THENCE ALONG SAID EAST LINE S86°46'30"W, 19.26 FEET; THENCE ALONG SAID EAST LINE N03°13'30"W, 135.10 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 7.92 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

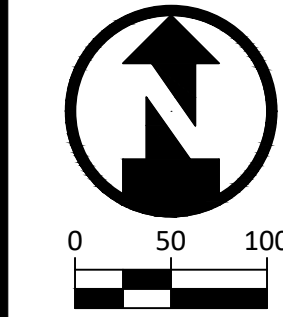
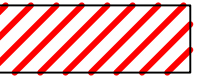
ZONING:

CURRENT ZONING:

R-1 SINGLE-FAMILY RESIDENTIAL

PROPOSED ZONING:

R-2 TWO-FAMILY RESIDENTIAL



DRAWING LOG	
REV	DESCRIPTION OF CHANGES
1	REZONING EXHIBIT

PROJECT NAME:	THE MEADOWS SUBDIVISION PART 5
CLIENT NAME:	WEST BRANCH, CEDAR COUNTY, IA
CLIENT NAME:	KLM INVESTMENTS, LLC

SHEET NO.:	210224
DESIGN PROFESSIONAL:	BOELK

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 791

AN ORDINANCE RE-ZONING AN APPROXIMATE 7.92-ACRE PARCEL FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DISTRICT.

WHEREAS, the Developer has petitioned the City of West Branch for a zoning district amendment for properties located in the Meadows Subdivisions, said parcel being legally described as:

THE MEADOWS SUBDIVISION PART 5 BEING PART OF AUDITOR'S PARCEL G, AS RECORDED IN PLAT BOOK I, PAGE 103 OF THE CEDAR COUNTY RECORDER'S OFFICE, IN THE NORTHWEST FRACTIONAL QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) AND THE NORTHEAST FRACTIONAL QUARTER (NE ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 4 WEST, IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8 OF THE MEADOWS SUBDIVISION PART 4B AS RECORDED IN BOOK 1554 PAGE 326 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG THE NORTH LINE OF SAID PARCEL G N86°46'49"E, 1017.99 FEET TO THE NORTHWEST CORNER OF LOT 25 OF LOETHEN RIDGE ESTATES AS RECORDED IN BOOK 1553, PAGE 129 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG THE EAST LINE OF SAID LOETHEN RIDGE ESTATES S00°54'09"W, 331.54 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID LOETHEN RIDGE ESTATES; THENCE N86°03'04"W, 75.92 FEET ALONG THE NORTH LINE OF THE MEADOWS SUBDIVISION PART 2 AS RECORDED IN BOOK 1387, PAGE 78 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH LINE S86°46'30"W, 234.26 FEET; THENCE ALONG SAID NORTH LINE S77°42'45"W, 246.67 FEET; THENCE ALONG SAID NORTH LINE N15°39'23"W, 32.45 FEET; THENCE ALONG SAID NORTH LINE N88°48'26"W, 80.24 FEET; THENCE ALONG SAID NORTH LINE S61°03'30"W, 68.43 FEET; THENCE ALONG SAID NORTH LINE N28°56'30"W, 23.66 FEET; THENCE ALONG SAID NORTH LINE S61°03'30"W, 271.17 FEET TO THE EAST LINE OF SAID MEADOWS SUBDIVISION PART 4B; THENCE ALONG SAID EAST LINE N18°57'41"W, 118.97 FEET; THENCE ALONG SAID EAST LINE N86°46'30"E, 13.79 FEET; THENCE ALONG SAID EAST LINE N03°13'30"W, 198.71 FEET; THENCE ALONG SAID EAST LINE S86°46'30"W, 19.26 FEET; THENCE ALONG SAID EAST LINE N03°13'30"W, 135.10 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 7.92 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

WHEREAS, the Developer has requested that the Parcel be rezoned to be located in an R-2 Residential District, in place of an R-1 Residential 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 R-2 Residential District in place of R-1 Residential 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 _____, 2022.

Read First Time: February 7, 2022

Read Second Time:

Read Third Time:

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, City Clerk

RESOLUTION 2022-07

RESOLUTION SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT; ORDERING BIDS AND DIRECTING NOTICE OF THE SAME; ALL FOR THE WEST BRANCH WASTEWATER TREATMENT FACILITY PROJECT.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable make certain improvements to its Wastewater Treatment Facility (the “Project”); and

WHEREAS, accordingly, the City Council, did heretofore direct the preparation of detailed plans, specifications, estimate of cost and form of contract for said proposed Project; and

WHEREAS, the aforementioned plans, specifications, estimate of cost and form of contract for the proposed project were thereafter filed with the City Clerk for Council review and public inspection; and

WHEREAS, it is now necessary to set a date for a public hearing on said plans, specifications, estimate of cost and form of contract as required by law; and

WHEREAS it is also necessary to set a date for the receiving on bids on the aforementioned project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that a public hearing on the plans, specifications, estimate of cost and form of contract shall be set for 7:00 p.m. on Monday, March 7, 2022, in the Council Chambers at 110 N. Poplar Street. Further, the City Clerk is further directed to publish notice of said bid letting as required by law.

BE IT FURTHER RESOLVED that sealed bids for the Project will be accepted by the City until 2:00 p.m. on the 3rd day of March, 2022, at 110 N. Poplar Street, West Branch, Iowa. Bid security for the aforementioned bids is set at 5% of the bid.

* * * * *

Passed and approved this 7th day of February, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS FOR THE CITY OF WEST BRANCH, IOWA.

At 7:00 P.M. on the 7th day of March, 2022, the City Council of said City will, in said Council Chambers, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of the following improvements:

WASTEWATER TREATMENT FACILITY IMPROVEMENTS

Construct improvements including all labor, materials and equipment necessary for excavation, backfill and sitework; granular surfacing; fencing; sludge removal and disposal; lagoon construction; submerged attached growth reactor cells; reinforced concrete structures; masonry and wood-frame buildings including plumbing, heating, ventilation, doors and associated work; painting; gates; aeration equipment; ultraviolet disinfection equipment; miscellaneous equipment; piping and appurtenances; piping specialties; standby generator; electrical work including conduit, cables, wiring, motor controls, starters, blowers, switches, fixtures, and controls; seeding and erosion control and miscellaneous associated work, including cleanup.

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications, estimate of cost and form of contract made by any interested party.

This notice is given by order of the Council of the City of West Branch, Iowa.

CITY OF WEST BRANCH, IOWA

Roger Laughlin, Mayor

ATTEST:

Adam Kofoed, City Administrator

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF WASTEWATER TREATMENT FACILITY IMPROVEMENTS FOR THE CITY OF WEST BRANCH, IOWA

Sealed proposals will be received by the City Clerk of the City of West Branch, Iowa, at City Hall, 110 N. Poplar Street, West Branch, Iowa 52358, until 2:00 p.m. on the 3rd day of March, 2022, for the construction of the Wastewater Treatment Facility Improvements as described in the plans and specifications therefore, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the March 7th City Council Meeting or at such later time and place as then may be fixed.

Work on the improvements shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council and be completed as stated below.

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

WASTEWATER TREATMENT FACILITY IMPROVEMENTS

Construct improvements including all labor, materials and equipment necessary for excavation, backfill and sitework; granular surfacing; fencing; sludge removal and disposal; lagoon construction; submerged attached growth reactor cells; reinforced concrete structures; masonry and wood-frame buildings including plumbing, heating, ventilation, doors and associated work; painting; gates; aeration equipment; ultraviolet disinfection equipment; miscellaneous equipment; piping and appurtenances; piping specialties; standby generator; electrical work including conduit, cables, wiring, motor controls, starters, blowers, switches, fixtures, and controls; seeding and erosion control and miscellaneous associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of West Branch, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from RAPIDS REPRODUCTIONS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Cindy Plowman at 319-354-5950 or email cindyp@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Rapids Reproductions, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Cindy Plowman. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa chartered bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to 5% of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of the bid.

The bid security should be made payable to THE CITY OF WEST BRANCH, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form included in the specifications.

In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive and rejected.

Bidders will be required to comply with the President's Executive Order No. 11246. The requirements for bidders and contractors under this order are explained in the Federal grant documents.

Bidders will be required to take affirmative steps to involve Disadvantaged Business Enterprise (DBE) in the work under the contract if the City awards the contract. Bidders shall complete the applicable certification attached to the proposal. The certification shall include a listing of DBEs, the work and estimated dollar amount to be performed by each such enterprise, and the percentage of the total bid to be used for disadvantaged business enterprise(s). The bidder commits itself to the goals for DBE participation contained herein and all other requirements, terms and conditions of these bid conditions when it submits a properly signed bid.

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Nonprocurement Programs" will be prohibited

from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a nonresponsive bidder in accordance with 40 CFR Part 31.

A Contractor's Suspension/Debarment Certification will be contained in the specifications; however, this certification should not preclude any interested party from ascertaining whether the certifying person is actually on the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs".

Bidders will be required to follow prevailing wage rate requirements if the City awards the contract. The prevailing wage rates table will be contained in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

The City reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contract as it shall deem for the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the date of hearing.

On the basis of the bids received, the City Council may propose award for the contract. Final award will not be made until the proposed award is approved by the Department of Natural Resources of the State of Iowa. It is anticipated that such approval will be made within thirty (30) days after application for approval of the proposed award. No claims for compensable delay shall arise as the result of delay in the approval of award.

The successful bidder will be required to furnish bonds in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by responsible surety approved by

the City Council and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa and shall guarantee (1) the faithful performance of the contract and the terms and conditions therein contained, (2) the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work, and (3) the maintenance of improvements in good repair for not less than two (2) years from the time of acceptance of the improvements by the City.

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of West Branch, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed and all work on the piping, sludge removal, lagoons, SAGR, buildings, aeration system, ultraviolet disinfection and electrical shall be complete and operational by July 1, 2023; all other work shall be completed by November 1, 2023 subject to any extensions of time which may be granted by the City Council.

Interim liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted on the work on the piping, sludge removal, lagoons, SAGR, buildings and electrical, after July 1, 2023, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day shall be assessed for each calendar day that work on the contract remains uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. Separate liquidated damage assessments may be made for each of the two completion dates.

Payment to the Contractor for said improvements will be from any one of the following sources at the sole discretion of the City Council: (1) cash to be derived from the proceeds of the issuance and sale of Sewer Revenue Bonds, which will be payable solely and only out of the future net revenues of the Municipal Sewer Utility, and/or from such other cash funds on hand of said Utility as may be lawfully used for said purpose; (2) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; (3) cash from such general funds of said City as may be legally used for such purpose; (4) cash from proceeds of a State Revolving Loan Fund; or (5) cash from public facilities set-aside fund.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If

payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

The Owner shall retain five (5) percent of the amount of each payment as provided in the Code of Iowa until final completion and acceptance of all work covered by the contract documents.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Proof of purchase amount and verification of insurance for stored materials must be provided with any request for payment of stored materials.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted by him under the conditions of the contract documents. Final payment will be made in accordance with the provisions of the Code of Iowa.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any

obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Coralville, Iowa, which plans and specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Posted upon order of the Council of the City of West Branch, Iowa.

CITY OF WEST BRANCH, IOWA

Roger Laughlin, Mayor

ATTEST:

Adam Kofoed, City Administrator

SCHEDULE

FOR

WASTEWATER TREATMENT FACILITY IMPROVEMENTS

WEST BRANCH, IOWA

February 7, 2022:	Council Sets Public Hearing Date and Bid Date
February 7, 2022:	V&K Post Notice to Bidders
February 7, 2022:	Plans and Specifications Available
February 21, 2022:	City Publishes Notice of Public Hearing
February 22, 2022:	Pre-Bid Meeting at City Hall
March 3, 2022:	Receive Bids for Project
March 7, 2022:	Public Hearing & Award Contract
March 25, 2022:	Notice to Proceed
May 2022:	First Draw on SRF Loan
July 1, 2023:	Interim Completion Date
August 1, 2023:	Compliance Date for New Effluent Limits
November 1, 2023:	Final Completion Date
December 1, 2023:	First Payment Due on SRF Loan



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 7, 2022

AGENDA ITEM: Resolution 2022-08 – Approving various contracts for Hoover’s Hometown Days 2022 in the amount of \$15,050.00

PREPARED BY: Melissa Russell, Parks and Recreation Director

DATE: January 10, 2022

BACKGROUND:

The Hoover’s Hometown Days Committee would like to bring back three popular activities for Hoover’s Hometown Days 2022: Inflatable, About Faces, and Absolute Science.

About Faces will provide three entertainers from 12pm-4pm: a magician, a balloon sculptor, and a caricature artist for **\$2200**. This is a \$400 fee increase from 2021. The performers will be located both downtown and village green area.

Absolute Science will provide giant bubble stations for 4 hours. Their fee will be **\$850**. This is a \$50 fee increase from 2021. The bubble tables will be tentatively located in the Village Green children’s area.

The inflatables will operate on Saturday only from 11am-5pm on Saturday. There will be 10 different activities for a fee of **\$12,000**. They will provide staffing for the activities. **The discussion of selling wristbands has been discussed. If this is to become a paid event, the fee to the National Park Service would be a minimal estimate of \$618.**

Below you will find the expenses for Village Green Activities. * denotes an estimate of expenses based of previous years.

Village Green Activities		\$16,050.00	Schedule
Inflatables	Village Green/2nd Street	\$12,000.00	11-5 on Saturday
About Faces	Village Green/Downtown	\$2,200.00	12-4 on Saturday?
Lions Tractor Pull	2nd Street	\$0.00	Friday night
Jenga, Connect Four/Chess	Village Green/Downtown	\$0.00	Friday night
Absolute Science	Village Green	\$850.00	11-3 on Saturday?
*Electrical/Generators	Village Green	\$500.00	
*Miscellaneous	Village Green	\$500.00	

The total for the contracts presented today are \$15,050 from the FY23 budget towards Hoover’s Hometown Days 2022 activities.

About Faces Entertainment

we draw a crowd!

5092 Dorsey Hall Dr, Suite 202 Ellicott City, MD 21042 [800-923-8669](tel:800-923-8669) phone 410-740-5417 fax
www.aboutfacesentertainment.com

Melissa Russell
City of West Branch

Contract # 45092
Agent: MH

This contract made 12/15/2021 by and between About Faces Entertainment and Melissa Russell representing City of West Branch hereinafter referred to as the Client, is subject to the terms and conditions stated herein.

CONTRACT #: 45092
DATE OF EVENT: Saturday, August, 06, 2022
EVENT: Community Event
EVENT LOCATION DETAILS: Town Hall
Outside
113 North First Street, West Branch, IA, 52358
ONSITE CONTACT NAME/NUMBER: Melissa Russell (319.930.0393)
TYPE OF ENTERTAINMENT: 1 Balloon Sculptor(s) (12:00 PM - 04:00 PM)
1 Caricature Artist(s) (12:00 PM - 04:00 PM)
1 Magician(s) (Strolling) (12:00 PM - 04:00 PM)
EVENT SPECIAL NOTES: Performers require a safely set up canopy to protect them from the elements.

Full compensation for the engagement shall be \$2200.00, to be paid within ten days following the engagement. Signing and returning this contract reserves About Faces' services for the date of the event shown above. In the event of cancellation by client less than 30 days prior to the day of the engagement, About Faces shall be entitled to payment in full.

All dollars referred to in the terms above are US currency. Entertainers will report to the contact at the above location and will provide all equipment required for the execution of their work EXCEPT: two chairs and a table per face painter or henna artist; two chairs and the use of an electrical outlet per caricature artist. If paid parking is necessary for the event, clients are liable for providing parking accommodations for each entertainer, or for compensating for the cost of parking. If hiring a juggler; please allow a MINIMUM of 12' Clearance. About Faces does not accommodate rain dates.

Please read above information carefully and confirm the details. Please provide directions to your event if possible.

Additional Terms

Client will: make payment as above; provide utilities and adequate space reasonably separated from music/loudspeaker; provide adequate shade and shelter from the elements; provide reasonable protection to entertainer(s) and their property; be responsible for any damage to entertainer(s)'s property resulting from acts of client, guests, employees, agents, customers, or participants in the event. Payment is for services as entertainers. Any by-product of entertainer's services are available free of charge. Drawings may not be used for printed products of any kind, or electronic transmission, without the entertainer's permission and payment of an appropriate fee. Entertainer(s) will: perform at the engagement to the best of their abilities; conduct themselves in such a manner so as not to interfere with the success of the event or reflect discredit on themselves or client; submit to reasonable instructions and suggestions by the client consistent with the ability to perform in entertainer's customary style; not be responsible for any damage to place of the engagement caused during the performance by members of the audience or by persons not directly associated with the entertainers; not be responsible, except by forfeiture of compensation, for failure to perform or inadequacy of performance due to sickness, accidents, acts of God or other legitimate conditions beyond reasonable control. It is understood that the entertainer(s) executes this agreement as an independent contractor and not as an employee and that they shall have exclusive control over the means, method and details of fulfilling their obligation under this contract, consistent with the provisions set forth above, except for the performance time and length and type of act. As an independent contractor, the entertainer(s) assumes all responsibility for withholding tax for social security, state tax, public liability and workman's compensation insurance. This contract is void if not returned within 14 days from the contract date. Please note, there will be a \$35 returned check fee. Proof of insurance available upon request.

Please sign and return one copy of the contract with a deposit as soon as possible to ensure our availability for your event.

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that those present at the event may be exposed to or infected by COVID-19 and that such exposure or infection may result in serious illness and/or death. I also acknowledge that I am responsible for ensuring the event follows all state and local guidelines regarding social distancing and COVID 19 safety measures. About Faces Entertainment and their artists will not be held responsible for any violations of state and local guidelines regarding the service I have contracted them to provide



X Date: 12/15/2021
Accepted By: About Faces Entertainment

X Date:
Accepted By: Client

Please Print

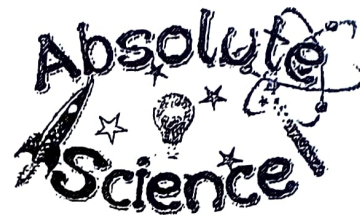
Mail Contract To:

Absolute Science

1653 George Washington Blvd. Davenport, Iowa 52804

563-823-1471 or 309-945 3414 (cell)

ReBrammer@mediacombb.net



Company/Organization Name City of West Branch

Event Address Village Green area; corner of Main & Parkside

Event date August 6, 2022

Performance time(s) 11 am - 3 pm

Contact name

Phone number

Cell phone

FEES Total amount due

\$850

4 Hours

Performance Selected (circle all that apply)

Science Program

Reaction Station Workshop

Bubble Show

Bubble Stations

Hands on Science Stations

If Reaction Station is circled - which workshop is needed? Circle One

Stomp Rockets

Half Pint Hovercrafts

Balloon Zoomers

Rock Candy Lab

Air Jets

Hot Air Balloons

Rockets Unlimited (No limit on participation)

How many participants do you expect to attend the Reaction Station? _____

Upon Signing and dating this agreement each party is committed to its fulfillment.

Absolute Science Signature

[Signature]

Date 12-20-21

Client Signature

Date _____

***Some experiments involve small fires**

We bring a fire proof safety floor mat, fire extinguisher, and talk to the children about having the proper safety equipment for the experiment we are working on.

If fire is not allowed we will substitute for another Experiment.

May we use fire? Yes or No



CONTACT PERSON:

Becky Knoche

P: 319-643-2633

C:

Event Address: E Main St

West Branch IA, 52358

INVOICE 2020433

Rental Date: 08/06/2022 11:00am

Event Rental Time: 08/06/2022 11:00am → 08/06/2022 05:00pm

Event Location:

Setup Surface: Grass

#	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
1	95 ft Radical Run Obstacle Course	\$1,149.00	1	\$1,149.00
2	The Vortex Interactive Challenge	\$699.00	1	\$699.00
3	Zorb Balls w/ 75' Rolling Hills Track 11:00 am - 5:00 pm	\$1,749.00	1	\$1,749.00
4	Bungy Trampoline 4 Person 11:00 am - 5:00 pm	\$2,549.00	1	\$2,549.00
5	Toddler Animal Kingdom	\$434.00	1	\$434.00
6	Event Staff	\$390.00	9	\$3,510.00
7	Modular 5-in-1 Combo	\$349.00	1	\$349.00
8	S.A.F.E. Archery Hoverball	\$429.00	1	\$429.00
9	World of Sports	\$469.00	1	\$469.00
10	Toxic Meltdown 4 Player 11:00 am - 5:00 pm	\$1,599.00	1	\$1,599.00

SubTotal	→ \$12,936.00
General Discount: 1307	-\$1,307.00 → \$11,629.00
Travel Fee (127 mi)	\$371.00 → \$12,000.00
Tax: 0.00%	\$0.00 → \$12,000.00
Total	\$12,000.00
Min Payment Req'd	\$6,000.00
Check (39317) Payment	\$3,000.00

Due \$9,000.00

Thank you!

COMMENTS:



THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Midwest Bounce Pro for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Midwest Bounce Pro and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at or before time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$30.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Midwest Bounce Pro employees/contractors. Unit **MUST BE** properly anchored prior to use. Unit will be anchored initially by Midwest Bounce Pro employees/contractors and the anchors **MUST NOT** be removed during period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds, gusty winds, thunderstorms or lightning. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules: **Before entering the unit**, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Midwest Bounce Pro. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself. **Only** children of the same age group are to play on the unit at the same time.

____LESEE INITIAL

Additional Terms of Lease: Midwest Bounce Pro is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO** silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time!!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$100.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

Hold Harmless Provisions: Lessee agrees to indemnify and hold Midwest Bounce Pro harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Midwest Bounce Pro from injuries or damages incurred as a result of the use of the leased equipment. Midwest Bounce Pro cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Midwest Bounce Pro from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Disclaimer of Warranties: Midwest Bounce Pro makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Midwest Bounce Pro if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**.

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Midwest Bounce Pro for all costs incurred by Midwest Bounce Pro incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Midwest Bounce Pro determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Midwest Bounce Pro may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Midwest Bounce Pro and Lessee will abide by the IAstate laws and forgo filing a lawsuit to solve the dispute.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY Midwest Bounce Pro PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).

SIGNATURE	PRINT NAME	DATE
_____	_____	_____

RESOLUTION 2022-08

**A RESOLUTION APPROVING VARIOUS CONTRACTS FOR HOOVER'S
HOMETOWN DAYS 2022 IN THE AMOUNT OF \$15050.00.**

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

WHEREAS, the fiscal year 2022-2023 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

WHEREAS, two organizations have submitted proposed service agreements for children's activities in the amount of \$2200.00 for About Faces Entertainment and \$850.00 for Absolute Science and Midwest Bounce Pro for \$12,000; and

WHEREAS, it is now necessary to approve said agreements.

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

* * * * *

Passed and approved this 7th day of February, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

RESOLUTION 2022-09

RESOLUTION APPROVING A FIREWORKS AGREEMENT WITH J&M DISPLAYS FOR
HOOVER HOMETOWN DAYS 2022.

WHEREAS, the City's premier event of the year is Hoover's Hometown Days. A day that the community recognizes the talents and contributions of Our Nation's 31st President of the United States, Herbert Hoover; and

WHEREAS, the fiscal year 2022–2023 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

WHEREAS, J&M Displays, a firm that has provided this service to the City in the past and has submitted two display proposals for consideration for this year's event: and

WHEREAS, Exhibit A, for \$25,000 will provide a show length of twelve to fifteen minutes in duration and Exhibit B, for \$30,000 will provide a show of fifteen to seventeen minutes: and

WHEREAS, J&M Displays, also understands and is responsible for submitting all documentation required to obtain a fireworks permit from the City of West Branch; and

WHEREAS, the City Council approves Exhibit _____ for Hoover's Hometown Days 2022.

WHEREAS, it is now necessary to approve said proposal and request a Fireworks Display Agreement from J&M Displays.

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

* * * * *

Passed and approved this 7th day of February, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



J&M Displays Proposal for: City of West Branch Hoover's Hometown Days

Main Event

Ignition Items

Quantity	Name	Rising Effect
50	Igniter 2 meter leads	
190	Igniter 3 meter leads	
100	Igniter 4 meter leads	
75	Igniter 5 meter leads	

Category Shell Count: 0

4 Inch Color Shells

Quantity	Name	Rising Effect
2	Lemon Dahlia	
2	Red and Blue Dahlia with silver glitter	
2	Blue to dark to red	
6	Crossette assorted	
4	Glittering willow with blue pistil	
4	Spiral ring pattern	
2	White strobe and red dahlia	
2	Assortment U of 10 different J&M Brand shells ELECTRIC FIRE	
2	Assortment Z of 10 different J&M Brand shells ELECTRIC FIRE	
2	Assortment V of 20 different Patriotic J&M Brand shells ELECTRIC FIRE	
2	Assortment Y Of 20 different J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 142

4 Inch Special Effect shells

Quantity	Name	Rising Effect
2	1/2 blue to green & 1/2 green to blue peony w/strobing pistil	
6	Blooming Flowers	
2	Blue ghost peony	
12	Gold Strobe	
2	Golden strobe crown	
2	Happy Face pattern	
4	Kamuro Chry	
2	Farfallas and silver to red glitter peony ELECTRIC FIRE ONLY (cylinder)	
2	Farfallas double ring w/ Green center ELECTRIC FIRE ONLY (cylinder)	
2	Lemon Glitter with Blue Chry	

Category Shell Count: 36

5 Inch Color Shells

Quantity	Name	Rising Effect
3	CHANSCHAN SHELL - Mixed color peony	
1	Dahlia, assorted colors	
2	Glitter crossette	
4	Glittering willow	
3	Green peony with crackling with flash willow pistil	
3	Twitter glitter to red to blue with red strobe pistil	
3	White flickering crossette	
2	Assortment T of 15 different J&M Brand Shells ELECTRIC FIRE	
2	Assortment W of 15 different J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 79



J&M Displays Proposal for: City of West Branch Hoover's Hometown Days

Main Event

5 Inch Special Effect Shells

Quantity	Name	Rising Effect
3	Glitter rays with magenta pistil	
3	Golden palm tree w/golden strobe pistil	
3	Golden wave to var. color swimming w/crackling pistil	
4	Green willow	
2	Half lemon half magenta w/crackling pistil	
2	Kamuro Chry	
2	Kamuro with Smile Face	
3	Lemon ghost peony	
3	Lemon strobe dahlia	
4	Nishiki Kamuro	
1	Purple Sun w/Glitter Palm Core & Glitter Tail	
2	Red Thousand Ring	
2	Smiley Face	
3	Lemon Saturn ring w/ magic peony	

Category Shell Count: 37

6 Inch Color Shells

Quantity	Name	Rising Effect
1	Purple peony with gold coco with green pistil	
2	Red and blue dahlia with silver glitter	
3	Blue willow	
1	Brocade Crown with silver strobe pistils	
1	Crossette chrysanthemum assorted	
1	Glitter chrysanthemum to magenta with kamuro to blue dahlia ring	
1	Glittering willow	
1	Green strobe willow	
1	Magenta peony with silver coco with Lemon pistil	
2	Red crossette	
1	White strobe red dahlia	
1	Assortment B of 9 different J&M brand shells ELECTRIC FIRE	
1	Assortment T of 9 different J&M brand shells ELECTRIC FIRE	
1	Assortment W of 9 different J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 42

6 Inch Special Effect Shells

Quantity	Name	Rising Effect
2	Blue to yellow to green ghost peony	
1	Double palm tree w/white strobe pistil	
1	Golden palm tree w/golden strobe pistil w/gold tail	
1	Multi-Color Flowers	
1	Nishiki kamuro to golden strobe w/orange strobe pistil	
1	Reddish gamboge to blue to red chrys	
1	Var. swimming chrys w/white strobing pistil (reddish gamboge to silver meteor w/white strobing pistil)	
2	Golden coconut to purple small flowers	
1	Three pistils blue and green	

Category Shell Count: 11

Section Shell Count: 347

Finales



J&M Displays Proposal for: City of West Branch Hoover's Hometown Days

Finales

4 Inch Finales

Quantity	Name	Rising Effect
----------	------	---------------

3	Color (rainbow) 8 shot finale chain	
6	Red white and blue dahlia 8 shot finale chain	

Category Shell Count: 72

Section Shell Count: 72

Free for Advertising

3 Inch Finales

Quantity	Name	Rising Effect
----------	------	---------------

6	Red white and blue dahlia 10 Shot finale chain	
2	Report and palm 10 Shot finale chain	

Category Shell Count: 80

4 Inch Special Effect shells

Quantity	Name	Rising Effect
----------	------	---------------

4	Multi color strobe	
4	Red strobe	
6	Red Crackling waterfall	

Category Shell Count: 14

5 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

7	White strobe and red dahlia	
2	Assortment X of 10 different J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 27

5 Inch Special Effect Shells

Quantity	Name	Rising Effect
----------	------	---------------

2	Blue to Red to Crackling Ghost Lamp	
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Category Shell Count: 2

6 Inch Special Effect Shells

Quantity	Name	Rising Effect
----------	------	---------------

3	Nishiki kamuro to white strobe with white strobe pistil	
---	---	--

Category Shell Count: 3

Section Shell Count: 126



J&M Displays Proposal for: **City of West Branch Hoover's Hometown Days**

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **\$25,000.00**

Total Shot Count: 545

Packing Check: 615

Date of Display: 08/06/22

Customer Number: 10946

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

Actual items may vary based on the selection of music.



J&M Displays Proposal for: City of West Branch Hoover's Hometown Days

Main Event

Ignition Items

Quantity	Name	Rising Effect
110	Igniter 2 meter leads	
370	Igniter 3 meter leads	
35	Igniter 5 meter leads	

Category Shell Count: 0

4 Inch Color Shells

Quantity	Name	Rising Effect
4	CHANSHAN SHELL - Mixed color peony	
2	Lemon Dahlia	
2	Red and Blue Dahlia with silver glitter	
6	4" COLOR CROWN HORSE TAIL (GOLD CHARCOAL/ SILVER CROWN/ BROCADE CROWN/ FLOWER CROWN)*	
6	4" COLOR FALLING LEAVES (RED/WHITE/ BLUE) WITH CRACKLE TAIL	
2	Blue to dark to red	
6	Brocade Crown with silver strobe pistils	
6	Crossette assorted	
4	Glittering willow with blue pistil	
6	Lemon and pink ring with crackling pistils	
4	Spiral ring pattern	
2	White strobe and red dahlia	
2	Assortment M of 10 different J&M Brand shells ELECTRIC FIRE	
2	Assortment U of 10 different J&M Brand shells ELECTRIC FIRE	
2	Assortment Z of 10 different J&M Brand shells ELECTRIC FIRE	
2	Assortment V of 20 different Patriotic J&M Brand shells ELECTRIC FIRE	
2	Assortment Y Of 20 different J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 190

4 Inch Special Effect shells

Quantity	Name	Rising Effect
4	Golden strobe crown	
2	Happy Face pattern	
2	Kamuro Chry	
4	Six Angle brocade crown	
2	Farfallas and gold to blue glitter peony ELECTRIC FIRE ONLY (cylinder)	
2	Farfallas and silver to red glitter peony ELECTRIC FIRE ONLY (cylinder)	
2	Farfallas double ring w/ Green center ELECTRIC FIRE ONLY (cylinder)	
2	Lemon Glitter with Blue Chry	

Category Shell Count: 20

4 Inch Finales

Quantity	Name	Rising Effect
8	Color dahlia 8 shot finale chain	
6	Red white and blue dahlia 8 shot finale chain	

Category Shell Count: 112



J&M Displays Proposal for: City of West Branch Hoover's Hometown Days

Main Event

5 Inch Color Shells

Quantity	Name	Rising Effect
3	CHANSAN SHELL - Mixed color peony	
1	Dahlia, assorted colors	
1	Red and Blue Dahlia with silver glitter	
2	Blue star pattern	
6	Brocade Crown with silver strobe pistils	
1	Chartreuse pistil with sun ring	
5	Crossette assorted	
2	Fancy willow to crackle	
2	Glitter crossette	
4	Glittering willow	
3	Green peony with crackling with flash willow pistil	
1	Lemon dahlia with white strobe to report	
2	Red star pattern	
3	Silver to dark to silver crackling	
1	Three color change peony with glittering willow pistil	
4	Twitter glitter to red to blue with red strobe pistil	
2	Two crisscross (lemon/purple) with time rain pistil	
3	White flickering crossette	
2	White star pattern	
1	Assortment L of 15 different J&M Brand shells ELECTRIC FIRE	
2	Assortment T of 15 different J&M Brand Shells ELECTRIC FIRE	
2	Assortment W of 15 different J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 123

5 Inch Special Effect Shells

Quantity	Name	Rising Effect
2	Blooming Flowers	
2	Ghost shell red to green	
3	Glitter rays with magenta pistil	
2	Kamuro with Smile Face	
3	Lemon ghost peony	
3	Lemon strobe dahlia	
4	Nishiki Kamuro	
1	Purple Sun w/Glitter Palm Core & Glitter Tail	
2	Red Thousand Ring	
2	Smiley Face	
3	Lemon Saturn ring w/ magic peony	

Category Shell Count: 27



J&M Displays Proposal for: City of West Branch Hoover's Hometown Days

Main Event

6 Inch Color Shells

Quantity	Name	Rising Effect
1	Purple peony with gold coco with green pistil	
2	Red and blue dahlia with silver glitter	
2	Blue peony w/silver palm tree & red pistil	
1	Brocade Crown with silver strobe pistils	
1	Color crossette ring with crackling pistil	
1	Color to dark to color assorted	
1	Crossette chrysanthemum assorted	
1	Glitter chrysanthemum to magenta with kamuro to blue dahlia ring	
2	Glittering silver to blue chrysanthemum	
2	Glittering silver to red chrysanthemum	
2	Glittering silver to white chrysanthemum	
2	Glittering willow	
1	Green strobe willow	
1	Magenta peony with silver coco with Lemon pistil	
4	Red crossette	
1	Red white and blue crossette rings	
2	Silver crackling crossette	
2	Silver crossette to silver scattering	
2	White strobe red dahlia	
2	Yellow willow w/white flash pistil	
1	Assortment B of 9 different J&M brand shells ELECTRIC FIRE	
1	Assortment T of 9 different J&M brand shells ELECTRIC FIRE	
1	Assortment W of 9 different J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 60

Section Shell Count: 532

Free for Advertising

3 Inch Finales

Quantity	Name	Rising Effect
2	Red white and blue dahlia 10 Shot finale chain	
6	Report and palm 10 Shot finale chain	

Category Shell Count: 80

4 Inch Special Effect shells

Quantity	Name	Rising Effect
4	Multi color strobe	
4	Red strobe	
6	Red Crackling waterfall	

Category Shell Count: 14

5 Inch Color Shells

Quantity	Name	Rising Effect
7	White strobe and red dahlia	
2	Assortment X of 10 different J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 27



J&M Displays Proposal for: **City of West Branch Hoover's Hometown Days**

Free for Advertising

5 Inch Special Effect Shells

Quantity	Name	Rising Effect
1	Kamuro Chry	
2	Blue to Red to Crackling Ghost Lamp	
Category Shell Count: 3		

6 Inch Color Shells

Quantity	Name	Rising Effect
2	Blue to silver willow	
2	Chrysanthemum to blue to silver with red pistil	
Category Shell Count: 4		
Section Shell Count: 128		



J&M Displays Proposal for: **City of West Branch Hoover's Hometown Days**

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **\$30,000.00**

Total Shot Count: 660

Packing Check: 763

Date of Display: 08/06/22

Customer Number: 10946

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

Actual items may vary based on the selection of music.

RESOLUTION 2022-10

RESOLUTION AMENDING A POLICY REGARDING USE OF CITY CREDIT CARDS

WHEREAS, the City of West Branch has authorized the use of credit cards; and

WHEREAS, the use of such credit cards should be limited.

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

SECTION 1: To allow City personnel access to efficient and alternative means of payment for approved purchases of goods or services for official business of the City of West Branch.

The City Administrator shall be issued a credit card of up to \$5,000 for their use in the course of City business. Additional credit cards shall be issued to the Finance Director \$2,000 limit, Park & Rec Department, Library, and the Police Department with a \$1,000 limit.

SECTION 2: That City authorized credit cards may be used while an employee is on official City business, including but not limited to the following uses:

- Travel / Lodging
- Meal expense when on City business (no liquor expenses or gratuity expenses beyond 15% of the bill submitted can be included).
- On-line purchases requiring a credit card and no other payment or billing option is available. On-line purchases require prior approval for non-budgeted items.
- Purchases requiring immediate payment if the City is unable to issue a check for the purchase. Prior approval is required.
- Emergency City vehicle maintenance
- Gasoline for City vehicles

SECTION 3: The employee using the credit card must submit detailed receipts, documentation listing the goods or services purchased, cost, date of the purchase and the official business explanation. All receipts from credit card use must be turned into the City Office within 14 days of the charge. If receipts are not turned in within 14 days after the expense was incurred, the employee will be responsible for such expense. The credit card may not be used for cash advances or personal use.

SECTION 4: Internal Control Procedures.

- a) The City Administrator or Designee is the administrator of this policy and responsible for overseeing compliance. The City Administrator or Designee is hereby authorized to enter into an agreement with a financial institution to provide for the issuance of a credit card account.

- b) The Finance Officer or Designee shall be responsible for the accounting and payment of expenses and ensuring accuracy of the statement and that activity and account information is noted on the credit card statement. The Finance Officer or Designee shall be responsible for compliance with the State of Iowa records retention requirements for safekeeping of statements and receipts for five years.

SECTION 5: Misuse of City Credit Cards, failure to secure or report stolen or missing Credit Cards immediately upon discovering, could result in disciplinary action toward the employee and possible employment termination. Employees may be held responsible for any unauthorized purchases on the card while in their possession. The City may revoke the credit card privileges of any employee at any time. Employees must immediately surrender the credit card upon termination of employment.

Passed and approved this 7th day of February, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

RESOLUTION 2022-11

A RESOLUTION ESTABLISHING A RESERVE REQUIREMENTS POLICY

WHEREAS, the City of West Branch is wishing to establish a Reserve Requirements Policy for the financial health of the city; and

WHEREAS, the city should strive to reach and maintain financial reserves listed below unless council constitutes a financial emergency; and

WHEREAS, if it is deemed a financial emergency council shall pass a one-year resolution.

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

SECTION 1: The City has authorized reserve requirements in the following funds starting in Fiscal Year 2024:

- General Fund: 25% or 3 months of operating expenses.
- Hotel Motel: 100% or one-year's receipts.
- Tort and Liability: 25% or 3 months of operating expenses.
- Employee Benefits: 25% or 3 months of operating expenses.
- Local Option Sales Tax: 100% or one-year's receipts, unless the referendum changes the intent of local option sales tax.
- Road Use Tax: 50% of Expected Operating Expenses.
- Storm Sewer: 50% of Expected Operating Expenses.
- Capital Reserve: 100% or one-year's receipts.

SECTION 2: As required by state sponsored State Revolving Fund programs the city must maintain and cannot go below the following accounts:

- Water Funds: 50% of Operating Expenses & 100% Annual Debt Payments
- Sewer Funds: 50% of Operating Expenses & 100% Annual Debt Payments

SECTION 3: Internal Control Procedures. Each year the City Administrator and/or Finance Director must report on the projected reserve requirements each fiscal year during budget season.

Passed and approved this 7th day of February, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

RESOLUTION 2022-12

RESOLUTION SETTING A DATE FOR CONSULTATION AND A DATE FOR A PUBLIC HEARING ON THE PROPOSED AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WEST BRANCH URBAN RENEWAL PLAN.

WHEREAS, the City Council of the City of West Branch has heretofore deemed it necessary and desirable to prepare Amendment No. 4 to the Amended and Restated West Branch Urban Renewal Plan, said Amended and Restated West Branch Urban Renewal Plan being approved in May, 2016, by the West Branch City Council; and

WHEREAS, the City Attorney has prepared said Amendment No. 4 to the Amended and Restated West Branch Urban Renewal Plan; and

WHEREAS, Chapter 403 of the Code of Iowa requires prior to passage of an Urban Renewal Plan Amendment, the holding of a consultation among the affected taxing entities and the publication and holding of a public hearing.

NOW, THEREFORE, the City Council of the City of West Branch, Cedar County, Iowa, hereby set a consultation date for Wednesday, February 23, 2022 at 11:00 a.m. in the Council Chambers at City Hall. Further, the City Clerk is directed that said Notice of Consultation be sent to the affected taxing entities, along with a proposed copy of the Amended and Restated West Branch Urban Renewal Plan.

BE IT FURTHER RESOLVED, that the City Council shall hold a public hearing at 7:00 p.m. on Monday, March 7, 2022 on the proposed Amendment No. 4 to the Amended and Restated West Branch Urban Renewal Plan. Further, the City Clerk is directed to publish notice of said public hearing as required by law.

Passed and approved this 7th day of February, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 7, 2022

AGENDA ITEM:	Discussion – Herbert Hoover Hwy / Cedar-Johnson Road Round-a-bout Update. – (City Engineer Dave Schechinger)
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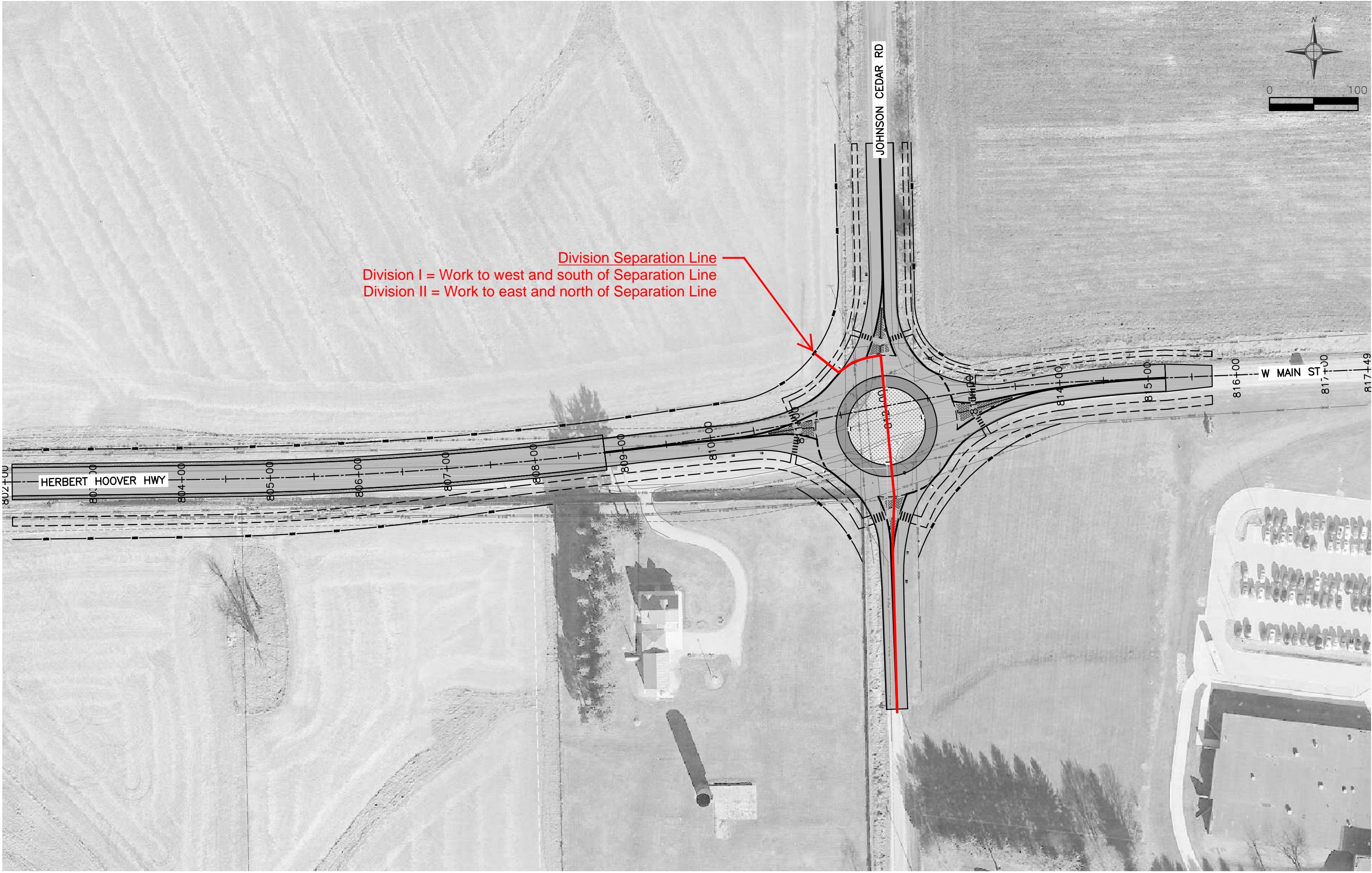
PREPARED BY:	City Clerk, Leslie Brick
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DATE:	February 1, 2022
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SUMMARY:

Dave Schechinger will provide an update on the latest developments on the project.

L:\R370\I:\ACAD\220027\MISC\220027_Intersection-Exhibit 8 - Roundabout #2.dwg 10-16-20 08:09:27 AM



September 28, 1977

Johnson County Attorney
328 South Clinton Street
P.O. Box 2450
Iowa City, Iowa 52240

Re: Johnson County-City of West Branch Road Maintenance
Agreement

Dear Sir:

We have received the above mentioned agreement,
which you submitted to this office for filing, pursuant
to the provisions of Chapter 28E, 1977 Code of Iowa.

You may consider the same filed as of September 28,
1977.

Very sincerely,

JHS:dd

J. HERMAN SCHWEIKER
Deputy Secretary of State

JOHNSON COUNTY-CITY OF WEST BRANCH
ROAD MAINTENANCE AGREEMENT

SECRETARY OF STATE
IOWA

77 SEP 28 AM 8:28

RECEIVED

This agreement is entered into pursuant to Chapter 28E of the Code of Iowa by Johnson County, Iowa, a municipal corporation, and the City of West Branch, Iowa, a municipal corporation;

Whereas, the county line road on the border of Johnson and Cedar Counties located on the west edge of Section 6, Township 79 North, Range 4 West and running northerly from Old Highway One for a distance of one-half mile is in need of continous maintenance and repair; and

Whereas, the west one-half of said road is located within Johnson County and the east one-half of said road is located within the corporate limits of the City of West Branch; and

Whereas, Johnson County and the City of West Branch mutually agree that maintenance and repair of said road is both beneficial and necessary to the use thereof and both Johnson County and the City of West Branch mutually desire to reach an equitable decision as to future construction, maintenance, and repair of said road;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, legally intending to be bound hereby, do covenant and agree for themselves and their respective successors as follows:

1. The City of West Branch shall at its cost, construct, maintain and repair the road situated upon the following described

real property, to wit:

The Johnson-Cedar County Line Road beginning at the south-west corner of Section 6, Township 79 North, Range 4 West, where Old Highway One intersects the Johnson-Cedar County Line Road, and then north on the county line to the West quarter corner of Section 6, Township 79 North, Range 4 West, a distance of one-half mile.

2. Johnson County is hereby relieved of any and all responsibility for construction, maintenance and repair of said road.

3. Such construction, maintenance and repair shall include but shall not be limited to the following:

- A. maintenance resurfacing road rock;
- B. dragging of roadway and snow removal;
- C. all repairs of bridges and/or culverts;
- D. bridge inspection, rating and posting;
- E. construction or reconstruction of roadway, bridge and/or culvert;
- F. repair of tile lines;
- G. placement of new tile lines;
- H. erection and maintenance of signs;
- I. driveway repair and culvert replacement;
- J. ditch cleaning;
- K. new driveway construction;
- L. dust control;
- M. paving or other forms of permanent improvement;
- N. any and all traffic control procedures and devices.

4. In consideration of the City of West Branch's above described agreement to construct, maintain and repair said road, Johnson County shall pay to the City of West Branch the sum of \$2,353.50, which amount shall be payable upon execution of this contract.

5. This agreement shall become effective upon execution by the parties and shall continue in perpetuity unless otherwise modified by mutual agreement of the parties.

6. This agreement shall be filed with the Secretary of State, State of Iowa, and recorded with the Johnson County Recorder and the Cedar County Recorder in compliance with Chapter 28E Code of Iowa.

Signed this 21st day of September, 1977.

JOHNSON COUNTY, IOWA

CITY OF WEST BRANCH, IOWA

By: Lorada E. Cilek
Lorada E. Cilek
Chairman, Board of Supervisors

By: Michael P. Pelton
Mayor

Attest: Linda Langenberg, Deputy
County Auditor

Attest: Mildred Becker
City Clerk

P. O. BOX 2450
328 SOUTH CLINTON
IOWA CITY, IOWA 52240

OFFICE OF THE
JOHNSON COUNTY ATTORNEY

JACK W. DOOLEY
County Attorney

J. Patrick White
First Assistant

TEL. 337-9688
AREA CODE 319

CRIMINAL DIVISION

Steven K. Ristvedt
L. Vern Robinson
William L. Yetter
Paul C. Peglow

CIVIL-JUVENILE DIVISION

J. Patrick White
Paola Desii
Daniel L. Bray

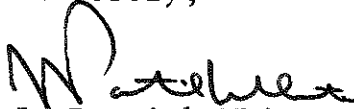
September 21, 1977

Secretary of State
State Capitol
Des Moines, Iowa 50319

Secretary Synhorst:

Enclosed for filing in accordance with Chapter
28E of the Iowa Code is the Johnson County-City of
West Branch Road Maintenance Agreement between
Johnson County, Iowa, and the City of West Branch,
Iowa.

Sincerely,



J. Patrick White
First Assistant County Attorney

JPW/11

Enclosure



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 7, 2022

AGENDA ITEM: Discussion – Impact 7G Grant Proposal

PREPARED BY: City Administrator, Adam Kofoed

DATE: February 1, 2022

SUMMARY:

Impact 7G is requesting the City of West Branch enter a professional services agreement so that they can apply and administer a \$500,000 Watershed Protection grant application.

The Meadows was chosen for improvements because it is specified in the Watershed Assessment, the City will eventually have ownership of the swale per the development agreement, this project provides greater water quality impact than some of the other projects, and the project does not require a stream assessment (would delay application as an assessment cannot occur until spring).

The 5% or \$25,000 match would be taken out of the SRF Wapsi Creek Widening Sponsored Grant.



Professional Services Agreement

Project:	City of West Branch – Iowa Finance Authority Watershed Protection Fund Application		
Property:	West Tributary of Hoover Creek	Date:	1/ /2022

Client:	The City of West Branch
Contact:	Adam Kofoed, City Administrator
Address:	110 N. Poplar Street
City/State/Zip:	West Branch, IA 52358
Phone:	319-643-5888
Email:	adam@westbranchiowa.org

AGREEMENT made this January , 2022, by and between the service provider, Impact7G, Inc. ("Impact7G") and the City of West Branch ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: complete the scope of work outlined as follows.

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

NOW THEREFORE, the parties agree as follows:

1. **Project**

Prepare an application to request funding from the Iowa Finance Authority Watershed Infrastructure Fund for Watershed Protection Projects in the amount of \$500,000.

2. **Scope of Services**

This proposal provides for the services necessary to complete the project outlined in this agreement.

Task 1 – Prepare and submit an application for funding in the amount of \$500,000 to the Iowa Finance Authority (IFA) Watershed Infrastructure Fund (WIF) to be considered for funding through the Watershed Protection Projects category.

The project that will be proposed for funding includes stream restoration of a tributary that discharges to Hoover Creek, and incorporating water quality practices immediately upstream of the tributary within an existing swale. The swale improvements and stream restoration will be connected, further enhancing connectivity between existing and future water quality improvement projects. Previous

and future water quality projects within this stream corridor include the completed improvements to Hoover Creek led by the National Park Service, and planned restoration of Wapsinonoc Creek funded by the SRF Sponsored Projects program. The project proposed for IFA funding is located west of Dawson Drive, beginning at the intersection of Dawson Drive and W. Main Street, following the stream corridor to the north-northwest and through the north end of the existing drainage swale for a total of approximately 1,900 linear feet. Enhancements to the existing swale include the addition of a forebay, incorporating drop structures, and soil restoration. Drop structures in the swale will slow down runoff, and control head cuts caused by grade change. In addition, the water would pond behind the structures, allowing time for infiltration, which would be enhanced with soil quality restoration and the establishment of native or low-grow fescue. The design will ensure a smooth transition from the enhanced swale to stream channel, where restoration work will include floodplain reconnection, bank reshaping, and additional stream buffer. All of the proposed practices within the swale and stream channel will work to improve water quality and slow runoff entering Hoover Creek and Wapsinonoc Creek. Additionally, these projects present an opportunity for community education on water quality issues and practices.

The application will include the following components:

1. Detailed project summary that indicates the proposed project meets minimum requirements.
2. Estimated project costs.
3. Project proposal that addresses how this project will accomplish the water quality goals outlined in the Watershed Assessment.
4. Indicate how the project will implement the recommendations of the Watershed Assessment and/or addresses a cause of an impaired water.
5. Identify collaborating partner organizations and request Letters of Support. Organizations may include the following:
 - a. Lower Cedar River Watershed Management Authority (LCWMA)
 - b. Cedar County Board of Supervisors
 - c. Developer of The Meadows development
 - d. Other project advocates
6. Provide a schedule of completion that meets funding requirements.
7. Summary of supporting documentation, including the Watershed Assessment (also included as an attachment).
8. Supporting maps.
9. Resolution for approval by the City of West Branch that indicates approval of the application and ability to provide the required match of 5%.
10. Note in the application that the financial match commitment will be met through Sponsored Project funds previously awarded to the City.

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

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

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

- (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work;
- (ii) Provide unrestricted access to the Properties for Impact7G to perform the services; and
- (iii) Provide copies of any previously completed reports that may be pertinent to this Project.
- (iv) Allocate a 5% match as required by the funding program.

5. **Schedule**

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

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

The Client shall pay Impact7G the Lump Sum fee listed in the table below, for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

TASK	TERMS	FEE
Task 1 – IFA Watershed Protection Project Funding Application	LS	\$10,000
	TOTAL	\$10,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of West Branch

Impact7G, Inc.

Accepted by: _____

Project Manager: _____

Printed/
Typed Name: _____

Printed/ Typed
Name: Judith E. Joyce, Principal

Title: _____

Date: 1/ /2022

Date: _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 7, 2022

AGENDA ITEM: Discussion – Tree Committee Update
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PREPARED BY: Public Works Director – Matt Goodale
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DATE: February 1, 2022

BACKGROUND:

At a previous meeting I brought forth a discussion on creating a tree committee. This committee would work alongside of Public Works to help complete grants, choose tree species, work with the public to better the community through tree plantings on public and private property.

At the last meeting there was discussion and concerns about the size of trees that the committee was looking at planting. I took this information to the committee and am bringing back their recommendations and requests.

The following is the list of trees that were agreed upon as the first round of plantings:

Scarlet Oak

Sugar Maple

Norway Spruce

Midwest Crabapple (Prairie fire/Royal Raindrop)

Hackberry

Swamp White Oak

Red Bud

The committee agreed that a larger tree may be more desirable but did not want to create a deterrent for home owners to use the program with too high of cost and would like to meet in the middle with 4 to 5-foot trees. They are requesting \$1,500 from the tree budget, this would not be new dollars used for trees