



CITY COUNCIL MEETING NOTICE
MONDAY, MARCH 21, 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.
 - a. Approve Minutes from the March 7, 2022 City Council regular meeting
 - b. Approve a contract with Frontline Warning Systems in the amount of \$600.00
 - c. Appoint Nate Bartz to the Animal Control Commission – term expiration 12/31/2022
 - d. Approve Claims
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
 - a. Public Hearing – on the Fiscal Year 2023 Annual Budget
 - b. **Resolution 2022-24** – Adopting the final proposed Fiscal Year 2023 Annual Budget. / Move to action.
 - c. **Resolution 2022-25**– Approving a Professional Services Agreement with Impact7G Inc. to assist with the design and construction of an SRF Sponsored Project - Wapsi Creek Widening. /Move to action.
 - d. **Resolution 2022-26** – Authorizing the City Administrator to enter into a contract with Lighthouse Hotel Development Group for the purpose of a Hotel Feasibility Study in the amount of \$7,700.00. / Move to action.
 - e. **Resolution 2022-27**- Approving 28E Agreements between the City of West Branch, IA and the Board of Trustees of Cass, Gower, Graham, Iowa, Scott and Springdale Townships for the purposes of fire protection and other emergencies. / Move to action.
 - f. **Resolution 2022-28**- Authorizing an internal loan and approving the purchase of a Pierce Velocity PUC Tanker Pumper. / Move to action.
 - g. **Resolution 2022-29** – Approving a 28E Agreement with Johnson County regarding the Herbert Hoover Highway and Cedar/Johnson Road Improvements. / Move to action.
9. City Administrator Report
10. City Attorney Report
11. City Engineer Report
12. City Staff Reports
13. Comments from Mayor and Council Members
14. 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 at westbranchiowa.org. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

**City Council
Regular Meeting**

**March 7, 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 present: Colton Miller, Jerry Sexton, Jodee Stoolman, Tom Dean and Nick Goodweiler. City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, Parks & Recreation Director Melissa Russell, City Attorney Kevin Olson and City Engineer Dave Schechinger. City Staff attending via Zoom: Finance Officer Heidi Van Auken, Public Works Director Matt Goodale, Chief John Hanna, Fire Chief Kevin Stoolman and Library Director Nick Shimmin.

APPROVE THE AGENDA

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

APPROVE CONSENT AGENDA

Approve Minutes from the February 22, 2022 City Council regular meeting.

Approve a Class E Liquor License renewal for Casey's General Store #3463, 615 S. Downey St., West Branch, Iowa

Approve Claims

EXPENDITURES	3/7/2022	
AMAZON.COM.CA,INC.	DOG LEASH	10.61
BAKER & TAYLOR INC.	BOOKS	703.31
ECONO SIGNS LLC	GREENVIEW SIGNS	629.02
EMV HOLDINGS LLC	EMV HOLDINGS TIF REBATE #1	9,136.94
FUTURE LINE TRUCK EQUIP	TRUCK REPAIR	452.24
GREAT AMERICAN BUSINESS	PET WASTE BAGS	804.99
HAWKINS INC	CHEMICALS	2,391.85
HOLLYWOOD GRAPHICS	BASKETBALL JERSEYS FOR REC	2,649.00
JAYME CILEK	CLEANING SERVICES	225.00
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,559.98
LYNCH'S EXCAVATING INC	SAND AND HAUL	4,303.00
MENARDS	SHOP SUPPLIES	287.86
MUNICIPAL SUPPLY INC.	WATER METERS & RADIO READ EQUI	3,888.00
NORTH LIBERTY LIBRARY	SPARK JOY PROGRAM FEE	87.50
OLSON, KEVIN D	LEGAL SERVICES MARCH 2022	1,500.00
PIP PRINTING	BUSINESS CARDS	154.02
PREMIER PARTS TIPTON	SUPPLIES	130.62
PROTECT YOUTH SPORTS	BACKGROUND CHECK	40.50
SPS WORKS	ANIMAL TAGS	120.93
STATE INDUSTRIAL PRODUCTS	CHEMICALS	236.00
THE HOME DEPOT PRO	BLDG SUPPLIES	9.42
TYLER TECHNOLOGIES	GL TRAINING	450.00
USA BLUE BOOK	NUMBER TAGS FOR CURB STOPS	95.66
WATCH GUARD VIDEO	WATCH GUARD VIDEO	39.50
ZIPPY'S SALT BARN LLC	FIRE BLEND SALT	4,079.48
TOTAL		33,985.43
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	3/4/2022	44,339.67
PAID BETWEEN MEETINGS		
IOWA DNR	OPERATOR CERTIFICATE FEE	60.00
LEAF CAPITAL	COPIER LEASE - LIBRARY	223.50
MEDIACOM	CABLE SERVICE	41.90
NASRO	NASRO MEMBERSHIP -STEEN	40.00
PLUNKETT'S PEST CONTROL	PEST CONTROL SERVICE-POLICE	35.00
VERIZON WIRELESS	VERIZON WIRELESS	392.52
HAWKEYE EXCHANGE LLC	WW TRMNT LAND PURCHASE	200,000.00

CEDAR COUNTY RECORDER
WAGEWORKS

RECORD DEED FEE FOR LAND
EMPLOYEE FLEX PLAN

17.00
694.98

TOTAL 201,504.90

GRAND TOTAL EXPENDITURES 279,830.00

FUND TOTALS
001 GENERAL FUND 25,864.35
022 CIVIC CENTER 161.07
031 LIBRARY 6,714.68
110 ROAD USE TAX 13,074.05
112 TRUST AND AGENCY 5,133.38
125 T I F 9,136.94
324 WASTEWATER TRMNT FAC 200,017.00
600 WATER FUND 14,637.36
610 SEWER FUND 4396.19

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM - NONE

PUBLIC HEARING / NON-CONSENT AGENDA

Discussion – Hoover’s Hometown Days

Based on current and upcoming budget constraints, the Council asked the Hoover’s Hometown Days committee to consider how to implement a more cost-effective event. Committee members, Becky Knoche (West Branch Library), Jessi Simon, (CDG Executive Director) and Tiffany Frederick (Academic Programs Manager and Event Coordinator, Hoover Foundation) presented their recommendations to the Council based on input from current committee, city staff, and other event partners of the annual event. The committee recommended keeping the event ‘free’ this year and but try to get a more accurate count on visitors using certain activities such as the inflatables which is the second biggest expense for the event. The committee said they would also go through a strategic planning exercise to clarify the mission, vision and goal for the annual event since there are three entities involved in the planning of the event each year. Miller said he would like to see a better tracking system for event attendance and where people are spending their time and money to see if the event should change with the times. He also added that as a Council, they should give direction to the committee and then let them plan the event without constantly questioning their decisions throughout year. There were no other Council comments.

Third Reading Ordinance 791 – Rezoning an approximate 7.92-acre parcel from R-1 Residential District to R-2 Residential District. / Move to action.

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 7th day of March, 2022.

Read First Time: February 7, 2022

Read Second Time: February 22, 2022

Read Third Time: March 7, 2022

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

A member from the audience asked the reasoning for the rezoning. Staff explained that this particular parcel is surrounded by R-2 zoning and the change from R-1 to R-2 would make the area along Prairie View Drive consistent with the other properties. There were no other comments.

Motion by Miller, second by Sexton to approve third reading of Ordinance 791. AYES: Miller, Sexton, Stoolman, Dean, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-18 – Adopting the final proposed Fiscal Year 2023 Annual Budget and Ordering a Notice of Hearing for March 21, 2022. / Move to action.

Kofoed highlighted a couple of the FY23 budget changes which would equate to approximately \$12.00 more per year on a property valued at \$200,000.00. The property tax increase affects the following levies; Civic Center Levy would be increased to help the Town Hall break even with current operational expenses. Capital Reserve Levy would increase to pay off a 2013 debt.

Motion by Sexton, second by Goodweiler to approve Resolution 2022-18. AYES: Sexton, Goodweiler, Stoolman, Dean, Miller. NAYS: None. Motion carried.

Public Hearing – On plans and specifications, proposed form of contract and estimate of costs for constructions of the Waste Water Treatment Facility Improvements for the City of West Branch.

Mayor Laughlin opened the public hearing at 7:28 p.m. Audience member McKenna Richardson asked questions on the type of contract and other related questions to the SRF loan requirements. City Engineer Dave Schechinger clarified how the state funds are to spent and other goals of the SRF program. There were no other comments. Laughlin closed the hearing at 7:40 p.m.

Resolution 2022-19 – Accepting bids and awarding the construction contract for the West Branch Wastewater Treatment Facility Project. /Move to action.

Schechinger said the city received bids for the project until 2:00 p.m. on March 3, 2022. A total of six bids were received, the lowest at \$8,837,000.00. and the highest at \$11,387,500.00. He said Boomerang Corp. was the apparent low bid for the project, and stating the Engineers estimate of the cost of the project was \$7,900,000.00, a 12% increase above the original estimate. Schechinger said he believes Boomerang Corp. has sufficient experience and resources to complete the project and recommended accepting the bid and awarding the contract to Boomerang Corp. Upon clarification, Schechinger said the contract would be subject to concurrence of the Department of Natural Resources (DNR). Councilperson Dean asked how many residents the new facility will support. Schechinger said the new facility is expected to handle 5500-6000 people, more than double the current population. The Council had no further questions.

Motion by Dean, second by Miller to approve Resolution 2022-19 subject to concurrence of the DNR. AYES: Dean, Miller, Stoolman, Goodweiler, Sexton. NAYS: None. Motion carried.

Public Hearing – On the proposed Amendment #4 to the Amended and Restated West Branch Urban Renewal Plan. / Move to action.

Laughlin opened the public hearing at 7:42 p.m. City Attorney Kevin Olson explained that this amendment is for the Dawson Plaza Project which rebates the developer up to ten percent of annual TIF revenues to a maximum of \$200,000.00, plus an additional \$180,000.00 of rebates for the construction of off-site

improvements, up to \$35,000.00 annually. There were no public comments. Laughlin closed the public hearing at 7:43 p.m.

Resolution 2022-20– Approving and adopting an Amendment #4 to the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area. /Move to action.

Kofoed said that no one from the school or county attended the consultation February 23, 2022 at City Hall. There were no other comments.

Motion by Dean, second by Goodweiler to approve Resolution 2022-20. AYES: Dean, Goodweiler, Stoolman, Miller, Sexton. NAYS: None. Motion carried.

Resolution 2022-21 – Approving an entertainment contract for Hoover’s Hometown Days 2022 in the amount of \$2,000.00. / Move to action.

Motion by Dean, second by Goodweiler to approve Resolution 2022-21. AYES: Dean, Goodweiler, Sexton, Miller, Stoolman. NAYS: None. Motion carried.

Resolution 2022-22 – Approving a three-year service contract with Interstate Power Systems for annual service on the City’s emergency generator. / Move to action.

Goodale said Interstate Power Systems has been the city’s servicing vendor since the generator was installed and said he was happy with their service.

Motion by Sexton, second by Miller to approve Resolution 2022-22. AYES: Sexton, Miller, Stoolman, Dean, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-23 – Approving a final plat (with conditions) for the Sara Park Subdivision. / Move to action.

Based on comments from the City Engineer with the possibility of the city growing north and extending North 4th Street in the future and discussions with staff, a restrictive covenant was requested by the City Attorney for the farmstead split. The property owners and their engineers are agreeable with the request.

Motion by Dean, second by Sexton to approve Resolution 2022-23. AYES: Dean, Sexton, Miller, Stoolman, Goodweiler. NAYS: None. Motion carried.

Discussion – Solid Wasted Tipping Fees, direction to move forward or hold off for FY23

Staff is requested direction on if the Council will be moving forward with billing residents for the tipping fee charged from the County each year and if so, this will require the monthly utility bill to move from the postcard format to a full sheet of paper due to spacing limitations on the postcard. The Council debated if charging residents the tipping fee along with the current inflation and impending additional sewer rate increase was appropriate. Miller said he felt better making small increases over time to plan for inflation rather than making large increases that residents feel immediately. He added that several Council’s ago, it was decided that enterprise activities (water, sewer, trash, etc.) “should pay for itself”, and that will cause rates to increase and there really is no way around it. After further discussion, the Council staff to move forward with the billing format change to prepare for any future changes in the billing process.

Discussion – Hotel Feasibility Study

Laughlin said that he and Kofoed met with a potential hotel chain representative that is looking at a site in the Parkside Hills development along I-80. Kofoed said that in order for the hotel to move forward with financing, a hotel feasibility study needed done, which is a requirement and regulated by the Federal Trade Commission. Kofoed said the cost of the study is around \$7,000 to \$10,000 and suggested that the city pay for the study which would then belong to us in case a different hotel option came up. Kofoed said there are funds from the Hotel/Motel Tax that would pay for it. The Council agreed with Kofoed and directed him to move forward.

Discussion – Nuisance properties and setting other priorities for the City Administrator

Kofoed asked Council for direction on pursuing nuisance properties this spring. He said he had received a few phone calls about particular properties and asked the Council to email their list of properties that Kofoed should focus on. Kofoed said he would like to get letters out in early April to allow residents to clean up their properties and take advantage of the city-wide clean day in early May.

CITY ADMINISTRATOR REPORT

Kofoed reminded the Council that Councilperson Dean will be absent for the March 21st meeting when the FY23 Budget will be adopted and asked that they all be present for voting requirements. Kofoed advised the council on a couple of projects he is working on: trying to get the Traveler's Rest property on the Historic Registry to preserve the building and reviewing and updating the Park & Recreation master plan.

CITY ATTORNEY REPORT

No Report.

CITY ENGINEER REPORT

Schechinger reported on the status of the following projects. I-80 Water Main Relocation (East) – waiting on the gas company for their relocation plan. Wapsi Creek Widening – spoke with adjacent property owners west of S. 2nd Street and all have agreed to let the city work on their properties. Parkside Hills – a preliminary plat has been submitted for one of the original lots and is going through P&Z. West Branch Village Expansion – moving along. Round-about – Johnson County still reviewing 28E Agreement and provided updated construction cost to be in the \$700,000.00 range.

STAFF REPORTS

No reports.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Laughlin said he has scheduled a Stream Team meeting for March 23rd in the Council Chambers. Laughlin said the group hasn't met in a couple of years so he thought it was time to bring the group back together and provide an update on stormwater projects. He also informed the Council that he would be attending a Community Visioning meeting later in the week and that a focus group meeting is scheduled for March 26th and that interested parties must register for the event in order to participate. Goodweiler asked if the city's mural was still planned on being erected at the former Casey's site. Kofoed responded that Public Works had this as a high priority project for the spring.

ADJOURNMENT

Motion to adjourn the regular meeting by Goodweiler, second by Miller. Motion carried on a voice vote. City Council meeting adjourned at 8:55 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 21, 2022
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AGENDA ITEM:	Approve a contract with Frontline Warning Systems in the amount of \$600.00
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PREPARED BY:	City Clerk, Leslie Brick (on behalf of Fire Chief Kevin Stoolman)
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DATE:	March 11, 2022
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BACKGROUND INFORMATION:

This is an annual agreement with Frontline Warning Systems who provides semi-annual inspections and maintenance for the City's outdoor warning sirens. The contract was approved by the West Branch Fire Department at their March business meeting.



8004 Aetna Ave NE Monticello, MN 55362
1-800-879-3177 763-295-3650 (fax)

frontlineplus@tds.net
www.frontlinewarningsystems.com

Annual Service Proposal and Contract for Whelen Outdoor Warning Sirens.

Effective January 1, 2022

Frontline Warning Systems, Inc. of Monticello, Minnesota hereby proposes the following contract for users of Whelen Mass Warning Products.

To ensure quality operation and longevity of Whelen Warning Products, it is necessary to perform inspection and maintenance of siren systems. This includes maintenance of the batteries, cabinet assembly, electronics, and other components of the siren system.

As a factory authorized service outlet, Frontline Warning Systems proposes to perform this work prior to Severe Weather season to ensure reliable operation.

Frontline will perform maintenance duties twice during the year under this contract to the owner and/or operator of each individual siren. This contract will carry an annual fee for each Whelen Siren. The included official quotation will be the total price, including batteries and/or other parts. One Spring Service (pre-season) and one Fall Service (post-season) will be completed.

The specific dates that maintenance is to be completed upon will ultimately be under the authority and convenience of Frontline, but will be within appropriate seasons, including prior to severe weather season respectfully. Frontline will coordinate these dates with each user. If specific service dates are desired, please coordinate these with Frontline as early as possible.

In addition, Frontline will gather, record, and store records of maintenance for each individual siren site that carries a service contract. These records will be made exclusively available to the owner/operator of each site. These records will not be shared unless requested and will only be shared with personnel authorized by the siren's owner/operator. This will be a complete maintenance contract only. Frontline Warning Systems will perform maintenance duties as outlined in the Whelen operation and installation manuals by the factory. Replacement batteries, repair of individual components, component

replacement, upgrades or other expenses are not included in this contract. This contract, under no conditions, will cover damages incurred by acts of God, vandalism, misuse, abuse, or improper operation. Charges for a bucket truck (including mobilization/travel charges) are not included unless specifically allowed for under payment terms.

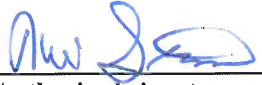
If non-critical components fail, Frontline will notify the end user. A separate purchase order may be issued for those repairs. Components (such as batteries or other critical components) that have failed and have taken the siren completely off-line at the time of inspection will be replaced immediately at market price unless otherwise dictated at the time of contract acceptance.

Under this contract, Frontline Warning Systems will be available for a 48 hour response time on system failures. If a siren that is under contract fails, a representative from Frontline will be on-site within 48 hours to inspect, repair, or service accordingly. Also while under contract, there will be no trip charge issued for this response. This does not apply to failures as a result of non-replacement of items suggested during pre-season inspection.

This contract applies exclusively to customers (owners and operators) of Whelen products. In a siren system that has sirens of different manufacturers, only the Whelen sirens will be maintained under this contract. A separate contract may be issued for other sirens.

The purchaser of this contract will be billed for the annual contract prior to March 1st, 2022. The amount billed will be affected upon the total number of sirens requested for maintenance. Each individual siren will carry a charge as listed above; this is a one-time charge per siren per year for year of 2022. With an authorized signature on this form, the contract will begin from date of acceptance or January 1, 2022 (whichever is earlier) and will end December 31st, 2022. The purchaser will be billed before the first maintenance service is performed. If Frontline Warning Systems fails to perform maintenance service or becomes unable to perform duties, the pro-rated amount will be refunded to the purchaser.

A copy of this document with an invoice will be provided to the purchaser of this contract. This contract will be re-invoiced prior to March 1st, 2023 when the customer can choose to renew or cancel the contract.


Authorized signature

3/9/22
Date

Fore chief
Position or title

West Branch - 2
Siren/s Location (city)


Frontline Plus authorized signature

2-28-22
Date



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 21, 2022
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AGENDA ITEM:	Appoint Nate Bartz to the Animal Control Commission – term expires 12/31/2022
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PREPARED BY:	City Administrator Adam Kofoed
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DATE:	March 15, 2022
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BACKGROUND INFORMATION:

Nate is a Clinical Systems Analyst with the University of Wisconsin Hospital and Clinics with a degree in Biology. Bartz has ten plus years of experience animal health and nutrition and experience working on committees the guide policy as well as working in animal health regulatory roles.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 21, 2022

AGENDA ITEM: Claims

PREPARED BY: Heidi Van Auken

DATE: March 11, 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.

EXPENDITURES**3/21/2022**

ACTION SEWER & SEPTIC	MAIN LINE CLEANING THOMAS ST	717.50
AMAZON	VARIOUS ITEMS - LIBRARY	389.51
AMAZON.COM.CA.,INC.	OFFICE SUPPLIES	399.43
AMERICAN WATER WORKS ASSOC	DUES GOODALE 5-1-22 TO 4-30-23	92.00
BAKER & TAYLOR INC.	BOOKS	164.13
CAPITAL ONE	VARIOUS ITEMS FOR LIBRARY	123.35
CARRIE A HOURIGAN	CLEANING SERVICES - LIBRARY	230.00
CATHERINE STEEN	INNER BELT - POLICE	18.14
CEDAR COUNTY RECORDER	RECORDING FEES	14.00
HAWKINS INC	CHEMICALS	560.90
HEIDI VAN AUKEN	MILEAGE REIMBURSEMENT	13.46
HENNINGSSEN DANIEL	BLGD INCENTIVE PAYMENT	1,094.03
HOLLYWOOD GRAPHICS	TRUCK VINYL LETTERING	152.30
IMPACT7G INC	WATER GRANT APP FEE - MEADOWS	10,000.00
JOHNSON COUNTY REFUSE	TRASH & RECYCLING FEB 2022	16,478.75
KANOPY	ON DEMAND VIDEO SERVICE	48.00
LYNCH'S PLUMBING INC	MAIN LINE CLEANING THOMAS DR	250.00
MENARDS	FLAG AND POLE FOR CITY HALL	24.97
NORTHWESTERN UNIVERSITY	COURSE FEE - STEEN	525.00
PARKSIDE SERVICE	TIRES	1,177.04
PITNEY BOWES GLOBAL	POSTAGE METER LEASE LIBRARY	154.74
PORT 'O' JONNY INC.	SERVICE-WAPSI SERVICE	233.00
PREMIER PARTS TIPTON	SHOP SUPPLIES - PW	359.95
QUILL CORP	SUPPLIES	96.78
RUSSELL, MELISSA	SUPPLIES, EQUIP - PARKS, LIBRARY	238.00
STATE HYGIENIC LAB	LAB ANALYSIS	284.00
STEPHEN R HORCHA	BOOK BIKE - 2ND FINAL PAYMENT	2,956.00
THOMAS HEATING & AIR	FURNACE FOR TOWN HALL	10,694.00
VEENSTRA & KIMM INC	VARIOUS PROJECTS	122,748.55
WEST BRANCH REPAIRS	VEHICLE SERVICE - POLICE	54.20
WEST BRANCH TIMES	LEGAL PUBLICATIONS	2,041.05
XCESSORIES SQUARED	OMNI SLEEVES	1,306.50
ZACK MURDOCK	BUSINESS MEALS	154.26
TOTAL		173,793.54

PAID BETWEEN MEETINGS

ALLIANT ENERGY	ALLIANT ENERGY	10,246.38
AT&T MOBILITY	WIRELESS SERVICE	344.16
BARRON MOTOR SUPPLY	ABSORBANT	100.00
CULLIGAN WATER TECH	WATER SOFTNER SERVICE	43.94
FRONTLINE PLUS FIRE	WARNING SIRENS MAINT SERVICE	600.00
IA MUNICIPAL FINANCE OFFICERS	DUES FOR BRICK, VAN AUKEN	100.00
KIRKWOOD COMMUNITY	TRAINING -FIRE	28.00

LEAF CAPITAL FUNDING	COPIER LEASE - LIBRARY	128.50
LINN COUNTY REC	STREET LIGHTS	207.80
OASIS ELECTRIC	ELECTRICAL SERVICE -FIRE	358.08
RELIANT FIRE APPARATUS	AIR EJECT	296.05
WEST BRANCH REPAIRS	INSTALL AIR EJECT, EXHAUST FLOOD	107.70
WEX BANK	VEHICLE FUEL	1,179.79
GLOBAL PAYMENTS	FEBRUARY CREDIT CARD FEES	542.98
VARIOUS VENDORS	UTILITY REFUNDS	124.58
WAGeworks	EMPLOYEE FLEX PLAN	599.01

TOTAL		15,006.97
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GRAND TOTAL EXPENDITURES		188,800.51
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FUND TOTALS

001 GENERAL FUND	29,020.62
022 CIVIC CENTER	11,397.44
031 LIBRARY	4,806.45
110 ROAD USE TAX	3,415.10
321 WIDENING WAPSI CREEK	4,271.00
324 WW TREATMENT FACILITY	116,600.00
327 SPONS WATER QUALITY	1,691.55
600 WATER FUND	4537.19
610 SEWER FUND	2,462.15
740 STORM WATER UTILITY	10,000.00
950 BC/BS FLEXIBLE BENEFIT	599.01

GRAND FUND TOTAL	188,800.51
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	WEST BRANCH REPAIRS	VEHICLE SERVICE - POLICE	54.20
		CATHERINE STEEN	INNER BELT - POLICE	18.14
		ZACK MURDOCK	BUSINESS MEALS	154.26
		NORTHWESTERN UNIVERSITY	COURSE FEE - STEEN	525.00
			TOTAL:	751.60
PARK & RECREATION	GENERAL FUND	RUSSELL, MELISSA	SUPPLIES EQUIP - PARKS, LI	143.50
		PORT 'O' JONNY INC.	SERVICE-WAPSI SERVICE	123.00
		AMAZON.COM.CA., INC.	OFFICE SUPPLIES	399.43
			TOTAL:	665.93
CEMETERY	GENERAL FUND	PORT 'O' JONNY INC.	SERVICE-CEMETERY	110.00
			TOTAL:	110.00
ECONOMIC DEVELOPMENT	GENERAL FUND	HENNINGSEN DANIEL	BLGD INCENTIVE PAYMENT	1,094.03
			TOTAL:	1,094.03
CLERK & TREASURER	GENERAL FUND	QUILL CORP	SUPPLIES	45.18
			OFFICE SUPPLIES	35.99
			FLAG AND POLE FOR CITY HAL	24.97
			MILEAGE REIMBURSEMENT	13.46
			TOTAL:	119.60
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES	LEGAL PUBLICATIONS	873.69
			LEGAL PUBLICATIONS	1,167.36
			RECORDING FEES	14.00
			TOTAL:	2,055.05
SOLID WASTE	GENERAL FUND	JOHNSON COUNTY REFUSE INC.	TRASH& RECYCLING FEB 2022	16,478.75
			TOTAL:	16,478.75
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	186.00
			TOTAL:	186.00
TOWN HALL	CIVIC CENTER	THOMAS HEATING & AIR LLC	FURNACE FOR TOWN HALL	10,300.00
			FURNACE	394.00
		QUILL CORP	SUPPLIES	15.61
			TOTAL:	10,709.61
LIBRARY	LIBRARY	RUSSELL, MELISSA BAKER & TAYLOR INC. PITNEY BOWES GLOBAL FINANCIAL SERVICES AMAZON KANOPY CAPITAL ONE STEPHEN R HORCHA CARRIE A HOURIGAN	SUPPLIES EQUIP - PARKS, LI	94.50
			BOOKS	164.13
			POSTAGE METER LEASE LIBRAR	77.37
			POSTAGE METER LEASE LIBRAR	77.37
			VARIOUS ITEMS - LIBRARY	280.11
			VARIOUS ITEMS - LIBRARY	11.89
			VARIOUS ITEMS - LIBRARY	76.52
			VARIOUS ITEMS - LIBRARY	20.99
			ON DEMAND VIDEO SERVICE	48.00
			VARIOUS ITEMS FOR LIBRARY	39.92
			VARIOUS ITEMS FOR LIBRARY	7.20
			VARIOUS ITEMS FOR LIBRARY	76.23
			BOOK BIKE - 2ND FINAL PAYM	2,956.00
			CLEANING SERVICES - LIBRAR	230.00
			TOTAL:	4,160.23
ROADS & STREETS	ROAD USE TAX	PARKSIDE SERVICE	TIRES	1,177.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PREMIER PARTS TIPTON	BATTERIES & DEPOSITS	308.94
			CORE DEPOSIT CREDIT	18.00-
			SHOP SUPPLIES	64.29
			LIGHTS F550	4.72
		XCESSORIES SQUARED	OMNI SLEEVES	1,306.50
			TOTAL:	2,843.49
CAPITAL PROJECT	WIDENING WAPSI CRE VEENSTRA & KIMM INC.		CHANNEL WIDENING FLOOD IMP	4,271.00
			TOTAL:	4,271.00
CAPITAL PROJECT	WW TREATMT FAC IMP VEENSTRA & KIMM INC.		WW TREATMENT FACILITY	116,600.00
			TOTAL:	116,600.00
CAPITAL PROJECT	SPONS WATER QUAL I VEENSTRA & KIMM INC.		SPONSORED PROJECT	1,691.55
			TOTAL:	1,691.55
WATER OPERATING	WATER FUND	STATE HYGIENIC LAB	LAB ANALYSIS	284.00
		HAWKINS INC	CHEMICALS	560.90
		AMERICAN WATER WORKS ASSOCIATION	DUES GOODALE 5-1-22 TO 4-3	92.00
			TOTAL:	936.90
SEWER OPERATING	SEWER FUND	LYNCH'S PLUMBING INC	MAIN LINE CLEANING THOMAS	250.00
		HOLLYWOOD GRAPHICS	TRUCK VINYL LETTERING	152.30
		ACTION SEWER & SEPTIC SERVICES INC.	MAIN LINE CLEANING THOMAS	446.25
			SEWER REPAIR THOMAS ST	271.25
			TOTAL:	1,119.80
STORM WATER UTILITY	STORM WATER UTILIT IMPACT7G INC		WATER GRANT APP FEE - MEAD	10,000.00
			TOTAL:	10,000.00

===== FUND TOTALS =====		
001	GENERAL FUND	21,460.96
022	CIVIC CENTER	10,709.61
031	LIBRARY	4,160.23
110	ROAD USE TAX	2,843.49
321	WIDENING WAPSI CREEK @ BE	4,271.00
324	WW TREATMT FAC IMP 2021	116,600.00
327	SPONS WATER QUAL IMP 2021	1,691.55
600	WATER FUND	936.90
610	SEWER FUND	1,119.80
740	STORM WATER UTILITY	10,000.00

	GRAND TOTAL:	173,793.54

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: WEST BRANCH

The City Council will conduct a public hearing on the proposed Budget at: 110 N Poplar Street West Branch, IA 52358 Meeting Date: 3/21/2022 Meeting Time: 07:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property 13.22028

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(319) 643-5888

City Clerk/Finance Officer's NAME
Heidi Van Auken

		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources				
Taxes Levied on Property	1	2,043,736	1,999,684	1,916,098
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	2,043,736	1,999,684	1,916,098
Delinquent Property Taxes	4	0	0	685
TIF Revenues	5	599,780	533,606	486,296
Other City Taxes	6	317,179	293,657	337,574
Licenses & Permits	7	86,518	30,800	50,845
Use of Money and Property	8	11,500	15,600	26,338
Intergovernmental	9	1,979,867	1,340,187	827,828
Charges for Fees & Service	10	1,779,834	1,577,000	1,527,262
Special Assessments	11	0	0	0
Miscellaneous	12	31,000	30,800	132,067
Other Financing Sources	13	10,500,000	1,740,000	178,907
Transfers In	14	1,056,639	856,344	1,469,601
Total Revenues and Other Sources	15	18,406,053	8,417,678	6,953,501
Expenditures & Other Financing Uses				
Public Safety	16	903,810	782,904	644,494
Public Works	17	697,160	804,516	588,578
Health and Social Services	18	0	0	25,000
Culture and Recreation	19	731,590	730,168	587,469
Community and Economic Development	20	173,810	174,392	86,875
General Government	21	245,629	220,657	224,507
Debt Service	22	1,439,005	1,013,986	896,670
Capital Projects	23	4,189,467	725,000	281,268
Total Government Activities Expenditures	24	8,380,471	4,451,623	3,334,861
Business Type / Enterprises	25	7,838,061	1,606,051	809,314
Total ALL Expenditures	26	16,218,532	6,057,674	4,144,175
Transfers Out	27	1,056,639	856,344	1,469,601
Total ALL Expenditures/Transfers Out	28	17,275,171	6,914,018	5,613,776
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	1,130,882	1,503,660	1,339,725
Beginning Fund Balance July 1	30	6,018,325	4,514,665	3,174,940
Ending Fund Balance June 30	31	7,149,207	6,018,325	4,514,665



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 21, 2022
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AGENDA ITEM:	FY 2023 Budget
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PREPARED BY:	City Administrator, Adam Kofoed
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DATE:	March 14, 2022
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BACKGROUND INFORMATION:

Below are the following changes in the budget since the budget work sessions:

- Transfer of funds to pay for Fire Truck Pumper.
- I-80 utility location project #2 at \$618,000 which is gets reimbursed.
- 2013 Bond gets paid by:
 - \$37,987 TIF
 - \$58,718 Water
 - \$69,983 Sewer
 - \$40,000 Property Debt Service

BUDGET HIGHLIGHTS:

- Median Levy \$13.39, West Branch goes from \$13.10-13.22
- GF Budget started -\$200,000 and cut down to +\$20,000, RUT Budget started -\$120,000 and cut down to -\$7,000 through equipment set aside cuts, some programming cuts or donation thresholds, cut one part time position, but maintains current full-time staffing.
- CIP Projects Funded
 - WWT Lagoon Upgrade.
 - Wapsi Creek Widening Project
 - HH Roundabout.
 - East Side Main Reconstruction
- Sets new precedence to potential future CDG increase and establishes a Heritage Square set aside project fund with hotel/motel funding.
- Starts a set aside fund for all departments.

BUDGET CONTINGENCY

- Budget does not fully approve Oshkosh maintenance repairs and wage increase of 4% for jobs below market and 3-3.5% for positions below the market.
- Final internal budget will be given in a packet in June 2022, just prior to new fiscal year.

City of West Branch

FY-23 Budget Summary

		Projected Beginning	Projected		To/From			Projected Ending
	Fund	Balance	Revenues	Expenses	Rev vs. Exp	Transfers In	Transfers Out+	Fund Balance
1.	General Fund	\$379,992	\$2,014,898	\$2,736,604	-\$721,705	\$845,000	\$103,000	\$20,295
1b	Fire Reserve	\$520,000	\$135,000	\$0	\$135,000	\$0	\$687,000	-\$552,000
1c	Police Reserve Fund	\$65,567	\$44,000	\$0	\$44,000	\$0	\$0	\$44,000
1d	Parks and Rec Reserve Fun	\$18,840	\$0	\$0	\$0	\$0	\$0	\$0
1e	Public Works Reserve	\$11,030	\$10,000	\$0	\$10,000	\$20,000	\$0	\$30,000
1g	Library Reserve	\$43,553	\$1,500	\$0	\$1,500	\$0	\$0	\$1,500
1h	City Hall Reserve Fund	\$0	\$1,500	\$0	\$1,500	\$0	\$0	\$1,500
1i.	COVID Emergency Respor	\$50,000	\$0	\$0	\$0	\$0	\$33,000	-\$33,000
1j.	Community Betterment	\$0	\$0	\$0	\$0	\$3,000	\$0	\$3,000
2.	Hotel/Motel Active Fund	\$52,195	\$20,000	\$15,000	\$5,000	0	\$40,000	-\$35,000
2.a	Heritage Square Fund	\$0	\$0	\$0	\$0	\$5,000	\$0	\$5,000
3	Civic Center Active Fund	\$41,996	\$22,908	\$19,975	\$2,933	\$0	\$0	\$2,933
4.	Debt Service	\$150,088	\$335,404	\$1,495,435	-\$1,160,031	\$1,218,652	\$0	\$58,621
5.	All Capital Projects	\$395,840	\$12,017,000	\$11,228,000	\$789,000	\$290,000	\$0	\$1,079,000
5a.	Capital Improve. Reserve	\$39,885	\$71,130	\$0	\$71,130	\$0	\$0	\$71,130
6.	TIF	\$22,196	\$537,009	\$68,494	\$468,515	\$0	\$468,515	\$0
6a	LMI TIF	\$2,000	\$0	\$0	\$0	\$8,774	\$0	\$8,774
7.	Tort and Liability	\$9,072	\$75,900	\$79,536	-\$3,636	\$0	\$0	-\$3,636
8.	Employee Benefits	\$93,824	\$335,480	\$336,662	-\$1,182	\$0	\$0	-\$1,182
9.	Local Option	\$170,101	\$252,539	\$0	\$252,539	\$0	\$377,310	-\$124,771
10.	Road Use Tax	\$196,876	\$319,880	\$317,355	\$2,525	\$0	\$10,000	-\$7,475
11.	Water Funds	\$128,905	\$658,222	\$402,791	\$255,432	\$0	\$134,618	\$120,814
11a.	Sinking Water Fund	\$20,378	\$0	\$0	\$0	\$0	\$0	\$0
12.	Sewer Fund	\$440,054	\$758,907	\$312,772	\$446,136	\$0	\$496,983	-\$50,847
12a	Sewer Fund Special	\$218,028	\$0	\$0	\$0	\$0	\$0	\$0
13.	Storm Sewer	\$40,703	\$66,277	\$50,960	\$15,316	\$0	\$40,000	-\$24,684
14.	Revolving Loan Fund	\$137,082	\$0	\$0	\$0	\$0	\$0	\$0
15.	Permanent Funds	\$201,273	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL		\$3,449,477	\$17,677,554	\$17,063,583	\$613,971	\$2,390,426	\$2,390,426	\$613,971

RESOLUTION 2022-24

A RESOLUTION ADOPTING THE FINAL FISCAL YEAR 2023 ANNUAL BUDGET

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST
BRANCH, IOWA:

The final fiscal year 2023 (July 1, 2022 – June 30, 2023) annual budget as set forth in the budget summary and certification of taxes and in the detailed budget in support thereof showing revenue estimates and appropriation expenditures and allocations to programs for said fiscal year is adopted.

Passed and approved the 21st day of March, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of: WEST BRANCH County Name: CEDAR COUNTY, JOHNSON

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	153,020,406	2b	151,799,691	
DEBT SERVICE	3a	174,626,444	3b	173,405,729	
Ag Land	4a	514,608			

City Number: 16-142
Last Official Census: 2,509

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW			Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	1,239,466	1,229,577	43	8.10000
Non-Voted Other Permissible Levies								
Contract for use of Bridge	0.67500			6	0	0	44	0.00000
Opr & Maint publicly owned Transit	0.95000			7	0	0	45	0.00000
Rent, Ins. Maint of Civic Center	Amt Nec			8	0	0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500			9	20,658	20,493	47	0.13500
Planning a Sanitary Disposal Project	0.06750			10	0	0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000			11	0	0	49	0.00000
Levee Impr. fund in special charter city	0.06750			13	0	0	51	0.00000
Liability, property & self insurance costs	Amt Nec			14	72,000	71,426	52	0.47053
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462	11,126	11,037	465	0.07271
Voted Other Permissible Levies								
Instrumental/Vocal Music Groups	0.13500			15	0	0	53	0.00000
Memorial Building	0.81000			16	0	0	54	0.00000
Symphony Orchestra	0.13500			17	0	0	55	0.00000
Cultural & Scientific Facilities	0.27000			18	0	0	56	0.00000
County Bridge	As Voted			19	0	0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000			20	0	0	58	0.00000
Aid to a Transit Company	0.03375			21	0	0	59	0.00000
Maintain Institution received by gift/devise	0.20500			22	0	0	60	0.00000
City Emergency Medical District	1.00000			463	0	0	466	0.00000
Support Public Library	0.27000			23	0	0	61	0.00000
Unified Law Enforcement	1.50000			24	0	0	62	0.00000
Total General Fund Regular Levies (5 thru 24)				25	1,343,250	1,332,533		
Ag Land	3.00375			26	1,546	1,546	63	3.00375
Total General Fund Tax Levies (25 + 26)				27	1,344,796	1,334,079		
Special Revenue Levies								
Emergency (if general fund at levy limit)	0.27000			28	41,316	40,986	64	0.27000
Police & Fire Retirement	Amt Nec			29	0	0		0.00000
FICA & IPERS (if general fund at levy limit)	Amt Nec			30	165,000	163,684		1.07829
Other Employee Benefits	Amt Nec			31	163,000	161,700		1.06522
Total Employee Benefit Levies (29,30,31)				32	328,000	325,384	65	2.14351
Sub Total Special Revenue Levies (28+32)				33	369,316	366,370		
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation					
SSMID 1		0	0	34		0	66	0.00000
SSMID 2		0	0	35		0	67	0.00000
SSMID 3		0	0	36		0	68	0.00000
SSMID 4		0	0	37		0	69	0.00000
SSMID 5		0	0	555		0	565	0.00000
SSMID 6		0	0	556		0	566	0.00000
SSMID 7		0	0	1177		0	1179	0.00000
SSMID 8		0	0	1185		0	1187	0.00000
Total Special Revenue Levies				39	369,316	366,370		
Debt Service Levy 76.10(6)	Amt Nec			40	285,764	283,766	70	1.63643
Capital Projects (Capital Improv. Reserve)	0.67500			41	60,000	59,521	71	0.39210
Total Property Taxes (27+39+40+41)				42	2,059,876	2,043,736	72	13.22028

(Signature)

(Date)

(County Auditor)

(Date)

NOTICE OF PUBLIC HEARING - CITY OF WEST BRANCH - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/22/2022 **Meeting Time:** 07:00 PM **Meeting Location:** 110 N. Poplar Street West Branch, IA 52358

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
<https://westbranchiowa.org/>

City Telephone Number
 (319) 643-5888

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	150,927,653	153,020,406	153,020,406	
Tax Levies:				
Regular General	1,222,514	1,222,514	1,239,466	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center	10,000	10,000	20,658	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	45,378	45,378	72,000	
Support of Local Emer. Mgmt. Commission	9,465	9,465	11,126	
Emergency	40,750	40,750	41,316	
Police & Fire Retirement			0	
FICA & IPERS	154,593	154,593	165,000	
Other Employee Benefits	140,621	140,621	163,000	
Total Tax Levy	1,623,321	1,623,321	1,712,566	5.49
Tax Rate	10.75562	10.60853	11.19175	

Explanation of significant increases in the budget:

State mandated property tax reductions and aid forced the city to cut operational expenses with limited property revenue. The additional revenue asked, will be funding new paid on call emergency responders due to limited volunteerism, liability insurance increases, and responds to increased demand of services due to population growth.

If applicable, the above notice also available online at:

-

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

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

FUND BALANCE

City Name: WEST BRANCH

Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2021									
Beginning Fund Balance July 1	1 1,385,395	656,116	106,977	84,112	150,544	195,781	2,578,925	596,015	3,174,940
Actual Revenues Except Beg Balance	2 2,201,336	941,937	488,910	1,063,279	693,245	9,586	5,398,293	1,555,208	6,953,501
Actual Expenditures Except End Balance	3 1,666,938	799,344	452,339	896,670	426,273	4,368	4,245,932	1,367,844	5,613,776
Ending Fund Balance June 30	4 1,919,793	798,709	143,548	250,721	417,516	200,999	3,731,286	783,379	4,514,665
Re-Estimated FY 2022									
Beginning Fund Balance	5 1,919,793	798,709	143,548	250,721	417,516	200,999	3,731,286	783,379	4,514,665
Re-Est Revenues	6 2,024,029	925,637	533,606	1,026,786	2,552,620	3,000	7,065,678	1,352,000	8,417,678
Re-Est Expenditures	7 1,998,489	951,136	534,356	1,013,986	725,000	0	5,222,967	1,691,051	6,914,018
Ending Fund Balance	8 1,945,333	773,210	142,798	263,521	2,245,136	203,999	5,573,997	444,328	6,018,325
Budget FY 2023									
Beginning Fund Balance	9 1,945,333	773,210	142,798	263,521	2,245,136	203,999	5,573,997	444,328	6,018,325
Revenues	10 2,146,535	939,210	599,780	1,011,417	4,508,100	0	9,205,042	9,201,011	18,406,053
Expenditures	11 2,124,076	978,951	536,910	1,439,005	4,189,467	0	9,268,409	8,006,762	17,275,171
Ending Fund Balance	12 1,967,792	733,469	205,668	-164,067	2,563,769	203,999	5,510,630	1,638,577	7,149,207

LOCAL EMC SUPPORT

City Name: WEST BRANCH

Fiscal Year July 1, 2022 - June 30, 2023

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	11,126	11,037
TOTAL FOR FY 2023	11,126	11,037

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: WEST BRANCH
Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY									
Police Department/Crime Prevention	1 369,106	83,466						452,572	445,235
Jail	2							0	0
Emergency Management	3							0	0
Flood Control	4							0	0
Fire Department	5 284,000	18,992						302,992	180,873
Ambulance	6							0	0
Building Inspections	7 20,190	3,900						24,090	17,589
Miscellaneous Protective Services	8							0	0
Animal Control	9 3,250							3,250	797
Other Public Safety	10							0	0
TOTAL (lines 1 - 10)	11 676,546	106,358				0		782,904	644,494
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12 83,410	457,508						540,918	345,437
Parking - Meter and Off-Street	13							0	0
Street Lighting	14 37,000							37,000	31,635
Traffic Control and Safety	15							0	0
Snow Removal	16	15,000						15,000	15,943
Highway Engineering	17							0	0
Street Cleaning	18							0	0
Airport (if not Enterprise)	19							0	0
Garbage (if not Enterprise)	20 211,598							211,598	195,563
Other Public Works	21							0	0
TOTAL (lines 12 - 21)	22 332,008	472,508				0		804,516	588,578
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26							0	0
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29							0	25,000
TOTAL (lines 23 - 29)	30 0	0				0		0	25,000
CULTURE & RECREATION									
Library Services	31 225,204	32,923						258,127	246,792
Museum, Band and Theater	32							0	0
Parks	33 216,800	34,750						251,550	194,607
Recreation	34							0	0
Cemetery	35 96,084	14,759						110,843	120,675
Community Center, Zoo, & Marina	36 19,750							19,750	12,117
Other Culture and Recreation	37 85,644	4,254						89,898	13,278
TOTAL (lines 31 - 37)	38 643,482	86,686				0		730,168	587,469

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: WEST BRANCH
Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT										
39	Community Beautification								0	0
40	Economic Development	74,159							74,159	68,360
41	Housing and Urban Renewal								0	0
42	Planning & Zoning	25,000							25,000	18,515
43	Other Com & Econ Development								0	0
44	TIF Rebates			75,233					75,233	0
45	TOTAL (lines 39 - 44)	99,159	0	75,233			0		174,392	86,875
GENERAL GOVERNMENT										
46	Mayor, Council, & City Manager	16,500	2,564						19,064	16,193
47	Clerk, Treasurer, & Finance Adm.	153,794	20,799						174,593	149,910
48	Elections								0	0
49	Legal Services & City Attorney	27,000							27,000	26,198
50	City Hall & General Buildings								0	0
51	Tort Liability								0	4,519
52	Other General Government								0	27,687
53	TOTAL (lines 46 - 52)	197,294	23,363	0	1,013,986		0		220,657	224,507
54	DEBT SERVICE								1,013,986	896,670
55	Gov Capital Projects								725,000	188,058
56	TIF Capital Projects								0	93,210
57	TOTAL CAPITAL PROJECTS	0	0	0		725,000	0		725,000	281,268
58	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	1,948,489	688,915	75,233	1,013,986	725,000	0		4,451,623	3,334,861
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF										
59	Water Utility							449,707	449,707	354,257
60	Sewer Utility							295,231	295,231	269,490
61	Electric Utility								0	0
62	Gas Utility								0	0
63	Airport								0	0
64	Landfill/Garbage								0	0
65	Transit								0	0
66	Cable TV, Internet & Telephone								0	0
67	Housing Authority								0	0
68	Storm Water Utility								0	0
69	Other Business Type (city hosp., ISF, parking, etc.)								0	12,602
70	Enterprise DEBT SERVICE								0	3,710
71	Enterprise CAPITAL PROJECTS							61,113	61,113	60,235
72	Enterprise TIF CAPITAL PROJECTS							800,000	800,000	109,020
73	TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)								0	0
74	TOTAL ALL EXPENDITURES (lines 58+73)	1,948,489	688,915	75,233	1,013,986	725,000	0		1,606,051	809,314
75	Regular Transfers Out	50,000	262,221						1,606,051	6,057,674
76	Internal TIF Loan Transfers Out			459,123					85,000	4,144,175
77	Total ALL Transfers Out	50,000	262,221	459,123					85,000	397,221
78	Total Expenditures and Other Fin Uses (lines 74+77)	1,998,489	951,136	534,356	1,013,986	725,000	0		85,000	856,344
79	Ending Fund Balance June 30	1,945,333	773,210	142,798	263,521	2,245,136	203,999		444,328	6,018,325

RE-ESTIMATED REVENUES DETAIL

City Name: WEST BRANCH

Fiscal Year July 1, 2021 - June 30, 2022

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
Taxes Levied on Property	1	1,278,785	333,304		328,071	59,524			1,999,684	1,916,098
	2								0	0
	3	1,278,785	333,304		328,071	59,524			1,999,684	1,916,098
	4								0	685
TIF Revenues	5			533,606					533,606	486,296
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	10,200	2,660		2,321	476			15,657	16,738
Utility franchise tax (Iowa Code Chapter 364.2)	7	20,000							20,000	19,423
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10								0	14,849
Hotel/Motel Taxes	11	18,000							18,000	20,452
Other Local Option Taxes	12		240,000						240,000	266,112
Subtotal - Other City Taxes (lines 6 thru 12)	13	48,200	242,660		2,321	476			293,657	337,574
Licenses & Permits	14	30,800							30,800	50,845
Use of Money & Property	15	11,000					600	4,000	15,600	26,338
Intergovernmental:										
Federal Grants & Reimbursements	16	8,500							8,500	169,135
Road Use Taxes	17		335,000						335,000	347,516
Other State Grants & Reimbursements	18	56,223	14,673		12,800	702,620			786,316	104,506
Local Grants & Reimbursements	19	210,371							210,371	206,671
Subtotal - Intergovernmental (lines 16 thru 19)	20	275,094	349,673	0	12,800	702,620		0	1,340,187	827,828
Charges for Fees & Service:										
Water Utility	21							612,500	612,500	594,299
Sewer Utility	22							663,000	663,000	636,078
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27	186,000							186,000	174,728
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32							63,500	63,500	63,242
Other Fees & Charges for Service	33	52,000							52,000	58,915
Subtotal - Charges for Service (lines 21 thru 33)	34	238,000	0	0	0	0	0	1,339,000	1,577,000	1,527,262
Special Assessments	35								0	0
Miscellaneous	36	19,400					2,400	9,000	30,800	132,067
Other Financing Sources:										
Regular Operating Transfers In	37	40,750			306,471	50,000		0	397,221	1,017,262
Internal TIF Loan Transfers In	38	82,000			377,123				459,123	452,339
Subtotal ALL Operating Transfers In	39	122,750	0	0	683,594	50,000	0	0	856,344	1,469,601
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					1,740,000			1,740,000	87,450
Proceeds of Capital Asset Sales	41								0	91,457
Subtotal-Other Financing Sources (lines 36 thru 38)	42	122,750	0	0	683,594	1,790,000	0	0	2,596,344	1,648,508
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	2,024,029	925,637	533,606	1,026,786	2,552,620	3,000	1,352,000	8,417,678	6,953,501
Beginning Fund Balance July 1	44	1,919,793	798,709	143,548	250,721	417,516	200,999	783,379	4,514,665	3,174,940
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	3,943,822	1,724,346	677,154	1,277,507	2,970,136	203,999	2,135,379	12,932,343	10,128,441

EXPENDITURES SCHEDULE PAGE 1

City Name: WEST BRANCH

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY										
Police Department/Crime Prevention	1 423,128	118,349						541,477	452,572	445,235
Jail	2							0	0	0
Emergency Management	3							0	0	0
Flood Control	4							0	0	0
Fire Department	5 322,716	12,950						335,666	302,992	180,873
Ambulance	6							0	0	0
Building Inspections	7 21,267	2,400						23,667	24,090	17,589
Miscellaneous Protective Services	8							0	0	0
Animal Control	9 3,000							3,000	3,250	797
Other Public Safety	10							0	0	0
TOTAL (lines 1 - 10)	11 770,111	133,699				0		903,810	782,904	644,494
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12 66,510	354,726						421,236	540,918	345,437
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14 45,477							45,477	37,000	31,635
Traffic Control and Safety	15							0	0	0
Snow Removal	16	18,000						18,000	15,000	15,943
Highway Engineering	17							0	0	0
Street Cleaning	18							0	0	0
Airport	19							0	0	0
Garbage (if not Enterprise)	20 212,447							212,447	211,598	195,563
Other Public Works	21							0	0	0
TOTAL (lines 12 - 21)	22 324,434	372,726				0		697,160	804,516	588,578
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	0	25,000
TOTAL (lines 23 - 29)	30 0	0				0		0	0	25,000
CULTURE & RECREATION										
Library Services	31 231,472	56,035						287,507	258,127	246,792
Museum, Band and Theater	32							0	0	0
Parks	33 230,131	38,361						0	0	0
Recreation	34							0	0	0
Cemetery	35 63,256	10,891						74,147	110,843	120,675
Community Center, Zoo, & Marina	36 19,975							19,975	19,750	12,117
Other Culture and Recreation	37 81,469							81,469	89,898	13,278
TOTAL (lines 31 - 37)	38 626,303	105,287				0		731,590	730,168	587,469

EXPENDITURES SCHEDULE PAGE 2

City Name: WEST BRANCH

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39							0	0	0
Economic Development	40	67,159						67,159	74,159	68,360
Housing and Urban Renewal	41							0	0	0
Planning & Zoning	42	29,383						29,383	25,000	18,515
Other Com & Econ Development	43							0	0	0
TIF Rebates	44		77,268					77,268	75,233	0
TOTAL (lines 39 - 44)	45	96,542	0	77,268		0		173,810	174,392	86,875
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	17,800	2,228					20,028	19,064	16,193
Clerk, Treasurer, & Finance Adm.	47	161,886	36,715					198,601	174,593	149,910
Elections	48							0	0	0
Legal Services & City Attorney	49	27,000						27,000	27,000	26,198
City Hall & General Buildings	50							0	0	0
Tort Liability	51							0	0	0
Other General Government	52							0	0	4,519
TOTAL (lines 46 - 52)	53	206,686	38,943	0		0		245,629	220,657	224,507
DEBT SERVICE	54			1,439,005	4,189,467			1,439,005	1,013,986	896,670
Gov Capital Projects	55							4,189,467	725,000	188,058
TIF Capital Projects	56							0	0	93,210
TOTAL CAPITAL PROJECTS	57	0	0	0	4,189,467	0		4,189,467	725,000	281,268
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	2,024,076	650,655	1,439,005	4,189,467	0		8,380,471	4,451,623	3,334,861
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59						412,791	412,791	449,707	354,257
Sewer Utility	60						312,772	312,772	295,231	269,490
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							0	0	0
Landfill/Garbage	64							0	0	0
Transit	65							0	0	0
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68							0	0	0
Other Business Type (city hosp., ISF, parking, etc.)	69						50,960	50,960	0	12,602
Enterprise DEBT SERVICE	70							0	0	3,710
Enterprise CAPITAL PROJECTS	71						61,538	61,538	61,113	60,235
Enterprise TIF CAPITAL PROJECTS	72						7,000,000	7,000,000	800,000	109,020
TOTAL Business Type Expenditures (lines 59 - 72)	73						7,838,061	7,838,061	1,606,031	809,314
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	2,024,076	650,655	1,439,005	4,189,467	0	7,838,061	16,218,532	6,057,674	4,144,175
Regular Transfers Out	75	100,000	328,296				168,701	596,997	397,221	1,017,262
Internal TIF Loan / Repayment Transfers Out	76							459,642	459,123	452,339
Total ALL Transfers Out	77	100,000	328,296	0	0	0	168,701	1,056,639	856,344	1,469,601
Total Expenditures & Fund Transfers Out (lines 74+77)	78	2,124,076	978,951	1,439,005	4,189,467	0	8,006,762	17,275,171	6,914,018	5,613,776
Ending Fund Balance June 30	79	1,967,792	733,469	-164,067	2,563,769	203,999	1,638,577	7,149,207	6,018,325	4,514,665

REVENUES DETAIL

City Name: WEST BRANCH

Fiscal Year July 1, 2022 - June 30, 2023

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
REVENUES & OTHER FINANCING SOURCES											
	Taxes Levied on Property	1 1,334,079	366,370		283,766	59,521			2,043,736	1,999,684	1,916,098
	Less: Uncollected Property Taxes - Levy Year	2							0	0	0
	Net Current Property Taxes (line 1 minus line 2)	3 1,334,079	366,370		283,766	59,521			2,043,736	1,999,684	1,916,098
	Delinquent Property Taxes	4							0	0	685
	TIF Revenues	5		599,780					599,780	533,606	486,296
	Other City Taxes:										
	Utility Tax Replacement Excise Taxes	6 10,717	2,946		1,998	479			16,140	15,657	16,738
	Utility franchise tax (Iowa Code Chapter 364.2)	7 20,000							20,000	20,000	19,423
	Parimutuel wager tax	8							0	0	0
	Gaming wager tax	9							0	0	0
	Mobile Home Taxes	10 8,500							8,500	0	14,849
	Hotel/Motel Taxes	11 20,000							20,000	18,000	20,452
	Other Local Option Taxes	12	252,539						252,539	240,000	266,112
	Subtotal - Other City Taxes (lines 6 thru 12)	13 59,217	255,485		1,998	479			317,179	293,657	337,574
	Licenses & Permits	14 86,518							86,518	30,800	50,845
	Use of Money & Property	15 11,500							11,500	15,600	26,338
	Intergovernmental:										
	Federal Grants & Reimbursements	16 8,500							8,500	8,500	169,135
	Road Use Taxes	17	317,355						317,355	335,000	347,516
	Other State Grants & Reimbursements	18 85,912				658,100		719,000	1,463,012	786,316	104,506
	Local Grants & Reimbursements	19 191,000							191,000	210,371	206,671
	Subtotal - Intergovernmental (lines 16 thru 19)	20 285,412	317,355	0	0	658,100		719,000	1,979,867	1,340,187	827,828
	Charges for Fees & Service:										
	Water Utility	21						658,222	658,222	612,500	594,299
	Sewer Utility	22						758,907	758,907	663,000	636,078
	Electric Utility	23							0	0	0
	Gas Utility	24							0	0	0
	Parking	25							0	0	0
	Airport	26							0	0	0
	Landfill/Garbage	27 211,647							211,647	186,000	174,728
	Hospital	28							0	0	0
	Transit	29							0	0	0
	Cable TV, Internet & Telephone	30							0	0	0
	Housing Authority	31							0	0	0
	Storm Water Utility	32						64,882	64,882	63,500	63,242
	Other Fees & Charges for Service	33 86,176							86,176	52,000	58,915
	Subtotal - Charges for Service (lines 21 thru 33)	34 297,823	0		0	0	0	1,482,011	1,779,834	1,577,000	1,527,262
	Special Assessments	35							0	0	0
	Miscellaneous	36 31,000							31,000	30,800	132,067
	Other Financing Sources:										
	Regular Operating Transfers In	37 40,986			356,011	200,000			596,997	397,221	1,017,262
	Internal TIF Loan Transfers In	38			369,642	90,000			459,642	459,123	452,339
	Subtotal ALL Operating Transfers In	39 40,986	0	0	725,653	290,000	0	0	1,056,639	856,344	1,469,601
	Proceeds of Debt (Excluding TIF Internal Borrowing)	40				3,500,000		7,000,000	10,500,000	1,740,000	87,450
	Proceeds of Capital Asset Sales	41							0	0	91,457
	Subtotal-Other Financing Sources (lines 38 thru 40)	42 40,986	0		725,653	3,790,000	0	7,000,000	11,556,639	2,596,344	1,648,508
	Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 2,146,535	939,210	599,780	1,011,417	4,508,100	0	9,201,011	18,406,053	8,417,678	6,953,501
	Beginning Fund Balance July 1	44 1,945,333	773,210	142,798	263,521	2,245,136	203,999	444,328	6,018,325	4,514,665	3,174,940
	TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45 4,091,868	1,712,420	742,578	1,274,938	6,753,236	203,999	9,645,339	24,424,378	12,932,343	10,128,441

ADOPTED BUDGET SUMMARY

City Name: WEST BRANCH

Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
Revenues & Other Financing Sources										
Taxes Levied on Property	1 1,334,079	366,370		283,766	59,521			2,043,736	1,999,684	1,916,098
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 1,334,079	366,370		283,766	59,521			2,043,736	1,999,684	1,916,098
Delinquent Property Taxes	4 0	0		0	0			0	0	685
TIF Revenues	5		599,780					599,780	533,606	486,296
Other City Taxes	6 59,217	255,485		1,998	479			317,179	293,657	337,574
Licenses & Permits	7 86,518	0					0	86,518	30,800	50,845
Use of Money and Property	8 11,500	0		0	0		0	11,500	15,600	26,338
Intergovernmental	9 285,412	317,355		0	658,100		719,000	1,979,867	1,340,187	827,828
Charges for Fees & Service	10 297,823	0		0	0		1,482,011	1,779,834	1,577,000	1,527,262
Special Assessments	11 0	0		0	0		0	0	0	0
Miscellaneous	12 31,000	0		0	0		0	31,000	30,800	132,067
Sub-Total Revenues	13 2,105,549	939,210	599,780	285,764	718,100	0	2,201,011	6,849,414	5,821,334	5,304,993
Other Financing Sources:										
Total Transfers In	14 40,986	0		725,653	290,000	0	0	1,056,639	856,344	1,469,601
Proceeds of Debt	15 0	0		0	3,500,000		7,000,000	10,500,000	1,740,000	87,450
Proceeds of Capital Asset Sales	16 0	0		0	0		0	0	0	91,457
Total Revenues and Other Sources	17 2,146,535	939,210	599,780	1,011,417	4,508,100	0	9,201,011	18,406,053	8,417,678	6,953,501
Expenditures & Other Financing Uses										
Public Safety	18 770,111	133,699		0		0		903,810	782,904	644,494
Public Works	19 324,434	372,726		0		0		697,160	804,516	588,578
Health and Social Services	20 0	0		0			0	0	0	25,000
Culture and Recreation	21 626,303	105,287		0		0		731,590	730,168	587,469
Community and Economic Development	22 96,542	0	77,268			0		173,810	174,392	86,875
General Government	23 206,686	38,943		0				245,629	220,657	224,507
Debt Service	24 0	0		1,439,005		0		1,439,005	1,013,986	896,670
Capital Projects	25 0	0		0	4,189,467			4,189,467	725,000	281,268
Total Government Activities Expenditures	26 2,024,076	650,655	77,268	1,439,005	4,189,467	0		8,380,471	4,451,623	3,334,861
Business Type Proprietary: Enterprise & ISF	27									
Total Gov & Bus Type Expenditures	28 2,024,076	650,655	77,268	1,439,005	4,189,467	0		7,838,061	1,606,051	809,314
Total Transfers Out	29 100,000	328,296	459,642	0	0			16,218,532	6,057,674	4,144,175
Total ALL Expenditures/Fund Transfers Out	30 2,124,076	978,951	536,910	1,439,005	4,189,467	0		1,056,639	856,344	1,469,601
Excess Revenues & Other Sources Over	31							17,275,171	6,914,018	5,613,776
(Under) Expenditures/Transfers Out	32 22,459	-39,741	62,870	-427,588	318,633	0	1,194,249	1,130,882	1,503,660	1,339,725
Beginning Fund Balance July 1	33 1,945,333	773,210	142,798	263,521	2,245,136	203,999	444,328	6,018,325	4,514,665	3,174,940
Ending Fund Balance June 30	34 1,967,792	733,469	205,668	-164,067	2,563,769	203,999	1,638,577	7,149,207	6,018,325	4,514,665

LONG TERM DEBT SCHEDULE - LT DEBT1
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
GO Corp Purpose & Ref Bonds Series 2013	1 2,730,000	GO	1081	180,000	26,188	206,188	500		166,688	40,000
GO Corp Purpose Bonds Series 2015	2 855,000	GO	1377	90,000	6,600	96,600	500			97,100
GO Corp Purpose Bonds Series 2016A	3 1,000,000	GO	1483	90,000	10,588	100,588	500		50,294	50,794
GO Taxable UR Bonds Series 2016B	4 40,000	GO	1484	50,000	4,950	54,950	500		54,950	500
GO Judgement Settlement Note 2017	5 495,000	GO	1584	99,000	3,218	102,218			102,218	0
GO Corp Purpose Bonds Series 2017	6 4,200,000	GO	1963	375,000	73,373	448,373	500		351,503	97,370
Water Revenue Bonds	7 943,000	NON-GO	798	56,000	4,950	60,950	588		61,538	0
	8 -	-				0				0
	9 -	-				0				0
	10 -	-				0				0
	11 -	-				0				0
	12 -	-				0				0
	13 -	-				0				0
	14 -	-				0				0
	15 -	-				0				0
	16 -	-				0				0
	17 -	-				0				0
	18 -	-				0				0
	19 -	-				0				0
	20 -	-				0				0
	21 -	-				0				0
	22 -	-				0				0
	23 -	-				0				0
	24 -	-				0				0
	25 -	-				0				0
	26 -	-				0				0
	27 -	-				0				0
	28 -	-				0				0
	29 -	-				0				0
	30 -	-				0				0
TOTALS				940,000	129,867	1,069,867	3,088	0	787,191	285,764

LONG TERM DEBT SCHEDULE - LT DEBT2

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0				0
	32	-				0				0
	33	-				0				0
	34	-				0				0
	35	-				0				0
	36	-				0				0
	37	-				0				0
	38	-				0				0
	39	-				0				0
	40	-				0				0
	41	-				0				0
	42	-				0				0
	43	-				0				0
	44	-				0				0
	45	-				0				0
	46	-				0				0
	47	-				0				0
	48	-				0				0
	49	-				0				0
	50	-				0				0
	51	-				0				0
	52	-				0				0
	53	-				0				0
	54	-				0				0
	55	-				0				0
	56	-				0				0
	57	-				0				0
	58	-				0				0
	59	-				0				0
	60	-				0				0
TOTALS				940,000	129,867	1,069,867	3,088	0	787,191	285,764

LONG TERM DEBT SCHEDULE - LT DEBT3
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0				0
	62	-				0				0
	63	-				0				0
	64	-				0				0
	65	-				0				0
	66	-				0				0
	67	-				0				0
	68	-				0				0
	69	-				0				0
	70	-				0				0
	71	-				0				0
	72	-				0				0
	73	-				0				0
	74	-				0				0
	75	-				0				0
	76	-				0				0
	77	-				0				0
	78	-				0				0
	79	-				0				0
	80	-				0				0
	81	-				0				0
	82	-				0				0
	83	-				0				0
	84	-				0				0
	85	-				0				0
	86	-				0				0
	87	-				0				0
	88	-				0				0
	89	-				0				0
	90	-				0				0
TOTALS				940,000	129,867	1,069,867	3,088	0	787,191	285,764

LONG TERM DEBT SCHEDULE - LT DEBT4

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-				0				0
	92	-				0				0
	93	-				0				0
	94	-				0				0
	95	-				0				0
	96	-				0				0
	97	-				0				0
	98	-				0				0
	99	-				0				0
	100	-				0				0
	101	-				0				0
	102	-				0				0
	103	-				0				0
	104	-				0				0
	105	-				0				0
	106	-				0				0
	107	-				0				0
	108	-				0				0
	109	-				0				0
	110	-				0				0
	111	-				0				0
	112	-				0				0
	113	-				0				0
	114	-				0				0
	115	-				0				0
	116	-				0				0
	117	-				0				0
	118	-				0				0
	119	-				0				0
	120	-				0				0
TOTALS				940,000	129,867	1,069,867	3,088	0	787,191	285,764

LONG TERM DEBT SCHEDULE - LT DEBTS
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				940,000	129,867	1,069,867	3,088	0	787,191	285,764

LONG TERM DEBT SCHEDULE - LT DEBT6
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				940,000	129,867	1,069,867	3,088	0	787,191	285,764

LONG TERM DEBT SCHEDULE - LT DEBT7
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				940,000	129,867	1,069,867	3,088	0	787,191	285,764

LONG TERM DEBT SCHEDULE - GRAND TOTALS
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2023	Interest Due FY 2023	Total Obligation Due FY 2023	Bond Reg./ Paying Agent Fees Due FY 2023	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	884,000	124,917	1,008,917	2,500	0	725,653	285,764
NON GO - TOTAL	56,000	4,950	60,950	588	0	61,538	0
GRAND - TOTAL	940,000	129,867	1,069,867	3,088	0	787,191	285,764

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: **WEST BRANCH**

The City Council will conduct a public hearing on the proposed Budget at: **110 N Poplar Street West Branch, IA 52358 Meeting Date: 3/21/2022 Meeting Time: 07:00 PM**

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	13.22028
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The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375
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At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(319) 643-5888

City Clerk/Finance Officer's NAME
Heidi Van Auken

		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources				
Taxes Levied on Property	1	2,043,736	1,999,684	1,916,098
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	2,043,736	1,999,684	1,916,098
Delinquent Property Taxes	4	0	0	685
TIF Revenues	5	599,780	533,606	486,296
Other City Taxes	6	317,179	293,657	337,574
Licenses & Permits	7	86,518	30,800	50,845
Use of Money and Property	8	11,500	15,600	26,338
Intergovernmental	9	1,979,867	1,340,187	827,828
Charges for Fees & Service	10	1,779,834	1,577,000	1,527,262
Special Assessments	11	0	0	0
Miscellaneous	12	31,000	30,800	132,067
Other Financing Sources	13	10,500,000	1,740,000	178,907
Transfers In	14	1,056,639	856,344	1,469,601
Total Revenues and Other Sources	15	18,406,053	8,417,678	6,953,501
Expenditures & Other Financing Uses				
Public Safety	16	903,810	782,904	644,494
Public Works	17	697,160	804,516	588,578
Health and Social Services	18	0	0	25,000
Culture and Recreation	19	731,590	730,168	587,469
Community and Economic Development	20	173,810	174,392	86,875
General Government	21	245,629	220,657	224,507
Debt Service	22	1,439,005	1,013,986	896,670
Capital Projects	23	4,189,467	725,000	281,268
Total Government Activities Expenditures	24	8,380,471	4,451,623	3,334,861
Business Type / Enterprises	25	7,838,061	1,606,051	809,314
Total ALL Expenditures	26	16,218,532	6,057,674	4,144,175
Transfers Out	27	1,056,639	856,344	1,469,601
Total ALL Expenditures/Transfers Out	28	17,275,171	6,914,018	5,613,776
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	1,130,882	1,503,660	1,339,725
Beginning Fund Balance July 1	30	6,018,325	4,514,665	3,174,940
Ending Fund Balance June 30	31	7,149,207	6,018,325	4,514,665

RESOLUTION 2022-25

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
IMPACT7G INC. TO ASSIST WITH THE DESIGN AND CONSTRUCTION OF AN SRF
SPONSORED PROJECT – WAPSI CREEK WIDENING

WHEREAS, The City of West Branch Sponsored Project application associated with Clean Water SRF project CS1920982-01 has been approved by the Iowa Environmental Protection Commission for \$719,000; and

WHEREAS, the City of West Branch proposes to utilize these funds to implement a water quality improvement project within the West Branch Wapsinonoc Creek Watershed based on the Watershed Assessment completed by Impact7G; and

WHEREAS, the proposed plan includes implementation of a series of water quality practices with and adjacent to the Wapsinonoc Creek south of East Main Street. This area is referred to as the “Gaskill Property Stream Enhancement area along the West Branch Wapsinonoc Creek” in the Watershed Assessment; and

WHEREAS, the project includes in-stream practices, re-meandering reaches, reconnecting the floodplain, buffer restoration and the creation of oxbows: and

WHEREAS, Impact7G will work closely with the City Engineer on the preliminary and final design, and construction monitoring: and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 21st day of March, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



Professional Services Agreement

Project:	West Branch SRF Sponsored Project Water Quality Project Design		
Property:	Wapsinonoc Creek	Date:	2/23/2022

Client:	City of West Branch, Iowa		
Contact:	Dave Schechinger, V&K Engineering, Acting West Branch City Engineer		
Address:	860 22nd Avenue, Suite 4		
City/State/Zip:	West Branch, IA 52358		
Phone:	(319) 466-1000		
Email:	dschechinger@v-k.net		

AGREEMENT made this February 23, 2022, by and between the service provider, Impact7G, Inc. ("Impact7G") and City of West Branch ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to assist the CLIENT with the design and construction of an SRF Sponsored Project.

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

NOW THEREFORE, the parties agree as follows:

1. **Project**

Impact7G agrees to provide professional services for the evaluation, design, permitting, engineering, and construction administration of the West Branch SRF Sponsored Project.

2. **Scope of Services**

The City of West Branch Sponsored Project application associated with Clean Water SRF project CS1920982-01 has been approved by the Iowa Environmental Protection Commission for \$719,000. The CLIENT proposes to utilize these funds to implement a water quality improvement project within the West Branch Wapsinonoc Creek Watershed based on the Watershed Assessment completed by Impact7G. The proposed plan includes implementation of a series of water quality practices within and adjacent to the Wapsinonoc Creek south of E. Main Street. This area is referred to in the Watershed Assessment as the "Gaskill Property Stream Enhancement area along the West Branch of Wapsinonoc Creek". This project includes in-stream practices, re-meandering reaches, reconnecting the floodplain, buffer restoration, and the creation of oxbows. Impact7G will

work closely with the CLIENT's Engineer (ENGINEER) on the Preliminary and Final Design, and Construction Monitoring.

The Scope of Work is as follows:

Task 1 Project and SRF Funding Management

1. Schedule a kick-off meeting to discuss the scope and nature of the project, identify stakeholders, and to refine the project's goals, objectives, and schedule.
2. Coordinate with SRF Sponsored Project staff to ensure completion of all items listed in the Project Milestone Checklist.
3. Site Visits with SRF Sponsored Project Staff through the project from pre-design, design, construction, and post construction (6 meetings)
4. Coordination of design including facilitating communication and transfer of documents to minimize errors in the plans and specifications as well as ensure a timely project design.
5. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
6. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
7. Work with disciplines to identify potential risks and how to mitigate those risks.
8. Review budget status including billed hours by design team and subcontractors and prepare invoice statements for Client.
9. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.
10. Coordinate with project partners to eliminate duplication of services.
11. Adjacent Landowner Research, Outreach and Access Coordination.

Task 2 Data Collection

1. Survey and Data Collection – Contact Iowa One Call and coordinate public utility locations with utility owners, including establishment of the existing right-of-way and property lines.
2. Drone photography and video collection.
3. Desktop review. Review of existing data, including LiDAR, available flood maps (FEMA, Iowa Flood Center), land use and watershed change over decades looking at historical aerial photos, etc. This includes a preliminary survey for wetlands.
4. Stream Assessment.
 - a. Field Survey. The Iowa DNR River Restoration Toolbox will be used to guide the Stream Assessment process. Impact7G will complete an in-channel

survey, collecting data sufficient for processing. Impact7G estimates 2-4 reaches in the impaired section and up to 1 reach in the Reference Reach for a total of 3-5 reaches. For each reach, Impact7G will complete existing conditions drawings, including active bed and reach composite pebble counts. Deliverable: Field Data Forms for Assessment Report.

- b. Existing Stream Conditions Assessment Report. The Iowa DNR River Restoration Toolbox and Stream Assessment data will be used to design distinct reaches in terms of slope, valley, stream order, stream classification, etc. The report will include the following items:
 - i. Toolbox spreadsheet with existing conditions
 - ii. Plan view drawing or aerial map showing reaches analyzed
 - iii. Profile view drawing(s) stationed
 - iv. Channel alignment geometry drawing(s)
 - v. Cross sections (riffles and pools)
 - vi. Provide a minimum of 3 site photos at low flow, showing vegetation
 - vii. Bankfull stage and discharge determination report
 - viii. Plotted cross sectional area and discharge on Iowa provisional regional curve
 - ix. Floodplain risk gradient map
 - x. Geomorphic Channel Assessment. This will include:
 - a. BANCS model developed using BEHI ratings for all banks within reach and near-bank stress determinations completed.
 - b. Pfankuch's stability analysis conducted for upstream supply reach and study reaches.
 - c. Supply reaches stable riffle cross section surveyed, and profile slope determined.
 - d. Flow durations versus stages analyzed, considering potential impacts to low-growing vegetation establishment.
 - xi. Sediment model report
- 5. Soils Investigation - Soil cores will be taken within the area of the proposed water quality project for the determination of percolation/infiltration rates based on soil properties including texture (sand, silt, clay), soil structure, and depth to water table. This information will be utilized in the water quality project design. Because water levels vary from season to season and from year to year, evaluating the soil characteristics is key to determining the seasonal high and "normal" water levels.
 - a. Soil cores will be taken within the area of the proposed water quality and nutrient reduction within the floodplain of the stream and a within

the proposed BMP practices for the determination of percolation/infiltration rates based on soil properties including texture (sand, silt, clay), soil structure and water table location. This information can be utilized by the Design Team, engineer, and the client for designing stormwater BMPs.

- b. For Soil Testing, a Giddings hydraulic soil coring rig, mounted on a John Deere Gator, will be used to extract continuous, solid-sediment cores to depths of up to 2 to 4 meters. At depths of some cores, saturated sediments may not be able to be recovered with the coring tubes. In those cases, a 7.6 cm (3 in) diameter auger will be used for the remainder of the core. Cores will be described in the field using standard Natural Resources Conservation Service (NRCS) terminology (Soil Survey Staff 2012).
 - c. A minimum of four (4) cores will be described in the field using standard Natural Resources Conservation Service (NRCS) terminology. Particular attention will be given to soil properties such as soil texture and structure, (correlates with infiltration/percolation rates) and to soil color which will indicate the presence or absences of a high-water table.
6. Wetland Delineation & Threatened or Endangered Species Preliminary Survey Permitting.
- a. Impact7G will identify existing wetlands throughout the project area, documenting their vegetation communities, hydrology and soils using the routine onsite determination method defined in the U.S. Army Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (USACE, 2010). All wetland areas and types will be documented to GIS with map, shapefile, and location information provided in digital formats.
 - b. Impact7G will survey wetland boundaries with a handheld GPS unit providing sub-meter accuracy and add survey information to GIS base map.
 - c. Threatened or Endangered Species Preliminary Survey
 - i. For any federal involvement, including the requirements of a Section 404 permit, coordination is required with the agencies for possible impacts to Threatened and Endangered Species under the U.S. Endangered Species Act of 1973. This investigation is intended to be conducted concurrently with a wetland field investigation. To identify likelihood of presence, preliminary desktop research will be undertaken followed by a field habitat study.
 - ii. All findings of habitat and species or communities of interest would be documented to GIS with mapping, shapefiles, AutoCAD, and location information provided in digital formats. A listing of all federal and state species by county will be included along with analysis of potential for presence by species.

- iii. If habitat or protected species are found to exist during the preliminary study, Impact7G will assist Client in identifying opportunities for minimizing species impacts and provide recommendations for additional surveys, and/or conservation measures.
 - iv. A request for Environmental Review for the project area will be submitted to Iowa Department of Natural Resources to ascertain the known presence of any protected species within the project vicinity.
- d. Wetland Delineation & T&E Report. The report shall include:
- i. A narrative of work completed, and wetland areas/other waters found.
 - ii. General and detailed maps showing the boundaries of the wetlands in relation to the proposed project.
 - iii. Delineation data sheets.
 - iv. GIS shapefile and/or georeferenced AutoCAD 2018 file of wetland areas and other waters.
 - v. T&E Survey Summary.
 - vi. Report content and format appropriate for regulatory submission and permitting related to Section 404, U.S. Clean Water Act and Section 401, Iowa Water Quality Certification.
- e. Assumptions:
- i. Waters of the U.S. have not been previously impacted as part of the proposed project and the Client is not currently in violation of the Clean Water Act.
 - ii. Wetland and T&E Field work is typically completed during the growing season from May 1 – October 1. If work must be completed outside of the growing season, findings may be considered preliminary until an additional site visit (beyond contract scope) can be completed during the growing season for verification of dominant vegetation, per USACE requirements. Additional cost may apply.
 - iii. Weather and field conditions will be adequate & appropriate for the completion of the plant and soil survey portion of the wetland delineation.
 - iv. Project areas currently in use for agricultural row-crop production cannot be more than 3 feet in height at the time of delineation to be considered appropriate field conditions. The presence of row crops, or any other crops, greater than 3 feet in height may necessitate excessive field times beyond contract scope. Additional cost may apply.
 - v. Within the project area, the ground will be able to be penetrated by a standard shovel and/or 1-inch soil probe. Frost must be less than 1 inch thick and snow cover will be less than 3 inches.

7. Intensive Phase I Archaeological Survey. Impact7G proposes to conduct an intensive Phase I archaeological survey for the proposed Wapsinonoc Creek restoration project at West Branch, Iowa. The project area consists of approximately 11.5 acres of alluvial landforms in mixed grass-covered, agricultural, and urban areas. Alluvial landforms in Iowa have potential for deeply buried archaeological sites, and deep site testing may be required by this project. The survey will be conducted by Branden K. Scott, a Secretary of the Interior-qualified archaeologist who will be assisted by archaeological field technicians. All survey and reporting will be consistent with methods outlined by the Association of Iowa Archaeologists guidelines (2020). This proposal does not include costs associated with advanced testing or documentation that might be required if significant archaeological sites are identified within the project area. Impact7G will inform the Client promptly if significant resources are identified. Impact7G proposes to complete the following tasks:
 - a. Utility locates prior to excavation work.
 - b. Comprehensive review of historic plat maps, historical records, archaeological site records, historic architectural inventories, and other pertinent information.
 - c. Synthesis of previous National Register recommendations for all archaeological sites within or near the project area.
 - d. Geoarchaeological investigations of the project area.
 - e. Detailed description of the project area, including maps and representative photographs.
 - f. Pedestrian survey of the project area in areas with greater than 25% ground surface visibility.
 - g. Subsurface testing of areas deemed to have potential for archaeological resources with inadequate (<25%) ground surface visibility or that have potential for deeply buried sites.
 - h. Preliminary evaluation of all encountered archaeological resources.
 - i. Analysis and interpretation of all identified artifacts.
 - j. Curation costs associated with any artifacts recovered.
 - k. National Register eligibility recommendations for all identified properties.
 - l. Preparation of Iowa Archaeological Site Forms for encountered archaeological properties.
 - m. Completion of a contract completion report that meets or exceeds guidelines for archaeological investigations in Iowa.

Task 3 – Planning and Design

1. Preliminary Design.
 - a. Proposed stream alignment and cross-sections. Work with the ENGINEER and provide them with a proposed alignment and representative cross-sections.
 - b. Provide to the ENGINEER concept design and details for water quality practices such as the proposed bioretention cells, prairie buffer, floodplain restoration and in-stream practices as determined in the data gathering phase.

- c. Prepare Preliminary Vegetation Plan including guidelines for establishment and long-term management. Develop planting selections to county-native level using Riverside Selection Planting Guide and planting / soil stabilization methods using RRTB Practice Guide 2, vegetative restoration. Provide short- and long-term maintenance plans.
 - d. Review 30% Plans and Specs provided by the ENGINEER.
 - e. Assist the ENGINEER with preparing "Opinion of Probable Costs".
2. Permitting
- a. Submit a joint application with 30% plans to USACE Rock Island District, Iowa DNR Floodplains, Iowa DNR Water Quality and Iowa DNR Sovereign Lands. Note, information needed for the floodplain permit will be provided by the ENGINEER. ENGINEER will provide modeling and/or other for NO-RISE certification and/or other information needed for the floodplain permit. See Item 4: Client Responsibilities
 - b. Other clearance requests, if necessary (USFWS, SHPO, Other).
3. Final Design
- a. Assist ENGINEER with Final Plans and Specifications.
 - b. Review final project drawings (60%, 90%, 100%).
 - c. Review final project bids specifications.

Task 4 – Public Outreach and Education

- 1. Public Meeting (1) – Lead a public meeting with handouts prior to the 60% review.
- 2. Design of Educational Material and Two (2) Educational Signs.

Task 5 – Construction Administration

- 1. Impact7G staff with Level 2 IDNR River Restoration Toolbox Training shall be on site during installation of stream practices to help with adaptive placement of practices, minor modifications, and interpretation and/or clarification of plans. A survey will be completed for verification of bankfull cross sectional widths and depths at riffles and pools, structure elevations, angles, and slopes (30 Visits).
- 2. Assist the ENGINEER with review of shop drawings & as-builts.
- 3. Act as initial interpreter of the requirements of the contract documents.
- 4. Attend construction progress Meetings.
- 5. Post-construction drone photography.

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 Property for Impact7G to perform the services; and
- (iii) Provide copies of any previously completed reports that may be pertinent to this Project.
- (iv) Provide the following:
 - a. Hydrology and hydraulics model development and report outputs from low-flow to 500-year stages for existing conditions.
 - b. Hydrology and hydraulics model development and report outputs from low-flow to 500-year stages for proposed conditions.
 - c. Adjacent Landowner Outreach and Access Coordination
Topographic Survey including surveying a detailed stream profile and tie-in of cross-sections.
 - d. Floodplain Permitting - A hydrology and hydraulics model may be required for floodplain permit to verify a no-rise at 100-year flood.
 - e. Provide Engineering services - Prepare final project drawings. For the stream restoration, drawings shall specify design ranges of each structure or technique, including maximum top elevations of crests, bank-intercepts and sills or keyways; planform / cross sectional / longitudinal slopes; sequencing; etc. using typical details and tables from RRTB Practice Guide.
 - f. Prepare final project specifications.
 - g. Develop Stormwater Pollution Prevention Plan and secure General Permit #2 coverage.
 - h. Prepare revised Opinion of Probable Cost based on final drawing and specifications.
 - i. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders, and Instructions to Bidders.
 - j. Construction Administration
 - i. Provide general administration of construction contract as CLIENT'S representative.
 - ii. Construction Staking
 - iii. Establish Field Controls
 - iv. Stake Construction Control Points
 - v. Visit site of construction at appropriate stages of construction to observe the Contractors work (20 Visits).
 - vi. Provide a Resident Project Representative to be on site during construction
 - vii. Review and process Contractor's application for payment.
 - viii. Attend Construction Progress Meetings.
 - ix. After Construction - Drone Topographic Survey and Photography

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 Not to Exceed Cost of One Sixty-Four Thousand Three Hundred (\$164,300) 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 – Project & SRF Funding Management	LS	\$29,400
Task 2 – Data Collection	LS	\$64,400
Task 3 – Planning and Design	LS	\$22,700
Task 4 – Public Outreach and Education	LS	\$20,200
Task 5 – Construction Administration	T&M (to a max)	\$27,600
	TOTAL	\$164,300

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 the limit of Impact7G's coverage. 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: 2/23/2022

Date: _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 21, 2022
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AGENDA ITEM:	Resolution 2022-26 – Authorizing the City Administrator to enter into a contract with Lighthouse Hotel Development Group for the purpose of a Hotel Feasibility Study in the amount of \$7,700.00.
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PREPARED BY:	City Administrator, Adam Kofoed
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DATE:	March 14, 2022
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BACKGROUND INFORMATION:

A hotel feasibility study is needed for a bank to loan money to a hotel franchise company. The City Administrator received four bids from multiple companies. Two came it at \$10,000 and two at the \$7,500 range.

The City Administrator is recommending Don Klain from Lighthouse Hospitality Group. Their price is \$7,700 and they have experience in the hotel management development, where they identify local figures instead of regional data. They are recommended from the City Administrator of Sergeant Bluffs and the company is located in Muskego, Wisconsin.

Samples of their studies are available upon request.

RESOLUTION 2022-26

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR ENTER INTO A
CONTRACT WITH LIGHTHOUSE HOTEL DEVELOPMENT GROUP FOR THE PURPOSE
OF A HOTEL FEASIBILITY STUDY IN THE AMOUNT OF \$7,700.00

WHEREAS, the City of West Branch has interest in attracting a hotel to the community to increase tourism and economic development; and

WHEREAS, there has been interest from a hotel franchise to build in West Branch; and

WHEREAS, as a hotel feasibility study is needed for a bank to loan money to a hotel franchise company; and

WHEREAS, the City Administrator received four bids from companies that provide this service and is recommending Lighthouse Hotel Development Group to perform the study; and

WHEREAS, the cost to the City of West Branch will not exceed \$7,700; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa approves the contract price from Lighthouse Hotel Development Group for the purpose of a hotel feasibility study. Further, the City Administrator is directed to execute the agreement on behalf of the City.

Passed and approved this 21st day of March, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



March 4, 2022

Adam Kofoed
City Administrator, West Branch, Iowa
110 N Poplar St.
West Branch, Iowa 52358

Dear Adam

I have prepared an engagement proposal regarding market research for the potential development of a limited service hotel to be located in West Branch, Iowa. Lighthouse Hotel Development Group can assist you with market research, brand selection, determining the size, style as well as development of the proposed hotel. The scope of the study will include:

- *Market Overview
- *Site Analysis
- *Supply Analysis
- *Demand Analysis
- *Financial Review
- *Conclusions
- *Executive Summary

TIMING

Your market study is scheduled based upon the accepted return of this engagement letter and receipt of the retainer check.

Lighthouse Hotel Development Group will present preliminary findings after all the field work research is completed. This should be approximately four weeks from the start of the research.

A final comprehensive Market Research Report should be completed within 45 to 60 days of the start of the project.

FEES

Lighthouse Hotel Development Group's fee for a limited service hotel market study for the West Branch, IA site is \$7700.00. A retainer of 50% (\$3850.00) will be due with the signed engagement letter. The balance of \$3850.00 will be due upon receipt of the completed final comprehensive Market Research Report.

ENGAGEMENT

To engage Lighthouse Hotel Development Group, simply sign this letter and send it along with the retainer check payable to Lighthouse Hotel Development Group to the following address:

Lighthouse Hotel Development Group
S77 W17015 Casey Drive
Muskego, WI 53150

Please proceed with the limited service Hotel Market Study for the West Branch, Iowa site

ACCEPTED BY: _____

TITLE: _____

COMPANY NAME: _____

DATE: _____

Sincerely,

Don Klain
Lighthouse Hotel Development Group
President
414-630-7554

RESOLUTION 2022-27

RESOLUTION APPROVING 28E AGREEMENTS BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE BOARDS OF TRUSTEES OF CASS, GOWER, GRAHAM, IOWA, SCOTT AND SPRINGDALE TOWNSHIPS FOR THE PURPOSES OF FIRE PROTECTION AND AID AND ASSISTANCE FOR OTHER EMERGENCIES OR DISASTERS RELATING TO LIFE AND PROPERTY, OR HAZARDOUS MATERIALS.

WHEREAS, it is in the best interest of the City of West Branch and Cass, Gower, Graham, Iowa, Scott and Springdale Townships to have a joint agreement for the purpose of providing fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have updated agreements in place to provide these services to the various townships; 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 28E Agreements are hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 21st day of March, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 3rd day of February, 2022, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Cass Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property, and or hazardous materials.

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of Cass Township that the said protection be provided by the providing agency to the Township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Cass Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of February 3rd, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2022, the sum of \$5,622.00 which shall be for the period running to July 1, 2023, and \$5,622.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
6. **INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including deaths at any time resulting therefrom by any person or persons or on account of

damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Township, and also file copies of such insurance contracts with the townships.

A. General Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence
2. Property Damage Liability - \$4,000,000.00 each occurrence

B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

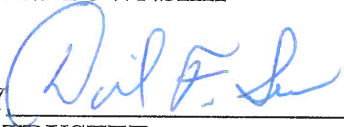
This agreement made and entered into this 3rd day of February, 2022, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

BY _____
MAYOR

BY _____
CITY CLERK

CASS TOWNSHIP

BY 
TRUSTEE

BY  STEVE AGNEW
TRUSTEE

BY Larry Glick (by Rebecca Bohds. Clerk)
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 3rd day of February, 2022, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Gower Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property, and or hazardous materials.

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of Gower Township that the said protection be provided by the providing agency to the Township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Gower Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of February 3rd, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2022, the sum of \$33,984.00 which shall be for the period running to July 1, 2023, and \$33,984.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
6. **INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including deaths at any time resulting therefrom by any person or persons or on account of

damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Township, and also file copies of such insurance contracts with the townships.

A. General Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence
2. Property Damage Liability - \$4,000,000.00 each occurrence

B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

This agreement made and entered into this 3rd day of February, 2022, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

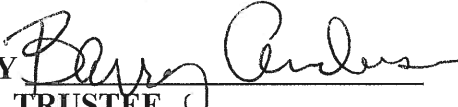
CITY OF WEST BRANCH


BY _____
MAYOR

BY _____
CITY CLERK

GOWER TOWNSHIP

BY 
TRUSTEE

BY 
TRUSTEE

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 3rd day of February, 2022, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Graham Township, Johnson County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property, and or hazardous materials.

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of Graham Township that the said protection be provided by the providing agency to the Township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Graham Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of February 3rd, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2022, the sum of \$20,248.00 which shall be for the period running to July 1, 2023, and \$20,248.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
6. **INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including deaths at any time resulting therefrom by any person or persons or on account of

damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Township, and also file copies of such insurance contracts with the townships.

A. General Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence
2. Property Damage Liability - \$4,000,000.00 each occurrence

B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

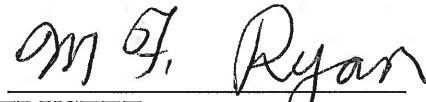
This agreement made and entered into this 3rd day of February, 2022, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH


GRAHAM TOWNSHIP

BY _____
MAYOR

BY  _____
TRUSTEE

BY  _____
TRUSTEE

BY _____
CITY CLERK

BY  _____
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 3rd day of February, 2022, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Iowa Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property, and or hazardous materials.

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of Iowa Township that the said protection be provided by the providing agency to the Township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Iowa Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of February 3rd, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2022, the sum of \$9,146.00 which shall be for the period running to July 1, 2023, and \$9,146.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
6. **INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including deaths at any time resulting therefrom by any person or persons or on account of

damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Township, and also file copies of such insurance contracts with the townships.

A. General Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence
2. Property Damage Liability - \$4,000,000.00 each occurrence


B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.


This agreement made and entered into this 3rd day of February, 2022, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

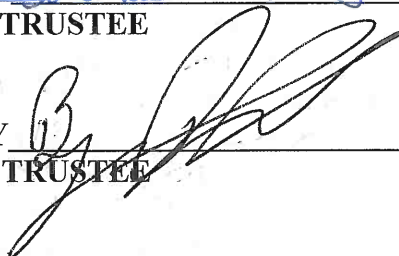
IOWA TOWNSHIP

BY _____
MAYOR

BY 
TRUSTEE

BY 
TRUSTEE

BY _____
CITY CLERK

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 3rd day of February, 2022, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Scott Township, Johnson County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property, and or hazardous materials.

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of Scott Township that the said protection be provided by the providing agency to the Township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Scott Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of February 3rd, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2022, the sum of \$87,135.00 which shall be for the period running to July 1, 2023, and \$87,135.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
6. **INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including deaths at any time resulting therefrom by any person or persons or on account of

damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Township, and also file copies of such insurance contracts with the townships.

A. General Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence
2. Property Damage Liability - \$4,000,000.00 each occurrence

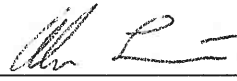
B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

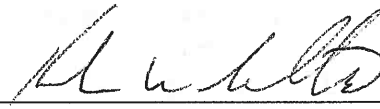
This agreement made and entered into this 3rd day of February, 2022, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

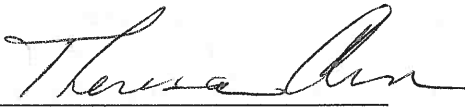
SCOTT TOWNSHIP

BY _____
MAYOR

BY 
TRUSTEE

BY 
TRUSTEE

BY _____
CITY CLERK

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 3rd day of February, 2022, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Springdale Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property, and or hazardous materials.

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of Springdale Township that the said protection be provided by the providing agency to the Township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Springdale Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of February 3rd, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2022, the sum of \$35,103.00 which shall be for the period running to July 1, 2023, and \$35,103.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
6. **INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including deaths at any time resulting therefrom by any person or persons or on account of

damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Township, and also file copies of such insurance contracts with the townships.

A. General Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. Bodily Injury Liability - \$4,000,000.00 each occurrence
2. Property Damage Liability - \$4,000,000.00 each occurrence

B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

This agreement made and entered into this 3rd day of February, 2022, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

SPRINGDALE TOWNSHIP

BY _____
MAYOR

BY Richard Paulsen
TRUSTEE

BY Mark Owen
TRUSTEE

BY _____
CITY CLERK

BY J.R. Owen
TRUSTEE

RESOLUTION 2022-28

A RESOLUTION AUTHORIZING AN INTERNAL LOAN AND APPROVING THE PURCHASE
OF A PIERCE VELOCITY PUC TANKER PUMPER BY THE CITY OF WEST BRANCH, IOWA
FROM RELIANT FIRE APPARATUS, INC., TO BE USED BY THE WEST BRANCH FIRE
DEPARTMENT

WHEREAS, the West Branch Fire Department needs a new firefighting pumper truck; and

WHEREAS, the City of West Branch held an "open bidding process" (a public competitive procurement process); and

WHEREAS, Reliant Fire Apparatus, Inc. is the contractor of choice to be awarded the contract for the specified apparatus; and

WHEREAS, the purchase price of the new pumper truck is \$848,868.00 and if the West Branch Fire Department elects to make a 100 percent payment, will receive a \$35,575.00 discount; and

WHEREAS, the City Administrator reviewed the contract content and in order to receive the discount of \$35,575.00, recommends buying the \$813,293.00 apparatus at the onset; and

WHEREAS, the Fire Department will be borrowing from Hotel/Motel and Local Option Sales Tax listed in the above item and will pay back all funds by the end of Fiscal Year 2024; and

WHEREAS, revenue to pay for the new pumper truck will derive from Fire Department savings (\$687,000), Hotel/Motel (\$35,000), Local Option Sales Tax (\$90,000), selling of an existing truck (\$34,000) and future budget allocations of the Fire Department; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, whom fully supports, approves, and authorizes the Fire Chief with assistance from the City Administrator and Finance Officer to execute any and all documents pertaining to the purchase of a Pierce Velocity PUC Tanker Pumper from Reliant Fire Apparatus, Inc.

Passed and approved this 21st day of March, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

RELIANT FIRE APPARATUS, INC.

P.O. BOX 470 • SLINGER, WISCONSIN 53086 • PHONE (262) 297-5020



3/3/2022

West Branch Fire Department
Chief Kevin Stoolman
105 S. 2nd Street
West Branch, IA 52358

Proposal Detail: Reliant Fire Apparatus Proposal #743 dated 3/3/2022 for one (1) Pierce Velocity PUC Tanker.

Dear Chief Stoolman,

Thank you for the opportunity to present this Proposal Detail to the West Branch Fire Department. Attached you will find the completed proposal for the apparatus to be furnished. The pricing information for the Proposal Detail is as follows:

Pricing Summary:

Base Unit Price Prior to Payment Discount Options Detailed Below: \$848,868.00

100% Prepayment Option:

Should the West Branch Fire Department elect to make 100% payment prior to **July 15, 2022**, with a **contract execution date of 4/1/2022**, an advanced payment discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Payment Discount:	\$848,868.00
Less Advanced Payment Discount:	<u>\$(35,575.00)</u>
Contract Purchase Price:	<u>\$813,293.00</u>

Progress Payment Option:

Should the West Branch Fire Department elect to make a chassis progress payment a discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Progress Payment Discount:	\$848,868.00
Less Chassis Progress Payment Discount:	<u>\$(13,968.00)</u>
Contract Purchase Price:	<u>\$834,900.00</u>

Chassis progress payment due will be in the amount of \$465,620.00.

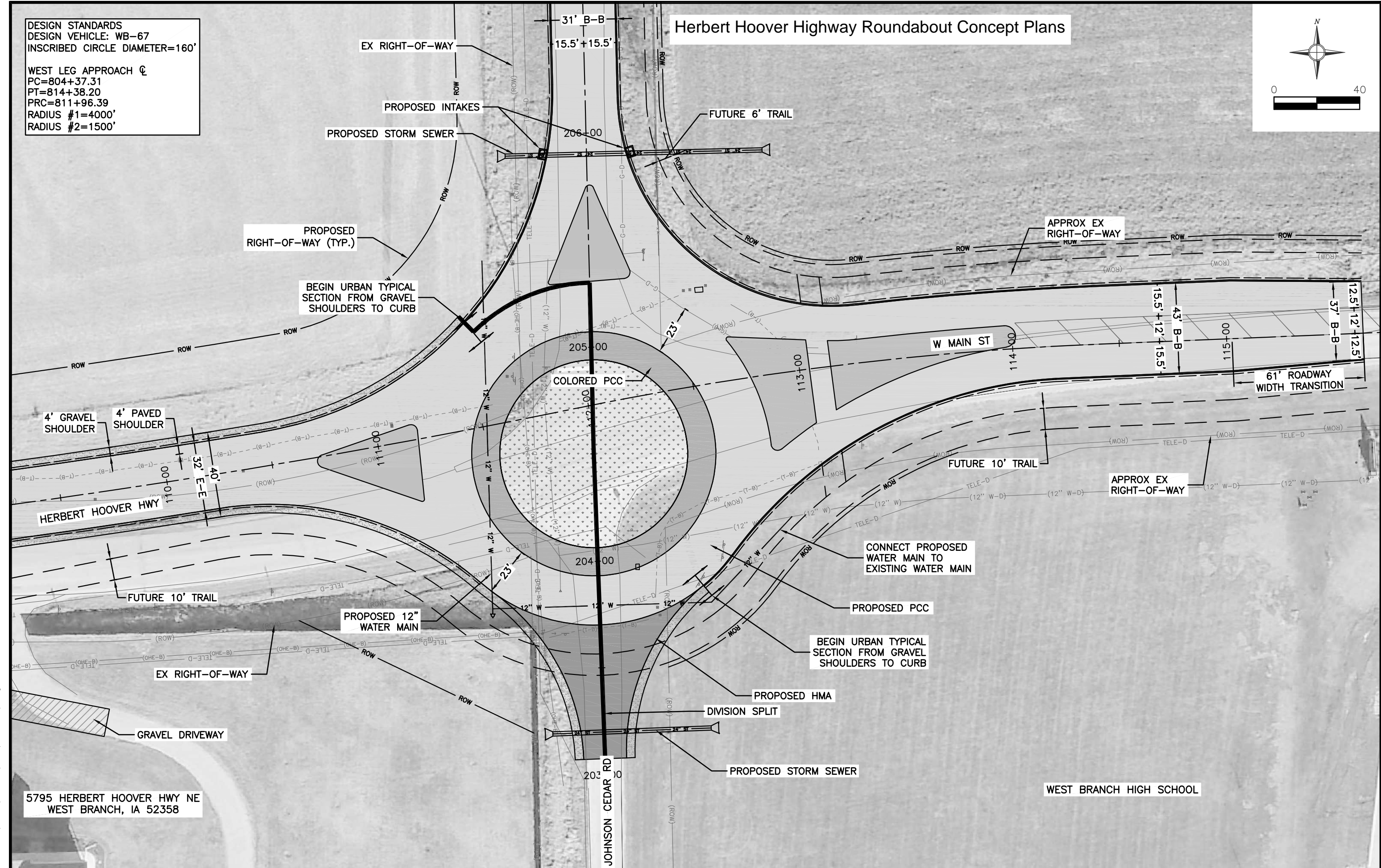
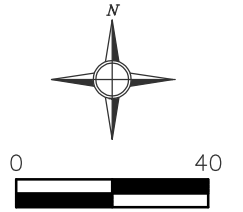
Other Payment Option:

The above prepayment options are the most common taken. However, custom prepayment options are available on any funds prepaid prior to their due dates. Should the opportunity exist to have other

DESIGN STANDARDS
DESIGN VEHICLE: WB-67
INSCRIBED CIRCLE DIAMETER=160'

WEST LEG APPROACH C
PC=804+37.31
PT=814+38.20
PRC=811+96.39
RADIUS #1=4000'
RADIUS #2=1500'

Herbert Hoover Highway Roundabout Concept Plans



5795 HERBERT HOOVER HWY NE
WEST BRANCH, IA 52358

WEST BRANCH HIGH SCHOOL

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**2021 F44/HERBERT HOOVER HIGHWAY NE AND JOHNSON CEDAR ROAD NE
INTERSECTION EXHIBIT - ROUNDABOUT
OPINION OF PROBABLE CONSTRUCTION COSTS - 2-18-2022**

ITEM NO.	ITEM CODE	ITEM	UNIT	JOHNSON CO.	WEST BRANCH	TOTAL	COST			
							UNIT PRICE	JOHNSON CO.	WEST BRANCH	TOTAL
1	2101-0850001	CLEAR+GRUB	EACH	5	3	8	\$ 1,000.00	\$ 5,000.00	\$ 3,000.00	\$ 8,000.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	15469.3	5132.2	20601.5	\$ 10.00	\$ 154,693.00	\$ 51,322.22	\$ 206,015.22
3	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	1400.9	506.7	1907.6	\$ 5.00	\$ 7,004.50	\$ 2,533.50	\$ 9,538.00
4	2113-0001100	SUBGRADE STABIL MAT'L, POLYMER GRID	SY	957.7	784.2	1741.9	\$ 6.00	\$ 5,746.20	\$ 4,705.20	\$ 10,451.40
5	2115-0100000	MODIFIED SUBBASE, 6"	CY	798.1	653.5	1451.6	\$ 35.00	\$ 27,933.50	\$ 22,872.50	\$ 50,806.00
6	2210-0475290	MACADAM STONE FOR SOFT SPOTS	CY	159.6	130.7	290.3	\$ 40.00	\$ 6,384.00	\$ 5,228.00	\$ 11,612.00
7	2213-7100400	RELOCATION OF MAILBOX	EACH	1.0	0.0	1.0	\$ 200.00	\$ 200.00	\$ -	\$ 200.00
8	2301-1033090	PCC PAVEMENT, CLASS A, CLASS 3, 9"	SY	4019.8	3310.8	7330.6	\$ 50.00	\$ 200,990.00	\$ 165,540.00	\$ 366,530.00
9	2301-1033090	PCC PAVEMENT, CLASS A, CLASS 3, 9", COLORED	SY	232.1	230.2	462.3	\$ 125.00	\$ 29,013.33	\$ 28,771.53	\$ 57,784.86
10	2301-4875006	MEDIAN, PCC, 6"	SY	110.8	421.2	532.0	\$ 80.00	\$ 8,864.00	\$ 33,696.00	\$ 42,560.00
11	2301-6911722	PCC PAVEMENT SAMPLES	LS	0.55	0.45	1.0	\$ 4,000.00	\$ 2,200.00	\$ 1,800.00	\$ 4,000.00
12	2303-0000100	HOT MIX ASPHALT MIXTURE, COMMERCIAL MIX	TON	63.4	63.4	126.8	\$ 150.00	\$ 9,510.00	\$ 9,510.00	\$ 19,020.00
13	2312-8260201	GRAVEL SHOULDER, 4"	TON	185.7	8.4	194.1	\$ 30.00	\$ 5,571.00	\$ 252.00	\$ 5,823.00
14	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	123.2	0.0	123.2	\$ 30.00	\$ 3,696.00	\$ -	\$ 3,696.00
15	2123-7450020	SHOULDER FINISHING, EARTH	STA	19.9	9.8	29.7	\$ 175.00	\$ 3,482.50	\$ 1,715.00	\$ 5,197.50
16	2402-0425031	GRANULAR BACKFILL	TON	77.0	77.0	154.0	\$ 35.00	\$ 2,695.00	\$ 2,695.00	\$ 5,390.00
17	2402-2720100	EXCAVATION, CL 20, RDWY PIPE CULV	CY	83.3	84.4	167.7	\$ 10.00	\$ 833.00	\$ 844.00	\$ 1,677.00
18	2417-0225018	APRONS, METAL, 18 IN. DIA.	EACH	2.0	0.0	2.0	\$ 295.00	\$ 590.00	\$ -	\$ 590.00
19	2417-0225024	APRONS, RCP, 24 IN. DIA.	EACH	1.0	1.0	2.0	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 4,200.00
20	2417-1060024	CULVERT, CORRUGATED METAL ENTRANCE PIPE, 18 IN. DIA.	LF	30.0	0.0	30.0	\$ 50.00	\$ 1,500.00	\$ -	\$ 1,500.00
21	2417-1040018	CULVERT, REINFORCED CONCRETE PIPE, 24 IN. DIA.	LF	95.0	95.0	190.0	\$ 85.00	\$ 8,075.00	\$ 8,075.00	\$ 16,150.00
22	2435-0250700	INTAKE, SW-507	EACH	0.0	2.0	2.0	\$ 5,500.00	\$ -	\$ 11,000.00	\$ 11,000.00
23	2502-8212034	SUBDRAIN, LONGITUDINAL (SHOULDER) 4 IN. DIA.	LF	1892.1	1162.4	3054.5	\$ 4.50	\$ 8,514.45	\$ 5,230.62	\$ 13,745.07
24	2502-8221306	SUBDRAIN OUTLET, DR-306	EACH	5.0	3.0	8.0	\$ 350.00	\$ 1,750.00	\$ 1,050.00	\$ 2,800.00
25	2507-3250005	ENGINEERING FABRIC	SY	45.0	45.0	90.0	\$ 20.00	\$ 900.00	\$ 900.00	\$ 1,800.00
26	2507-6800061	REVETMENT, CLASS E	TON	50.0	50.0	100.0	\$ 70.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00
27	2510-6745850	PAVEMENT REMOVAL	SY	3173.6	1955.4	5129.0	\$ 8.00	\$ 25,388.80	\$ 15,643.20	\$ 41,032.00
28	2519-4200090	REMOVAL AND REINSTALL FENCE, 6' HEIGHT	LF	260	0	260	\$ 50.00	\$ 13,000.00	\$ -	\$ 13,000.00
29	2524-9325150	SIGNS	LS	0.50	0.50	1.0	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
30	2526-8285000	CONSTRUCTION SURVEY	LS	0.55	0.45	1.0	\$ 15,000.00	\$ 8,250.00	\$ 6,750.00	\$ 15,000.00
31	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	45.6	25.2	70.8	\$ 50.00	\$ 2,280.00	\$ 1,260.00	\$ 3,540.00
32	2527-9263137	PAINTED SYMBOL+LEGEND, WATERBORNE	EACH	4.00	4.00	8.0	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
33	2533-4980005	MOBILIZATION	LS	0.55	0.45	1.0	\$ 90,000.00	\$ 49,500.00	\$ 40,500.00	\$ 90,000.00
34	2554-0114012	WATER MAIN, TRENCHED, 12" PVC	LF	0.0	319.8	319.8	\$ 85.00	\$ -	\$ 27,183.00	\$ 27,183.00
35	2554-0202200	FITTINGS BY WEIGHT	LBS	0.0	456.0	456.0	\$ 15.00	\$ -	\$ 6,840.00	\$ 6,840.00
36	2528-8445110	TRAFFIC CONTROL	LS	0.6	0.5	1.0	\$ 30,000.00	\$ 16,500.00	\$ 13,500.00	\$ 30,000.00
37	2599-9999005	REMOVE AND REINSTALL FIRE HYDRANT	EACH	0.0	1.0	1.0	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00
38	2599-9999009	REMOVAL OF CULVERT	LF	28.0	28.0	56.0	\$ 25.00	\$ 700.00	\$ 700.00	\$ 1,400.00
39	2599-9999009	REMOVAL OF WATER MAIN	LF	0.0	249.0	249.0	\$ 20.00	\$ -	\$ 4,980.00	\$ 4,980.00
40	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	1.7	0.9	2.6	\$ 2,625.00	\$ 4,462.50	\$ 2,362.50	\$ 6,825.00
41	2601-2636070	HYDRAULIC SEEDING, PERMANENT RURAL	ACRE	1.7	0.9	2.6	\$ 600.00	\$ 1,020.00	\$ 540.00	\$ 1,560.00
42	2602-0000020	SILT FENCE	LF	1780	760	2540	\$ 2.00	\$ 3,560.00	\$ 1,520.00	\$ 5,080.00
43	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1780	760	2540	\$ 0.50	\$ 890.00	\$ 380.00	\$ 1,270.00
44	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN DIA.	LF	440	440	880	\$ 2.00	\$ 880.00	\$ 880.00	\$ 1,760.00
45	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	440	440	880	\$ 0.50	\$ 220.00	\$ 220.00	\$ 440.00
46	2602-0010010	MOBILIZATION, EROSION CONTROL	EACH	1	1	2	\$ 650.00	\$ 650.00	\$ 650.00	\$ 1,300.00
47	2602-0010020	MOBILIZATION, EMERGENCY EROSION CONTROL	EACH	1	1	2	\$ 950.00	\$ 950.00	\$ 950.00	\$ 1,900.00
48	9999-0000001	PERMANENT ACQUISITION	SF	62303.3	20477.2	82780.5	\$ 0.23	\$ 14,329.76	\$ 4,709.76	\$ 19,039.52
49	9999-0000003	LIGHTING	LS	0.5	0.5	1.0	\$ 33,000.00	\$ 16,500.00	\$ 16,500.00	\$ 33,000.00
							SUBTOTAL	\$ 671,826.54	\$ 526,909.03	\$ 1,198,735.57
							15% CONTINGENCY	\$ 100,773.98	\$ 79,036.35	\$ 179,810.34
							TOTAL	\$ 772,600.52	\$ 605,945.38	\$ 1,378,545.91

Cost Estimate	\$	1,380,000
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Estimated Construction Cost Share	
Div I (Jo Co)	Div II (WB)
\$774,000	\$606,000
56%	44%

TASK		TASK TOTALS	SUB EXPENSE	ENGINEER VI	ENGINEER IV	ENGINEER TECH IV	ENGINEER TECH II	SURVEYOR IV	SURVEYOR II	SURVEY FIELD WORK	DOCUMENT SPECIALIST IV	Div I (Jo Co)	Div II (WB)		
	Cost/hour			\$180.00	\$148.00	\$140.00	\$95.00	\$154.00	\$102.00	\$160.00	\$90.00				
A	Project Management			8							2				
	Monitor scope, budget and schedule	\$1,620.00		6								\$907.20	\$712.80		
	Project Meetings	\$1,080.00										\$604.80	\$475.20		
	Subtotal (HOURS)	16		14	0	0	0	0	0	0	2				
	Subtotal (DOLLARS)	\$2,700.00		\$2,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00				
B	Information and Data Gathering														
	Topographic Survey	\$1,484.00							2	8		\$0.00	\$1,484.00		
	Boundary Survey	\$1,358.00						4	1	4		\$0.00	\$1,358.00		
	Utility Coordination	\$1,166.00		2	2		2			2		\$652.96	\$513.04		
	Review of Ely Road Roundabout Plans	\$1,200.00		2		6						\$672.00	\$528.00		
	Subtotal (HOURS)	35		4	2	6	2	4	3	14	0				
	Subtotal (DOLLARS)	\$5,208.00		\$720.00	\$296.00	\$840.00	\$190.00	\$616.00	\$306.00	\$2,240.00	\$0.00				
C	Right of Way Acquisitions						2	2		4		\$1,138.00	\$0.00		
	Plats and Exhibits	\$1,138.00		1	1				1	4		\$1,070.00	\$0.00		
	Assistance with Acquisitions	\$1,070.00		1	1	0	2	2	1	8	0				
	Subtotal (HOURS)	15		1	1	0	2	2	1	8	0				
	Subtotal (DOLLARS)	\$2,208.00		\$180.00	\$148.00	\$0.00	\$190.00	\$308.00	\$102.00	\$1,280.00	\$0.00				
D	Permits						2				1				
	NPDES Permit	\$280.00		0	0	0	2	0	0	0	1	\$156.80	\$123.20		
	Subtotal (HOURS)	3		0	0	0	2	0	0	0	1				
	Subtotal (DOLLARS)	\$280.00		\$0.00	\$0.00	\$0.00	\$190.00	\$0.00	\$0.00	\$0.00	\$90.00				
E	Preliminary Plans						1								
	Cover Page	\$95.00										\$53.20	\$41.80		
	SWPPP	\$95.00					1					\$53.20	\$41.80		
	Typical Sections	\$1,140.00					12					\$638.40	\$501.60		
	Plan and Profiles	\$8,580.00		1		60						\$4,804.80	\$3,775.20		
	Right of Way Easement Sheets	\$380.00					4					\$212.80	\$167.20		
	Traffic Control and Phasing	\$1,320.00		1			12					\$739.20	\$580.80		
	Intersection Details	\$11,200.00				80						\$6,272.00	\$4,928.00		
	Culvert Plan and Profile	\$2,280.00					24					\$1,276.80	\$1,003.20		
	Pavement Marking and Signage Plan	\$1,520.00					16					\$851.20	\$668.80		
	Lighting Plan and Details	\$5,844.00		1	28		16					\$3,272.64	\$2,571.36		
	Detailed Cross Sections	\$1,300.00		1		8						\$728.00	\$572.00		
	Cost Opinion	\$772.00		1	4			0	0	0	0	\$432.32	\$339.68		
	Subtotal (HOURS)	271		5	32	148	86	0	0	0	0				
	Subtotal (DOLLARS)	\$34,526.00		\$900.00	\$4,736.00	\$20,720.00	\$8,170.00	\$0.00	\$0.00	\$0.00	\$0.00				
	F	Check Plans										0			
		Cover Page (Update)	\$95.00					1					\$53.20	\$41.80	
SWPPP (Update)		\$0.00										\$0.00	\$0.00		
General Notes		\$95.00					1					\$53.20	\$41.80		
Typical Sections (Update)		\$95.00					1					\$53.20	\$41.80		
Quantity and Estimate Reference		\$5,392.00		2	34							\$3,019.52	\$2,372.48		
Plan and Profiles (Update)		\$560.00				4						\$313.60	\$246.40		
Control Points and Alignment Information		\$560.00										\$313.60	\$246.40		
Right of Way Easement Sheets (Update)		\$190.00					2					\$106.40	\$83.60		
Traffic Control and Phasing (Update)		\$370.00		1			2					\$207.20	\$162.80		
Driveway and Intersection Details (Update)		\$1,120.00				8						\$627.20	\$492.80		
Jointing Plan		\$1,680.00				12						\$940.80	\$739.20		
Culvert Plan and Profile (Update)		\$296.00			2							\$165.76	\$130.24		
Pavement Marking and Signage Plan (Update)		\$190.00					2					\$106.40	\$83.60		
Lighting Plan and Details		\$148.00			1							\$82.88	\$65.12		
Removals		\$190.00					2					\$106.40	\$83.60		
Erosion Control		\$380.00					4					\$212.80	\$167.20		
Special Details		\$0.00										\$0.00	\$0.00		
Detailed Cross Sections (Update)		\$560.00				4						\$313.60	\$246.40		
Cost Opinion		\$952.00		2	4							\$533.12	\$418.88		
Check Plan and Field Review	\$1,440.00		8								\$806.40	\$633.60			
	Subtotal (HOURS)	101		13	41	32	15	0	0	0	0				
	Subtotal (DOLLARS)	\$14,313.00		\$2,340.00	\$6,068.00	\$4,480.00	\$1,425.00	\$0.00	\$0.00	\$0.00	\$0.00				
G	Final Plans														
	Address Review Comments	\$4,144.00		6	8	8	8					\$2,320.64	\$1,823.36		
	Cost Opinions	\$296.00			2							\$165.76	\$130.24		
	Subtotal (HOURS)	32		6	10	8	8	0	0	0	0				
	Subtotal (DOLLARS)	\$4,440.00		\$1,080.00	\$1,480.00	\$1,120.00	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00				
H	Bid Letting Services														
	Proposal Items	\$4,064.00		16	8							\$2,275.84	\$1,788.16		
	Special Provisions	\$720.00		4								\$403.20	\$316.80		
	Answer Questions and Addenda	\$2,818.00		6	6		8				1	\$1,578.08	\$1,239.92		
	Subtotal (HOURS)	49		26	14	0	8	0	0	0	1				
	Subtotal (DOLLARS)	\$7,602.00		\$4,680.00	\$2,072.00	\$0.00	\$760.00	\$0.00	\$0.00	\$0.00	\$90.00				
PROJECT TOTAL (HOURS)		522		69	100	194	123	6	4	22	4	\$	39,295.12	\$	31,981.88
PROJECT TOTAL (DOLLARS)		\$71,277.00	\$0.00	\$12,420.00	\$14,800.00	\$27,160.00	\$11,685.00	\$924.00	\$408.00	\$3,520.00	\$360.00				
SUBCONSULTANT SERVICES FEE		\$0.00										Div I only items	Div II only items		
ANDERSON BOGERT FEE		\$71,277.00										\$2,208.00	\$2,842.00		
TOTAL ESTIMATED NOT TO EXCEED FEE		\$71,277.00													

Exhibit B
Herbert Hoover Highway/Johnson Cedar Road Roundabout Amendment No. 1 Design Fees

Resource Allocation Estimate
Anderson-Bogert Engineers and Surveyors, Inc.
December 9, 2021

Cost Estimate \$ 1,380,000

Estimated Construction Cost Share	
Div I (Jo Co)	Div II (WB)
\$774,000	\$606,000
56%	44%

TASK		TASK TOTALS	SUB EXPENSE	ENGINEER VI	ENGINEER IV	ENGINEER II	SURVEYOR IV	SURVEYOR II	SURVEY FIELD WORK
Cost/hour				\$188.00	\$148.00	\$108.00	\$161.00	\$107.00	\$167.00
1	Project Management								
	Coordination between Johnson County, City of West Branch/V&K	\$2,960.00		10		10			
	Subtotal (HOURS)	20		10	0	10	0	0	0
	Subtotal (DOLLARS)	\$2,960.00		\$1,880.00	\$0.00	\$1,080.00	\$0.00	\$0.00	\$0.00
3	Right of Way Acquisitions								
	Plats and Exhibits	\$14,332.00		4		8	24	64	12
	Assistance with Acquisitions	\$4,327.00		8	8	8		1	4
	Appraisals and Acquisitions (Johnson County)	\$14,040.00	\$14,040.00						
	Subtotal (HOURS)	141		12	8	16	24	65	16
	Subtotal (DOLLARS)	\$32,699.00	\$14,040.00	\$2,256.00	\$1,184.00	\$1,728.00	\$3,864.00	\$6,955.00	\$2,672.00
4	Permits								
	Water main permit (West Branch)	\$836.00		1		6			
	Subtotal (HOURS)	7		1	0	6	0	0	0
	Subtotal (DOLLARS)	\$836.00		\$188.00	\$0.00	\$648.00	\$0.00	\$0.00	\$0.00
5	Concepting								
	Concepting	\$4,208.00		4		32			
	Cost Estimates	\$1,024.00		2		6			
	Subtotal (HOURS)	44		6	0	38	0	0	0
	Subtotal (DOLLARS)	\$5,232.00		\$1,128.00	\$0.00	\$4,104.00	\$0.00	\$0.00	\$0.00
	Preliminary Plans								
	Storm Sewer and Drainage Analysis (West Branch)	\$4,924.00		1	32				
	Water Main Plan and Profile (West Branch)	\$2,556.00		1	16				
	Subtotal (HOURS)	50		2	48	0	0	0	0
	Subtotal (DOLLARS)	\$7,480.00		\$376.00	\$7,104.00	\$0.00	\$0.00	\$0.00	\$0.00
	Check Plans								
	Storm Sewer and Water Main Tabulations/Estimate Reference (West B	\$1,076.00		1	6				
	Tabulating Divisions and Costs	\$1,696.00		2	6	4			
	Storm Sewer and Drainage Analysis (Update) (West Branch)	\$336.00		1	1				
	Water Main Plan and Profile (Update) (West Branch)	\$484.00		1	2				
	Subtotal (HOURS)	24		5	15	4	0	0	0
	Subtotal (DOLLARS)	\$3,592.00		\$940.00	\$2,220.00	\$432.00	\$0.00	\$0.00	\$0.00
PROJECT TOTAL (HOURS)		286		36	71	74	24	65	16
PROJECT TOTAL (DOLLARS)		\$52,799.00	\$14,040.00	\$6,768.00	\$10,508.00	\$7,992.00	\$3,864.00	\$6,955.00	\$2,672.00
TOTAL ESTIMATED NOT TO EXCEED FEE		\$52,799.00							

Div I (Jo Co) Div II (WB)

\$1,657.60 \$1,302.40

\$14,332.00 \$0.00
\$4,327.00 \$0.00
\$14,040.00 \$0.00

\$0.00 \$836.00

\$2,356.48 \$1,851.52
\$0.00 \$1,024.00

\$2,757.44 \$2,166.56
\$1,431.36 \$1,124.64

\$0.00 \$1,076.00
\$949.76 \$746.24
\$0.00 \$336.00
\$0.00 \$484.00

\$ 41,851.64 \$ 10,947.36

Div I only items Div II only items
\$32,699.00 \$3,756.00

SUMMARY

Original Design Contract	\$ 71,277.00	Division I (Jo Co)	\$ 39,295.12	Division II (WB)	\$ 31,981.88	Div I only	\$ 2,208.00	Div II only	\$ 2,842.00
Amendment #1	\$ 52,799.00		\$ 41,851.64		\$ 10,947.36		\$ 32,699.00		\$ 3,756.00
Amended Design Contract Total	\$ 124,076.00		\$ 81,146.76		\$ 42,929.24		\$ 34,907.00		\$ 6,598.00

RESOLUTION 2022-29

RESOLUTION APPROVING A 28E AGREEMENT WITH JOHNSON COUNTY
REGARDING THE HERBERT HOOVER HIGHWAY AND CEDAR/JOHNSON
ROAD IMPROVEMENTS.

WHEREAS, Johnson County is preparing to construct improvements to Herbert Hoover Highway N.E. to the west corporate boundary of the City of West Branch; and

WHEREAS, the City and Johnson County have agreed to enter into a 28E Agreement whereby Johnson County will construct part of its Herbert Hoover Highway project to the intersection of Cedar/Johnson Road; and

WHEREAS, the City and Johnson County have agreed to share costs for said project; and

WHEREAS, the parties have negotiated a 28E Agreement which outlines the obligations of each party as it pertains to the project.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the agreement on behalf of the City.

Passed and approved this 21st day of March, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

**28E Project Agreement between Johnson County, Iowa and the City of West Branch, Iowa
Regarding the F44 (Herbert Hoover Highway NE) Phase 3 Roundabout Project,
LFM-HHH3-RAB--7X-52**

THIS PROJECT AGREEMENT (hereinafter “Agreement”) is made and entered into as of the Effective Date herein provided, by and between the City of West Branch (“City”) and Johnson County, State of Iowa (“County”) pursuant to Chapter 28E and Section 28E.12 of the Code of Iowa. The City and the County may hereinafter be referred to collectively as the “Parties”.

WHEREAS, both the City and the County are public agencies as is defined by Section 28E.2 of the Code of Iowa (2022); and

WHEREAS, the City and the County recognize that the route known as F44 (West Main Street within the City and Herbert Hoover Highway NE within the County) is an important link between the City and the County and is a roadway with common interest and responsibility; and

WHEREAS, the City and the County are in the process of designing improvement Project #LFM-HHH3-RAB--7X-52 on F44 beginning approximately 1,000’ west of Wapsi Avenue in Johnson County, Iowa at project Station 102+00 and ending approximately 400’ east of the Cedar County-Johnson County line in Cedar County, Iowa at project Station 116+00, along with improvements to the intersection of F44 and Johnson Cedar Road on the Cedar County-Johnson County line; and

WHEREAS, the City and the County wish to enter into an agreement relating to improving their respective portions of F44 and Johnson Cedar Road and sharing the cost thereof.

IT IS NOW AGREED that, in consideration of the mutual promises and agreements herein contained and upon the following terms and conditions, the City and the County enter into an agreement providing for cooperative action regarding the proposed construction project described above and that said cooperative actions include the following:

- 1. Purpose and Project Scope:** The purpose of this Agreement is, among other things, to define specific responsibilities for and implement construction of improvements to F44 and Johnson Cedar Road in Johnson County, Iowa and Cedar County, Iowa. Those portions of F44 and Johnson Cedar Road under the County’s jurisdiction are designated as Division I. Those portions of F44 and Johnson Cedar Road under the City’s jurisdiction or responsibility are designated as Division II. Said divisions are graphically depicted in the attached Herbert Hoover Highway Roundabout Concept Plans (3 pages) and tabulated in

Table 1 below. Said Divisions are further classified into project Segments One through Four as indicated in Table 1. Said improvements shall consist generally of grading and paving (altogether as described in this paragraph, the “Project”). The City improvements (Division II) may include an urban cross section design with curb and gutters along with storm sewers and intakes as needed. County improvements (Division I) are intended to include a rural cross section which exclude a curb and gutter along the outside edge of the paved roadway. The costs associated with upgrading Division I improvements from a rural to an urban cross section will be included with Division II.

Table 1: Construction Limits for Project # LFM-HHH3-RAB--7X-52						
Segment	Station From	Station To	Length (feet)	Side of Road	Construction Share (%)	Division
1	102+00	112+00	1,000	Both	100*	I (Johnson County)
2	112+00	116+00	400	Both	100	II (City of West Branch)
3	Johnson Cedar Rd. north of F44 to match existing			Both	100	II (City of West Branch)
4	Johnson Cedar Rd. south of F44 as needed to match existing			West	100*	I (Johnson County)
				East	100	II (City of West Branch)

*Costs to upgrade the cross section from a rural to urban cross section, including desired sidewalks and associated pedestrian accommodations, will be added to Division II and shall be the sole responsibility of the City.

2. **Consideration:** The mutual consideration herein is the cooperative undertaking of the improvements to F44. No separate legal entity is created by this Agreement. The Johnson County Board of Supervisors shall administer the County’s duties and responsibilities herein. The City Council of West Branch shall administer the City’s duties and responsibilities herein.
3. **Responsibility for work:** The County shall be responsible for coordinating the project development as necessary for the proposed improvements. This responsibility generally shall include, but not necessarily be limited to preconstruction project development and design: preparation of plans, specifications, letting documents, and review of shop drawings. The City’s Engineer shall review and approve the plans prior to letting the project. All necessary design work shall be prepared by the County (which may be by design professional(s) or consultants engaged by the County (the “County’s Engineer”), the cost of which shall be included in the costs of the Project), but may incorporate plans, designs, and/or supporting information developed by the City. The County and/or County’s Engineer will carry out the letting and award of the construction contract, construction layout, and owners’ project management for the Project. The County’s Engineer shall also provide contract and construction administration and construction inspection services for the Project; and shall prepare construction progress estimates bi-weekly. The County will issue progress vouchers to the contractor.

Final acceptance of work performed within their respective jurisdictions shall be the responsibility of the corresponding jurisdiction; however, since the City shall be reimbursing the County for construction costs paid as progress on the Project is achieved, the City (i) shall promptly review Project progress as milestone payment applications are prepared (i.e. approve or deny progress payment applications within 7 calendar days of the County's request for review), (ii) not unreasonably withhold approval of progress payment applications or final acceptance of the work, and (iii) not withhold final acceptance for any work contained in a previously-approved progress payment application. The City will designate a licensed engineer who will be available to visit the project site as needed to address construction issues as they arise.

Each entity shall be responsible for obtaining any necessary right-of-way interests, temporary construction easements, utility relocations, and permits required in their respective county/jurisdiction so as not to delay project construction. Each party shall ensure that all contracts with consultants, constructors, or other service providers for this Project where insurance is maintained to protect the City or County as the case may be, shall also name the other party to this agreement as an additional insured and that such other party shall be included as an additional indemnified party in the same manner and extent as the contracting vendee may so be.

4. **Timing of work:** The City and the County shall use all good faith efforts to have mainline paving complete and the intersection open to traffic before winter 2022 shutdown and substantially complete construction on the entire Project on or before May 31, 2023. Project closeout is expected to be completed no later than July 31, 2023.
5. **Financing:** The City and the County agree to share in the costs of this Project as set out below. Estimated costs are for budgeting purposes only.
 - a) The City and the County shall each separately bear and have sole and exclusive responsibility for the actual costs for obtaining any necessary rights-of-way, easements, permits, or utility relocations incurred for such Project-related acquisitions or activity within their respective jurisdictions or areas of responsibility under Table 1.
 - b) For engineering design fees, the City shall pay \$6,598 of the engineering design fees for survey work and design that is exclusive to the City and the County shall pay \$34,907 of the engineering design for Right of Way Acquisitions exclusive to the County. For the remaining engineering design fees related to the Project, the City and the County shall apportion engineering design fees based upon each Division's pro-rata share of the final design estimate of project construction costs. Total engineering design fees are estimated at \$124,076. A detailed resource allocation estimates for design fees and their apportionment between the City and County prepared by Anderson-Bogert Engineers and Surveyors, Inc. and dated November 23, 2020 and December 9, 2021 (Amendment No. 1) is on file with the County Engineer and incorporated by this reference.
 - c) The City and the County shall apportion construction administration, management, project inspection, and construction survey costs based upon each Division's pro-rata

share of actual project construction costs. Said costs are estimated to total \$110,000 or 8% of the construction costs.

- d) The City and the County shall apportion actual construction costs fully to the corresponding jurisdiction based on the divisions described in Table 1, above. Construction costs are estimated to total \$1,380,000 with Division I and Division II work amounting to \$774,000 and \$606,000 respectively.

- 6. Construction Costs Exceeding Estimate:** The cost estimate for the portion of construction for which the City is responsible herein is \$636,000, including an approximate five percent (5%) contingency. The cost estimate for the portion of construction for which the County is responsible herein is \$813,000, including an approximate five percent (5%) contingency. If the lowest responsive, responsible bid received by the County results in the City portion exceeding \$636,000, the City may reject all bids and if the same bid results in the County portion exceeding \$813,000, the County may reject all bids. If either entity rejects all bids, the bids shall be rejected and the Parties shall have no further obligations under this Agreement, unless the Parties have reached an agreement related to financing Project Costs exceeding the cost estimate or amending the scope of the Project.

7. Timing of payments:

For engineering, design, construction, and construction management services provided by the County's Engineer, the contractor, and/or other firms for the benefit of the Project, the City shall reimburse the County consistent with its responsibilities set out above as invoices for services are tendered to the County by such vendors, consultants, and/or service providers. All reimbursements shall be paid within a reasonable amount of time after presentment, but in no event more than forty-five (45) days after the County has presented an invoice to the City for reimbursement, unless there is a good faith, material dispute as to the basis or validity of the underlying charges described in a contested invoice or progress estimate, in which case such dispute must be communicated in writing to the County no more than ten (10) days after the County has delivered such invoice to the City.

- 8. Effective date:** This Agreement shall be effective when approved and signed by the Johnson County Board of Supervisors and the City Council of West Branch, and filed with the Secretary of State as provided in Chapter 28E.8 of the Code of Iowa (2022).

- 9. Duration:** This Agreement shall continue in force until final acceptance of work is made by the Johnson County Engineer and the City Engineer and final payment has been made to the County by the City as set forth above.

- 10. Interpretation and enforcement:** Interpretation and enforcement of the Agreement shall be in accordance with Iowa law, Chapter 28E of the Code of Iowa (2022), and statutes respecting the rights and responsibilities of the political subdivisions.

- 11. Dispute resolution:** The parties acknowledge their mutual desire to complete the proposed improvements for this Project as listed above. The parties therefore agree to work diligently and negotiate in good faith to reach any agreements necessary to secure completion of the proposed improvements. Matters in dispute or subject to interpretation shall be first

submitted to the parties for resolution prior to either party pursuing administrative or judicial remedies. In the event such matters must be submitted to the parties, they shall be submitted specifically to the Mayor of the City of West Branch, as representative for the City, and to the Johnson County Engineer, as representative for the County, who will both make a good faith effort to resolve the dispute.

12. Amendment: This Agreement contains the entire Agreement between the Parties hereto and may be amended only in writing which is executed by the County and the City.

13. Severability: If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Notices: Any notice under this Agreement shall be in writing. Notices to the City shall be addressed to: City Clerk, City of West Branch, 110 N Poplar St., P.O. Box 218, West Branch, Iowa 52358. Notices to the County shall be addressed to: Chairperson, Johnson County Board of Supervisors, Johnson County, 913 S. Dubuque Street, Suite 101, Iowa City, Iowa 52240.

[signatures on following page]

JOHNSON COUNTY

This Agreement was approved by official action of the Johnson County Board of Supervisors in official session on the _____ day of _____, 2022.

Royceann Porter, Chairperson
Johnson County Board of Supervisors

ATTEST: _____
Travis Weipert, County Auditor

CITY OF SWISHER

By: _____
Roger Laughlin, Mayor

ATTEST: _____
Adam Kofoed, City Administrator

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Adam Kofoed, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of West Branch, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2022 and that Roger Laughlin and Adam Kofoed acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa