



**CITY COUNCIL MEETING NOTICE
MONDAY, MAY 16, 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 May 2, 2022 Special City Council meeting.
 - b. Approve Minutes from the May 2, 2022 City Council regular meeting.
 - c. Approve a Class E Liquor license, Class B Wine, Class C Beer and Sunday sales privileges for Kum & Go LC, dba Kum & Go #254, West Branch.
 - d. Approve a Class B Beer Permit, 5 Day License for The Down Under for CDG's Kick off to Summer event on June 4, 2022.
 - e. Approve a Class B Beer Permit, 5 Day License for Hazelhasky LLC dba Herb & Lou's for CDG's Kick-Off to Summer event on June 4, 2022. (pending DRAM)
 - f. Claims for 5/16/2022
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
 - a. **Public Hearing** – on Amending the current Budget for Fiscal Year ending June 30, 2022.
 - b. **Resolution 2022-47** – Approving amending the current budget for the fiscal year ending June 30, 2022. / Move to action.
 - c. **Resolution 2022-42** – Approving a Water Tower Maintenance and Inspection Proposal from _____. / Move to action.
 - d. **Resolution 2022-48** – Setting a date to dispose of public property for the use of TIF./ Move to action.
 - e. **Resolution 2022-49** – Resolution of Support of the application of BBCO, LLC for workforce housing funding and pledging city money.
 - f. **Resolution 2022-50** – Approve the Preliminary Plat for The Meadows Subdivision, Part 5, West Branch, Iowa. /Move to action.
 - g. **Resolution 2022-51** – Approving a broker change to Cottingham Butler for employee benefits and entering a 28e intergovernmental agreement with Iowa Community Trust governmental health and related benefits program. /Move to action.
 - h. **Resolution 2022-52** - Adopting a Pay Scale / Move to action.
 - i. **Resolution 2022-53** –Adopting a merit pay policy. / Move to action.
 - j. **Resolution 2022-54** – Authorizing a withdraw of funds in the amount of \$600.00 from Fidelity Bank & Trust for the purpose of petty cash for Cubby Park Concessions. / Move to action.

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

- k. **Resolution 2022-55-** Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$10,203,00.
 - l. **First Reading Ordinance 793** – Amending Chapter 99, titled Sewer Service, section 99.01 “Sewer Service Charges Required”. / Move to action.
9. Discussion –
 10. City Administrator Report
 - a. CIP discussion ordinance next meeting
 - b. City Administrator evaluation next meeting
 - c. Nuisance updates
 - d. Hotel feasibility
 - e. Scheduled Administrator vacation days
 11. City Attorney Report
 - a. Update on temporary brush site.
 - b. Update on Wapsi Creek Project easements.
 12. City Engineer Report
 - a. Update on HH roundabout process
 13. City Staff Reports
 14. Comments from Mayor and Council Members
 15. Motion to adjourn.

**West Branch, Iowa
Council Chambers**

**City Council
Special Meeting**

**May 2, 2022
6:30 p.m.**

Mayor Roger Laughlin called the West Branch Special City Council meeting to order at 6:30 p.m. Roll call: Council members present: Colton Miller, Jerry Sexton, Jodee Stoolman, Nick Goodweiler and Tom Dean. City Staff present: City Administrator Adam Kofoed and City Attorney Kevin Olson.

Motion to adjourn to closed session (pursuant to Section 21.5 of the Iowa Code) “to discuss purchase or sale of real estate. The preliminary discussion of purchasing or selling a particular property where the premature disclosure could be expected to increase the price.” / Move to action.

Motion by Miller, second by Dean. AYES: Miller, Dean, Sexton, Stoolman, Goodweiler. NAYS: None. Motion carried.

ADJOURNMENT

Motion to adjourn by Miller, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 6:50 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

(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**

**May 2, 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, Nick Goodweiler and Tom Dean. City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, Public Works Director Matt Goodale, Library Director Nick Shimmin and City Attorney Kevin Olson. City Staff attending via Zoom: Finance Officer Heidi Van Auken, and Chief John Hanna.

APPROVE THE AGENDA

Motion by Miller, second by Goodweiler to approve the agenda. Motion carried on a voice vote.

APPROVE CONSENT AGENDA

Approve Minutes from the April 18, 2022 City Council meeting.

Approve a Class E Liquor license, Class B Native Wine, Class C Beer and Sunday sales privileges for BPG LLC, dba Jack & Jill, West Branch.

Approve Trenton Schutte as a Fire Cadet with the West Branch Fire Volunteer Department.

Claims for 5/2/2022

Monthly Financial Report (March 2022)

EXPENDITURES	5/2/2022	
ACTION SEWER & SEPTIC SERVICE	LIFT STATION CLEANING	1,302.75
AMAZON.COM	EASTER EGG HUNT SUPPLIES	43.98
BAKER & TAYLOR INC.	BOOKS	604.63
BARNHART'S CUSTOM SERVICES	HOLES FOR CEMETERY SHED	250.00
BOWERS CUSTOM SERVICES	DUMP TRUCK HAULING	855.00
BRICK, LESLIE	MILEAGE REIMBURSEMENT	173.16
CASEYS GENERAL STORES	CASEYS TIF REBATE #6	17,852.00
CEDAR COUNTY ENGINEER	ROAD ROCK	350.56
CROELL, INC.	CEMETERY SHED FOOTINGS	307.40
FINANCIAL ADJUSTMENT BUREAU	FINANCIAL ADJUSTMENT BUREAU	15.98
HEIDI VAN AUKEN	BUSINESS MEALS IMFOA	27.86
HOLLYWOOD GRAPHICS	BANNER-FIRE HYDRANT FLUSH	57.50
IOWA ASSN. MUN. UTILITIES	SAFETY TRAINING Q1	806.86
JAYME CILEK	CLEANING SERVICES	202.50
JETCO ELECTRIC INC.	WATER TOWER COMM REPAIR	1,827.45
JOHANNS, DEREK OR SARAH	BLDG INCENTIVE PAYMENT	929.03
KELLY TREE FARM LLC	TREES FOR HILLTOP & PEDERSEN	8,145.00
KOCH OFFICE GROUP	COPIER MAINTENANCE	188.60
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,547.79
LRS HOLDINGS, LLC	CUBBY PARK PORTABLE SERVICE	465.00
MEDIACOM	CABLE SERVICE	41.90
METROPOLITAN COMPOUNDS	ADHESIVE FOR POTHOLE PATCHES	697.42
MUNICIPAL SUPPLY INC.	WATER METERS	3,888.00
PARKSIDE SERVICE	SKIDLOAD TIRE REPAIR	37.00
PLAY IT AGAIN SPORTS	FIELD BASES AT 70 FT	224.81
PLUNKETT'S PEST CONTROL	PEST CONTROL - CITY OFFICE	98.98
QC ANALYTICAL SERVICES	LAB ANALYSIS	1,153.75
QUILL CORP	SUPPLIES	94.66
RATHJE CONSTRUCTION	BRUSHPILE GRIND FOR WWTP EXPANSION	5,295.00
SHIMMIN, NICK	HOOVERS MOVERS MEDALS	75.78
SOLUTIONS MANAGEMENT GROUP	OFFICE SUPPLIES	238.38
STATE INDUSTRIAL PRODUCTS	CHEMICALS	236.00
TIPTON CONSERVATIVE	ONE YR SUBSCRIPTION - LIBRARY	40.00
VEENSTRA & KIMM INC.	VARIOUS PROJECTS	32,546.00
WB COMMUNITY DEVELOPMENT	FY22 CDG DUES	10,000.00
WEST BRANCH COMM SCHOOLS	TRACK MEET RENTAL	275.00
ZOBEAN INC	BEANSTACK PLUS SUBSCRIPTION	895.00
TOTAL		91,790.73

PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	4/29/2022	44,408.77
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PAID BETWEEN MEETINGS

MATT PARROTT	LASER UTILITY CHECKS	620.00
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE - CITY OFFICE	1,005.00
VERIZON WIRELESS	VERIZON WIRELESS	392.43
ALLIANT ENERGY	ALLIANT ENERGY	10,503.04
BOUND TREE MEDICAL	CYLINDER, REGULATOR	57.58
CULLIGAN WATER	WATER SOFTNER SERVICE	25.20
DINGES PARTNERS GROUP	APPARATUS PUMP SERVICE, PARTS	1,547.45
HEIMAN FIRE EQUIP	UNIFORMS, EQUIPMENT	1,076.55
KIRKWOOD COMM COLLEGE	TRAINING -FIRE DEPT	7.00
LRS HOLDINGS	TRASH & RECYCLING MARCH 2022	16,561.50
TIPTON ELECTRIC MOTORS	PRESSURE WASHER PARTS	116.44
WEST BRANCH REPAIRS	SERVICE - FIRE DEPT	958.12
UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE	661.66
WELLMARK	HEALTH INSURANCE	18,968.70
WAGeworks	EMPLOYEE FLEX PLAN	158.42

TOTAL		52,659.09
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GRAND TOTAL EXPENDITURES		188,858.59
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FUND TOTALS

001 GENERAL FUND	61,007.00
022 CIVIC CENTER	755.99
031 LIBRARY	8,444.20
110 ROAD USE TAX	23,202.45
112 TRUST AND AGENCY	17,711.75
125 T I F	17,852.00
324 WW TREATMT FACILITY	31,430.00
600 WATER FUND	17,676.83
610 SEWER FUND	10,619.95
950 BC/BS FLEXIBLE BENEFIT	158.42
GRAND FUND TOTAL	188,858.59

REVENUE-FISCAL YEAR 2022

FUND MARCH

001 GENERAL FUND	90,608.67
022 CIVIC CENTER	769.42
031 LIBRARY	1,471.71
036 TORT LIABILITY	1,630.63
110 ROAD USE TAX	15,742.50
112 TRUST & AGENCY	10,609.15
119 EMERGENCY TAX FUND	1,464.45
121 LOCAL OPTION SALES TAX	41,821.46
125 TIF	7,340.91
226 DEBT SERVICE	11,129.02
300 CAPITAL IMPROVEMENT RESERVE	2,156.21
323 I-80 WEST WATER MAIN RELOCATE	217,783.03
324-WW TREATMENT FACILITY IMPROVEMENT	367,290.00
500 CEMETERY PERPETUAL FUND	347.91
501 KROUTH PRINCIPAL FUND	42.31
502 KROUTH INTEREST FUND	18.89
600 WATER FUND	44,999.96
610 SEWER FUND	65,558.73
740 STORM WATER UTILITY	5,580.75
TOTAL	886,365.71

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

Third Reading Ordinance 792 – Amending Chapter 165 of the Code of Ordinances of the City of West Branch regarding Signs in the HCI Zoning District. / Move to action

ORDINANCE NO. 792

AN ORDINANCE AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH REGARDING SIGNS IN THE HCI ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission has recommended changes to the zoning code as outlined below.

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. Section 165.42 of the Code of Ordinances is hereby amended by adding a new Subsection 5, renumbering the current Subsection 5 to Subsection 6 and adding a new Subsection 7, which reads as follows:

“5. Permitted Signs, HCI District.

- a. Fascia Signs: Fascia signs shall have a maximum square footage of 15% of the sign wall area. It shall not extend above the roof surface.
- b. Monument Signs: Monument signs are required to be set back a minimum of 5’ from the property line. Sign shall not exceed 6’ on height. The maximum sign size shall be two square feet for each linear foot of lot frontage not to exceed 200sf or 100sf per sign face.
- c. Freestanding Signs: Freestanding signs shall be set back from the property line a minimum of 5’. Signs shall not be lower than 10’ above grade and shall not exceed 65’ above grade. The maximum size of a freestanding sign is two square feet per linear foot of lot frontage. Freestanding signs shall be designed by a licensed professional and plans shall be stamped.
- d. Billboards Signs: Billboard and poster panels with a maximum sign area of four hundred (400) square feet, are allowed provided the location of their sites and the limitation of the time of their use, and all other terms and conditions thereof are first approved by the Council.
- e. Canopy signs: Canopy signs shall not have a maximum height or area.
- f. Awning Signs: Awning signs shall have a maximum height of the top of the first story and shall not be limited in size.
- g. Window Signs: Window signs shall have a maximum square footage of 25% of the window glazing area.
- h. All signs permitted in a Residential District.
- i. Illumination: Illuminated signs in HCI Zones can be illuminated internally or externally. If illuminated externally it must be downcast lighting. Illumination shall not exceed a maximum of 1-foot candle measured at the property line. Illumination shall be non-flashing and shall not contain a rotating, oscillating, revolving beam or beacon of light.
- j. Location: At street intersections, freestanding and monument signs shall not be located within a triangle area composed of its sides thirty feet (30) in length and measured along the curb lines from the point of intersection of the above referenced lines.

7. Prohibited Signs in all Zoning Districts.

- a. Animated signs, excluding barber pole signs that do not exceed three feet in height and nine inches in diameter and excluding time and temperature signs and excluding changeable message signs.
- b. Hazardous signs
- c. Obsolete signs
- d. Portable signs, including signs on wheels
- e. Roof signs, unless complying with the City Building Code
- f. Search lights
- g. Spinners or other similar devices
- h. Swinging lights
- i. Signs not anchored for wind load except real estate or like signs.”

2. Amendment. The Code of Ordinances is hereby amended by renumbering the current sub section.

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

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

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

First reading: April 4, 2022

Second reading: April 18, 2022

Third Reading: May 2, 2022

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

Motion by Miller, second by Dean to approve the third reading of Ordinance 792. AYES: Miller, Dean, Goodweiler, Stoolman, Sexton. NAYS: None. Motion carried.

Public Hearing – On the proposed Amendment #5 to the Amended and Restated West Branch Urban Renewal Plan.

Laughlin opened the public hearing at 7:04 p.m. There were no public comments. Laughlin closed the public hearing at 7:05 p.m.

Resolution 2022-38 – Approving and adopting Amendment #5 to the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area. / Move to action.

Amendment number five (5) adds four (4) additional projects to the urban renewal plan including; tax increment financing rebates to Advantage Development, owner of Parkside Hills Subdivision and Advantage Rentals, owner of Parkside Petroleum, property north of East Main Street, between North 1st and 4th St, designated as slum & blight condition and a parcel on either side of Wapsi Creek as it meanders through the corporate limits of West Branch.

Motion by Sexton, second by Goodweiler to approve Resolution 2022-38. AYES: Sexton, Goodweiler, Stoolman, Dean, Miller. NAYS: None. Motion carried.

Resolution 2022-39- Approving the Final Plat for Parkside Hills – Second Addition, West Branch, Iowa. / Move to action.

Chad Kuene, owner of Parkside Hills reminded the Council that this parcel, known as Lot 14 is being divided into two commercial lots so that the lots can be sold separately. Kuene will be submitting a site plan soon for lot 1 for commercial space. The Council had no questions.

Motion by Miller, second by Dean to approve Resolution 2022-39. AYES: Miller, Dean, Goodweiler, Sexton, Stoolman. NAYS: None. Motion carried.

Resolution 2022-40 - Approving a Developer’s Agreement with Advantage Development Inc. including Tax Increment Rebate Payments. /Move to action.

This agreement is for commercial development on lots 10, 13 and 14. Lots 13 and 14 shall receive a 70% tax rebate for a period of ten years and lot 10 shall receive 70% tax rebate up to a maximum of \$400,000 (due to unexpected land purchase for stormwater drainage). The Council had no additional comments or questions.

Motion by Dean, second by Miller to approve Resolution 2022-40. AYES: Dean, Miller, Sexton, Goodweiler, Stoolman. NAYS: None. Motion carried.

Resolution 2022-46 – Approving a Developer’s Agreement with Advantage Rentals, LLC, including Tax Increment Rebate Payments. / Move to action.

This agreement is for the improvements the owner is making to the property during its remodel of the gas station. The agreement provides for 70% tax rebate for ten years on the value of the new assessment of the property. The Council had no additional comments of questions.

Motion by Dean, second by Miller to approve Resolution 2022-46. AYES: Dean, Miller, Stoolman, Sexton, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-41 – Approving the Site Plan for Croell Redi Mix Temporary Concrete Plant. / Move to action.

The proposed site plan from Croell Redi Mix, located at the corner of Baker Avenue and Fawcett Drive is for two upcoming projects the company has been awarded. These projects require the need for a temporary concrete plant to handle the volume of work anticipated. The plant is expected to be in operation for the summer of 2022 and 2023. Laughlin said his only concern was dust control and sweeping of the street when needed. A representative from Croell responded that a broom would be on site to keep Fawcett Drive clear. Goodweiler suggested that area businesses be notified of the temporary plant but Kofoed said he didn’t feel it was necessary unless a nuisance is created. The Council had no other questions or comments.

Motion by Miller, second by Sexton to approve Resolution 2022-41. AYES: Miller, Sexton, Stoolman, Dean, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-42 – Approving a Water Tower maintenance and inspection agreement with Maguire Iron. /Move to action.

Melinda Kurtz of Suez (who presented a quote to the Council in January), requested that the Council table this item based on her submission of new proposal information. Kurtz asked that the Council re-evaluate the

information submitted before awarding the contract. Kofoed acknowledged that he received new information a few hours before the meeting. Kofoed said the two quotes were ‘comparable’ and that Maguire Iron was the least expensive option and that other information obtained when comparing the two quotes was not a deciding factor. Kurtz objected that her quote included a ‘mixer’ (used for preventing ice to form) for the south water tower as requested and that Maguire’s quote did not include pricing for that. Kurtz said she would remove it if the mixer was not a requirement. The Council discussed Kurtz’ request and decided to table the item pending further review by staff and await and their recommendation for awarding the contract to either party.

Motion by Goodweiler, second by Sexton to table Resolution 2022-42. AYES: Goodweiler, Sexton, Stoolman, Dean. NAYS: Miller. Motion carried, item tabled.

Resolution 2022-43 - Approving various contracts for Hoover’s Hometown Days 2022 in the amount of \$2,375.00. / Move to action.

Motion by Miller, second by Goodweiler to approve Resolution 2022-43. AYES: Miller, Goodweiler, Dean, Stoolman, Sexton. NAYS: None. Motion carried.

Resolution 2022-44 – Authorizing the transfer of funds. / Move to action.

Van Auken explained that the transfers are all budgeted expenses to pay dept service payments and a transfer to the library for their FY22 budget.

Motion by Miller, second by Sexton to approve Resolution 2022-44. AYES: Miller, Sexton, Stoolman, Goodweiler, Dean. NAYS: None. Motion carried.

Resolution 2022-45 – Setting a date for a Public Hearing on Amending the current Budget for the Fiscal Year ending June 30, 2022. / Move to action.

A public hearing is set for Monday, May 16th at 7:00 p.m. During the public hearing, the Council will listen to all public comments regarding the proposed amendment.

Motion by Miller, second by Sexton to approve Resolution 2022-45. AYES: Miller, Sexton, Dean, Goodweiler, Stoolman. NAYS: None. Motion carried.

Discussion – The Meadow’s Part 5 Preliminary Plat and Subdivider’s Agreement

Chris Kofoed, co-owner of The Meadow’s Development Inc. described the preliminary plat as having 23 residential lots zoned R-2. Kofoed stated that although Planning & Zoning approved the plat at their April 26th meeting, several items still need addressed by the developer and their engineer. Kofoed said items still needed are a street grade variance for Prairie View Drive, stormwater calculations for the detention basin, and what was needed for stormwater easements for the city. Kofoed asked the Council for direction on the existing stormwater easement on the south end of the property on whether a 10’ or 20’ easement would be required or the city would want a bioswale installed instead. After discussion on the stormwater easement, the council agreed that a 10’ easement on the rear lots was sufficient and that a bioswale would not be needed as it adds extra maintenance costs and time to city staff. Kofoed added that a detention basin would be added along the east edge of the property and asked the Council if they had any ideas for it (wet or dry). No decision was made. Kofoed noted a couple of other items raised regarding the street width and said it was determined that 29’ was okay and a transition to the 31’ street would begin at Loethen Ridge. He added that the cluster mailbox would be located on Outlot A and that a curb cut would be installed so that residents could pull off the street to access their mailbox. City Administrator Kofoed advised the Council that going forward, staff will direct all future developers to adhere to the city’s timelines for submitting all required information before requesting approval from the Planning & Zoning Commission and added that this item will not be moved forward to City Council until all outstanding items have been addressed.

Discussion – West Branch Public Library stairs

Library Director Nick Shimmin addressed the Council with a proposal from the Library Board that the City pay fifty percent of the repair costs for the upper stairs at the West Branch Library. Shimmin said he received two quotes for the project with very different costs. Shimmin said he is not very knowledgeable with what kind of repair is needed so he asked Public Works Director Goodale for his assistance. Goodale said the main difference in the quotes was that one quote included full footings, and the other did not. Shimmin discussed the Library Boards proposal with City Administrator Kofoed and funding options available. The Council discussed the two proposals and questioned if full footings are necessary (based on their working knowledge).

After much discussion, the Council recommended that the lower price quote be accepted with the Library using their money market account (currently valued at \$8512.00) and the City picking up the balance (approximately \$600.00) difference.

CITY ADMINISTRATOR REPORT

Kofoed said the salary survey committee will meet for the final time this week and a proposal for Council will be ready on the May 16th meeting. Kofoed said employee evaluations will be conducted in May so that FY23 salaries can be presented and approved by Council in June.

CITY ATTORNEY REPORT - No report.

CITY ENGINEER REPORT – Absent.

STAFF REPORTS - No reports.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Dean said he had received some complaints about the new homes being built on Cedar-Johnson Rd south of Prairie View Drive. Dean said that the hill just before those properties creates a safety concern. Staff replied that they had raised the same concerns and held up the building permits while a solution was worked out with the builder. Staff stated that the builder agreed to install turn-arounds on the properties so that the resident would not have to back on to Cedar-Johnson Road. The developer also offered to have a hidden driveway sign purchased and placed along Cedar-Johnson Rd to alert drivers. Kofoed said this was something that should have been discussed during the platting of the subdivision and suggested that going forward, staff and the city engineer should more closely watch for these types of safety concerns during the platting process.

Miller asked what was needed for the industrial property on N. 4th Street to allow selling of vehicles. Olson said the city could provide a letter for the individual. He also questioned the timeline on the Wapsi Creek widening project. Stoolman raised concerns with West Branch Ford offloading multiple semi's during the day which is causing traffic tie-ups and asked Kofoed to contact them regarding the issue. Stoolman also questioned why the city had to pay for track rental and wanted more information.

ADJOURNMENT

Motion to adjourn by Dean, second by Miller. Motion carried on a voice vote. City Council meeting adjourned at 8:34 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Approve a Class E liquor license, Class C Beer permit, Class B Wine and Sunday Sales with Kum & Go #254, West Branch.

PREPARED BY: City Clerk, Leslie Brick
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DATE: May 4, 2022

BACKGROUND:

Approve Class E Liquor License, Class C Beer permit, Class B Wine with Sunday Sales privileges for Kum & Go #254, West Branch.

Renewal effective July 1, 2022 to June 30, 2023.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Approve a Class B Beer Permit (BB) for The Down Under for CDG's Kick-off to Summer Event on June 4, 2022.

PREPARED BY: City Clerk, Leslie Brick
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DATE: May 5, 2022

BACKGROUND:

CDG is sponsoring a Kick-off to Summer event June 3rd and 4th, 2022. On June 4th, there will be a concert and street dance on the 100 block of North Downey St.

The Down Under has applied for a 5-day license (which is an ABD requirement) to sell and serve beer in the closed off area during the street dance only.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Approve a Class B Beer Permit (BB) for Hazelhasky LLC dba Herb & Lou's for CDG's Kick-off to Summer Event on June 4, 2022.
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PREPARED BY: City Clerk, Leslie Brick
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DATE: May 5, 2022

BACKGROUND:

CDG is sponsoring a Kick-off to Summer event June 3rd and 4th, 2022. On June 4th, there will be a concert and street dance on the 100 block of North Downey St.

Herb & Lou's has applied for a 5-day license (which is an ABD requirement) to sell and serve beer in the closed off area during the street dance only.

EXPENDITURES**5/16/2022**

ABBY NOELCK	ADULT FITNESS INSTRUCTION	100.00
ADAM KOFOED	IMMI TRAINING MILEAGE	118.61
AMAZON	VARIOUS ITEMS - LIBRARY	1,223.01
AMAZON.COM	VARIOUS ITEMS - PARKS&REC, POLICE	841.60
CAPITAL ONE	VARIOUS ITEMS - LIBRARY	112.48
CATHERINE STEEN	BUSINESS MEALS & MILEAGE	262.84
CEDAR COUNTY COOPERATIVE	FUEL - PW	2,402.26
CEDAR COUNTY RECORDER	RECORDING FEES	7.00
CROELL, INC	MURAL BASE	1,227.90
ELITE HOLDING COMPANY	BB, TBALL, SOFTBALL SHIRTS	2,578.20
GOLD MEDAL CENTRAL IL	CONCESSION SUPPLIES	393.74
HI-LINE INC	SIGN HARDWARE	65.00
HOLIDAY INN DES MOINES	LODGING - VAN AUKEN, BRICK	448.00
HOLLYWOOD GRAPHICS	HOOVER MOVERS TSHIRTS	319.55
ILLINOIS LIBRARY ASSOCIATION	LIBRARY PROGRAM SUPPLIES	634.08
KANOPY	ON DEMAND VIDEO SERVICE	31.00
KILER, KEVIN L OR KAY A	BLDG INCENTIVE PAYMENT	1,312.65
LRS HOLDINGS, LLC	TRASH, RECYCLING, GARBAGE STICKERS	16,911.75
LYNCH'S PLUMBING INC	SAMPLE TAP FOR WATER TESTING	49.20
MCELFRESH, SARA	BASEBALL REGISTRATION REFUND	50.00
MENARDS	BASES & EARTH DAY SUPPLIES	314.91
OLSON, KEVIN D	LEGAL SERVICES MAY 2022	1,500.00
OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	373.96
PIP PRINTING & MARKETING	BLDG INSPECTION FORMS	131.32
PLASTIC RECYCLING OF IOWA	TRASH CANS FOR PARKS	3,574.56
PLAY IT AGAIN SPORTS	BLDG MAINT SUPPLIES CUBBY	341.97
PREMIER PARTS TIPTON	BATTERY FOR POWER TOOLS	276.35
PROTECT YOUTH SPORTS	BACKGROUND CHECKS	121.50
QUILL CORP	OFFICE SUPPLIES	160.33
SPAHN & ROSE LUMBER CO	CEMETERY SHED TRUSSES	2,000.00
STATE HYGIENIC LAB	LAB ANALYSIS	262.50
THE HOME DEPOT PRO	SUPPLIES - LIBRARY	343.52
THE SERVING, LLC	COFFEE FOR FOCUS GROUPS	50.00
ULINE	TABLES FOR PARKS	2,843.16
VEENSTRA & KIMM INC	NPDES PERMIT RENEWAL	1,024.00
WEST BRANCH TIMES	LEGAL PUBLICATIONS	2,409.43
WEX BANK	VEHICLE FUEL	1,493.86

TOTAL		46,310.24
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**PAYROLL-WAGES, TAXES, EMPLOYEE
BENEFITS**

5/13/2022 46,495.04

PAID BETWEEN MEETINGS

WAGeworks	EMPLOYEE FLEX PLAN	113.37
VARIOUS VENDORS	UTILITY REFUNDS	78.42
GLOBAL PAYMENTS	APRIL CREDIT CARD FEES	624.50
TOTAL		816.29

GRAND TOTAL EXPENDITURES

FUND TOTALS

001 GENERAL FUND	61,324.06
031 LIBRARY	7,940.47
110 ROAD USE TAX	6587.13
112 TRUST AND AGENCY	5438.67
600 WATER FUND	5514.2
610 SEWER FUND	6,703.67
950 BC/BS FLEXIBLE BENEFIT	113.37
GRAND FUND TOTAL	93,621.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	WEX BANK CATHERINE STEEN AMAZON.COM.CA., INC.	VEHICLE FUEL	783.68
			BUSINESS MEALS & MILEAGE	262.84
			PHONE CASE	33.84
			TOTAL:	1,080.36
FIRE OPERATION	GENERAL FUND	WEX BANK	VEHICLE FUEL	143.80
			TOTAL:	143.80
ROADS AND STREETS	GENERAL FUND	CROELL, INC.	MURAL BASE	1,227.90
			TOTAL:	1,227.90
PARK & RECREATION	GENERAL FUND	PLASTIC RECYCLING OF IOWA FALLS INC MENARDS HOLLYWOOD GRAPHICS WEX BANK PLAY IT AGAIN SPORTS ULINE ELITE HOLDING COMPANY THE HOME DEPOT PRO MCELFRESH, SARA AMAZON.COM.CA., INC. PROTECT YOUTH SPORTS GOLD MEDAL CENTRAL IL ML31 ADAM KOFOED ABBY NOELCK THE SERVING, LLC	TRASH CANS FOR PARKS	3,574.56
			BASES & EARTH DAY SUPPLIES	155.56
			CUBBY FIELD SUPPLIES	141.46
			BLDG MAINT SUPPLIES	17.89
			HOOVER MOVERS TSHIRTS	319.55
			VEHICLE FUEL	140.89
			BLDG MAINT SUPPLIES CUBBY	341.97
			TABLES FOR PARKS	2,843.16
			BB, TBALL, SOFTBALL SHIRTS	1,539.00
			BB, TBALL, SOFTBALL HATS	1,039.20
			BLDG MAINT PARKS SUPPLIES	12.57
			BLDG MAINT PARK SUPPLIES	249.16
			BASEBALL REGISTRATION REFU	50.00
			AMAZON.COM.CA., INC.	807.76
			BACKGROUND CHECKS	121.50
			CONCESSION SUPPLIES	393.74
			SWIMMING LESSONS REFUND	80.00
			ADULT FITNESS INSTRUCTION	100.00
			COFFEE FOR FOCUS GROUPS	50.00
			TOTAL:	11,977.97
			CEMETERY	GENERAL FUND
CEMETERY SHED TRUSSES	2,000.00			
TOTAL:	2,923.34			
ECONOMIC DEVELOPMENT	GENERAL FUND	KILER, KEVIN L OR KAY A	BLDG INCENTIVE PAYMENT	1,312.65
			TOTAL:	1,312.65
CLERK & TREASURER	GENERAL FUND	QUILL CORP HOLIDAY INN DES MOINES AIRPORT ADAM KOFOED	OFFICE SUPPLIES	155.03
			OFFICE SUPPLIES	5.30
			LODGING - VAN AUKEN	224.00
			LODGING - BRICK	224.00
			IMMI TRAINING MILEAGE REIM	38.61
			TOTAL:	646.94
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES CEDAR COUNTY RECORDER OLSON, KEVIN D	LEGAL PUBLICATIONS	1,834.57
			LEGAL PUBLICATIONS	544.86
			RECORDING FEES	7.00
			LEGAL SERVICES MAY 2022	1,500.00
			TOTAL:	3,886.43
SOLID WASTE	GENERAL FUND	LRS HOLDINGS, LLC	GARBAGE STICKERS	285.00
			TRASH & RECYCLING APRIL 20	16,626.75
			TOTAL:	16,911.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
COMMISSION	GENERAL FUND	PIP PRINTING & MARKETING SERVICES	BLDG INSPECTION FORMS	131.32
			TOTAL:	131.32
LIBRARY	LIBRARY	OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	373.96
		WEST BRANCH TIMES	SUBSCRIPTION - LIBRARY	30.00
		AMAZON	VARIOUS ITEMS - LIBRARY	105.80
			VARIOUS ITEMS - LIBRARY	999.00
			VARIOUS ITEMS - LIBRARY	118.21
		THE HOME DEPOT PRO	SUPPLIES - LIBRARY	81.79
		KANOPI	ON DEMAND VIDEO SERVICE	31.00
		ILLINOIS LIBRARY ASSOCIATION	LIBRARY PROGRAM SUPPLIES	173.54
			LIBRARY PROGRAM SUPPLIES	460.54
		CAPITAL ONE	VARIOUS ITEMS - LIBRARY	69.99
			VARIOUS ITEMS - LIBRARY	42.49
			TOTAL:	2,486.32
ROADS & STREETS	ROAD USE TAX	WEX BANK	VEHICLE FUEL	141.82
		HI-LINE INC	SIGN HARDWARE	65.00
			TOTAL:	206.82
WATER OPERATING	WATER FUND	STATE HYGIENIC LAB	LAB ANALYSIS	262.50
		LYNCH'S PLUMBING INC	SAMPLE TAP FOR WATER TESTI	49.20
		WEX BANK	VEHICLE FUEL	141.82
			TOTAL:	453.52
SEWER OPERATING	SEWER FUND	CEDAR COUNTY COOPERATIVE	FUEL - PW	1,478.92
		WEX BANK	VEHICLE FUEL	141.85
		VEENSTRA & KIMM INC.	NPDES PERMIT RENEWAL	1,024.00
		PREMIER PARTS TIPTON	BATTERY FOR POWER TOOLS	276.35
			TOTAL:	2,921.12

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

001	GENERAL FUND	40,242.46
031	LIBRARY	2,486.32
110	ROAD USE TAX	206.82
600	WATER FUND	453.52
610	SEWER FUND	2,921.12

	GRAND TOTAL:	46,310.24

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

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

The City of WEST BRANCH will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 5/16/2022 07:00 PM

Contact: Heidi Van Auken

Phone: (319) 643-5888

Meeting Location: City Council Chambers, City Office
110 N Poplar Street
West Branch, IA 52358

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	1,999,684	0	1,999,684
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	1,999,684	0	1,999,684
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	533,606	0	533,606
Other City Taxes	6	293,657	0	293,657
Licenses & Permits	7	30,800	20,000	50,800
Use of Money & Property	8	15,600	0	15,600
Intergovernmental	9	1,340,187	186,306	1,526,493
Charges for Service	10	1,577,000	22,000	1,599,000
Special Assessments	11	0	0	0
Miscellaneous	12	30,800	0	30,800
Other Financing Sources	13	1,740,000	0	1,740,000
Transfers In	14	856,344	110,389	966,733
Total Revenues & Other Sources	15	8,417,678	338,695	8,756,373
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	761,184	53,039	814,223
Public Works	17	778,918	185,877	964,795
Health and Social Services	18	0	0	0
Culture and Recreation	19	730,168	29,798	759,966
Community and Economic Development	20	174,392	0	174,392
General Government	21	220,657	0	220,657
Debt Service	22	1,013,986	110,389	1,124,375
Capital Projects	23	2,580,000	0	2,580,000
Total Government Activities Expenditures	24	6,259,305	379,103	6,638,408
Business Type/Enterprise	25	811,051	122,488	933,539
Total Gov Activities & Business Expenditures	26	7,070,356	501,591	7,571,947
Tranfers Out	27	856,344	110,389	966,733
Total Expenditures/Transfers Out	28	7,926,700	611,980	8,538,680
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	490,978	-273,285	217,693
Beginning Fund Balance July 1, 2021	30	3,741,549	0	3,741,549
Ending Fund Balance June 30, 2022	31	4,232,527	-273,285	3,959,242

Explanation of Changes: There were small revenue increases in service charges, intergovernmental, and permit funds. The revenue increase in service charges are in the following funds: Police, Parks and Recreation, Water, and Sewer. In the intergovernmental fund, the City received American Rescue Plan Act federal monies. Building permit revenue increases indicate additional new housing construction demand. Inflation, Police Department employee retention, and emergency projects caused expenditure increases in Police, Public Works, Town Hall, Library, and Water funds.

RESOLUTION 2022-47

**A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL
YEAR ENDING JUNE 30, 2022**

FY22 Budget Amendment – See State Form

PASSED, APPROVED, AND ADOPTED this 16th day of May, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Water Tower Maintenance Program

PREPARED BY: Public Works Director, Matt Goodale

DATE: May 10, 2022

BACKGROUND: As the water towers are one of the largest assets of the water system, Public Works has been working towards getting a long-term program in place to maintain them. Lead Water Operator Tim Moss contacted several companies for quotes on a maintenance program. After the last meeting I again contacted those companies and requested updated pricing for like services. Suez/Veolia came back significantly lower than their prior price. Due to the price quote given, Public Works is recommending that we accept the program with Suez/Veolia.

RESOLUTION 2022-42

**RESOLUTION APPROVING A WATER TOWER MAINTENANCE AND
INSPECTION PROPOSAL FROM _____**

WHEREAS, the City of West Branch desires to have the city's water towers maintained and inspected annually; and

WHEREAS, the City received quotes for these services from Maguire Iron and Suez and both companies are qualified and capable of supplying said services; and

WHEREAS, Maguire Iron and Suez have prepared proposals to perform the aforementioned services which has been reviewed by the Public Works Director and staff; and

WHEREAS, the Public Works Director recommends _____ for the City's Water Tower Maintenance and inspection program; and

WHEREAS, the Proposal of Services requires the approval of the City Council.

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

Passed and approved this 16th day of May, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



City of West Branch
Tank Maintenance Program
Suez Advanced Solutions
A best practice for water storage tanks
May 6, 2022



Melinda Kurtz
Water Sales Consultant
515-344-6391

TANK MAINTENANCE PROGRAM HIGHLIGHTS

The maintenance requirements of steel water storage tanks as well as concrete tanks in the state of Iowa have become even more important over the past several years. These regulations come from both the state and federal levels of government. Controls over inspections and cleaning of tanks, materials used to recoat tanks, disposal of materials taken from tanks, and qualifications of workers performing maintenance have all come into play to cause the frequency of maintenance to increase as well as the cost. Our ongoing program of care provides full coverage for all aspects of tank maintenance. Under the maintenance program, annual inspections are conducted to determine what repairs are needed and at what interval these renovations will be required.

DELIVERING PEACE OF MIND

Our team of professionals has a proven history of success since creating the Tank Asset Management Model and introducing that model to the municipal market in 1985. The program was developed in collaboration with our customers in order to provide a better solution to meet financial, regulatory and staffing needs. Since its inception, our program has grown to include over 8000 assets, making Suez the largest asset management company in the United States. Our program has been recognized as an industry leader and since its development; other companies have implemented various versions of it.

STATEMENT OF QUALIFICATIONS

Since 1963, Utility Service Group Co., Inc. (Suez Advanced Solutions) has worked hand in hand with Municipal, County and Industrial tank owners to become the “Proven Leader in the Asset Management Industry”.

CREWS

Currently, we have over 120 crews at our disposal. Each crew of three to five men is equipped with a full range of equipment needed to complete both major and minor cleaning and painting projects. The majority of these crews have a crew foreman with over 10 years’ experience in water tank maintenance. All service crews operate in accordance with company safety procedures.

SAFETY

We meet or exceeds OSHA standards. With a staff dedicated only to the safety and safety training of our employees. Yearly trainings are mandatory for all employees and contractors. Safe plan methods are followed including confined space rules.

ISO 9001 CERTIFICATION

We are the only tank management company that is ISO 9001 certified. The ISO 9001:2015 certification validates that we take a systematic approach to managing its operational processes and activities to consistently satisfy our clients' quality expectations and contractual requirements for all the rehabilitation and maintenance services the company provides.



ENGINEERS

Certified professional and structural engineers are part of the staff. They review drawings, pictures and documents to ensure the best plan of action for your asset and to assist customers with their needs.

GASB 34 COMPLIANCE

We offer our 'government' clients the ability to be *GASB-34* compliant through our program. What this means is that our clients can take advantage of the "*Modified Approach*" to depreciation offered within this *Accounting Standard*, because our program is shown to extend the life of the water storage tank indefinitely. The Modified Approach is a course of action allowed by the GASB accounting standard, whereby infrastructure that has an indefinite life *does not need to be depreciated*.

THE DIFFERENCE OF THE SUEZ ASSET MAINTENANCE PROGRAM



VALUE OF SUEZ'S FULL SERVICE FULL MAINTENANCE PROGRAM:

- ✓ GASB 34 Compliance
- ✓ Comprehensive, sustainable maintenance program
- ✓ Renewable each year at the tank owner's option
- ✓ Covers all aspects of tank maintenance, including engineering services and renovation.
- ✓ Initial and all future renovations
- ✓ Annual visual inspections with detailed reports.
- ✓ Bi-annual washout / disinfection inspections
- ✓ Extends tank service life
- ✓ All tank related engineering costs
- ✓ Flat annual fee listed in the contract eliminates unplanned expenditures
- ✓ Spread of renovation costs
- ✓ No change orders resulting in unexpected costs
- ✓ 100% warranty on coatings during the lifetime of the contract
- ✓ 100% transfer of rehabilitation risk to Suez

BENEFIT TO THE OWNER

- ✓ Fully integrated professional service organization working as a partner
- ✓ Transfer risk from tank owner to Suez Advanced USCI
- ✓ Guaranteed protection of your water storage tank
- ✓ Extend tank life
- ✓ Attractive tank appearance
- ✓ Emergency repair services
- ✓ Spread capital upfront renovation cost over multiple years
- ✓ Predictable cost thru annual maintenance fee
- ✓ Future renovations
- ✓ Work performed not limited to a 1-year warranty
- ✓ Lifetime warranty as long as contract is in place
- ✓ One-year automatic renewable contract
- ✓ No Change orders
- ✓ Health and safety regulatory compliance
- ✓ Dependable storage to sustain high water quality

1. VISUAL INSPECTIONS DETERMINE:

Conditions of the exterior and interior coatings.

- ✓ Compliance with all safety and sanitary regulations.
- ✓ Verification of the tank's structural integrity.
- ✓ Functionality of all security measures to protect the tank.
- ✓ Needed repairs and touchups.
- ✓ Tank maintenance agreement

A detailed report with appropriate photographs of the inspection will be sent to you as soon as possible after completion of the inspection.

2. WASHOUT AND DISINFECTION INSPECTIONS:

Address the same areas as Visual Inspections, but with emphasis on the tank's interior after draining for cleaning and disinfecting. After you drain your tank:

CONDITION ASSESSMENT CHECKLIST

5 Inspection Categories:

1. Sanitary – Foreign material, sediment, corrosion
2. Safety – Ladders, handrails, fall prevention, radiation hazards and confined space
3. Security – Ladders, fenced, hatches and locks
4. Structural – Anchor bolts, foundations, welds, wind rods, etc . . .
5. Coating – General condition, % of failure, pitting, thickness, adhesion & heavy metals

- ✓ Suez (Utility Service) will provide a pressure relief valve and technical assistance in planning for water availability during the tanks down time if requested.
- ✓ Suez (Utility Service's) crew removes all sediment and sludge that has collected in the tank and clean the tank's interior.
- ✓ The crew completes the most urgently needed repairs and touch-ups.
- ✓ Supplemental repairs and corrective actions are noted and scheduled for completion ASAP.
- ✓ Finally, man-way gaskets are replaced, and interior is disinfected per the AWWA C652 Chlorination Method 2.

The tank is then ready to be placed back in service and filled with water.

A detailed report of the inspection findings together with appropriate photographs will be provided to the tank owner ASAP. This report documents the tank's conditions and provides proof of regulatory compliances.

SUMMARY

Our inspections together with any needed repairs comprise an annual project engineering/management program tailored especially for your tank. There are no additional outside engineering fees associated with our program since our team of in-house professional engineers review your tank as part of our commitment to offer you a full-service maintenance program.

In addition to Regular & Systematic Maintenance & Professional Project Management, we stand ready to provide repairs at any time at no additional charge.

WHAT IS NOT INCLUDED

Containment of the tank at anytime during the term of the Contract, except for the initial renovation. If future containment is needed on a tank Suez can work with you on a cost spread and payment.

Operational problems or structural damage due to cold weather (freezing)

Operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground

WHY A TANK MAINTENANCE PROGRAM

- Suez assumes ALL the RISK and LIABILITY of maintaining your tank
- Renovation Costs Spread INTEREST FREE
- LIFETIME PROTECTION on paint coatings and workmanship (While Under the MP)
- FIXED annual budget figure
- No change orders

THESE REPAIRS INCLUDE:

- Any emergencies
- Repairs identified by the owner between our inspections
- Repairs identified during inspections but not completed at the time of the inspection

We schedule repairs using the following criteria:

- ✓ Routine repairs: within 30 days of identification
- ✓ Emergency or crucial repairs: our goal is to respond within 24 hours when reported during a normal business day
- ✓ Graffiti
 - Unsightly graffiti: paint over as soon as possible
 - Offensive graffiti: treated as an emergency repair and rectified immediately
- ✓ Annual inspections will reveal the needs for tank coating renovations (interior and exterior).

The exteriors and interiors are cleaned and repainted as needed for tank protection and cosmetic reasons as well.

Painting touchups are routinely scheduled as needed during inspections

These renovations and touchups come with the maintenance program without additional charges.

TO PREVENT UNAUTHORIZED ACCESS BY VANDALS OR OTHER INTRUDERS WE INSTALL AND MAINTAIN:

- ✓ Anti-climb devices on ladders
- ✓ Locks on the roof hatches

In addition, regular maintenance and replacements of screens prevents unwanted intrusion by insects, bugs, birds or other pests.

Our maintenance reports and backup records in our offices provide useful data for state inspectors to demonstrate compliance to official regulations.

Costs are clearly defined in the contract. It is known in advance costs for all maintenance activities for your water tank – with no surprises.

YOU RECEIVE BUDGET INFORMATION ANNUALLY TO ASSIST YOUR BUDGETING EFFORTS:

These reminders are normally mailed to the tank owner six months prior to the beginning of their respective fiscal year to ensure that you have time to include them in your budgeting efforts.

Full service asset management programs are one (1) year agreements that can be extended indefinitely by the tank owner on an evergreen basis. This means:

- The contract is automatically renewed unless the tank owner notifies Utility Service in writing of their intent to cancel it
- Suez (Utility Service) cannot cancel the contract unless the tank owner fails to remit the annual fee—so the risk is ours!

It all translates into peace of mind – and years of reliable, clean water tanks for the water usage customers, their visitors and all elected and all appointed managers and officials.

SERVICE CENTERS

There are 12 service centers throughout the United States. The center located in Pittsburg, KS will be the primary and will coordinate all major production activities.

THE TEAM

Local Representative

Melinda Kurtz

Water Sales Consultant

State of Iowa

Melinda.kurtz@suez.com

(515) 344-6391

Nichole Grasma

Sales Director – Central Region

Nichole.grasma@suez.com

605-413-6286

Regional Representatives

Brian Kelleher

Vice President – Central Region

Brian.kelleher@suez.com

713-458-0024

Carolyn Griner

Customer Service – Central Region

carolyn.griner@suez.com

478-988-5245

Brad Winkeler

Operations Director

bradley.winkeler@suez.com

779-238-2879

Service Center Representatives

Joe Tayler

Service Center Manager

joseph.taylor@suez.com

620-231-2160

Taylor Frazier

Project Manager

taylor.frazier@suez.com

316-641-7668

SCOPE OF WORK

South Tank

Year 1

Visual Inspection

1. A date shall be coordinated by both parties to conduct this visual inspection.
2. The tank exterior and interior will be inspected to assess the Sanitary, Safety, Structural, Security, and Coatings conditions.
3. Exterior and interior paint samples will be taken and the samples will be analyzed at a certified laboratory to determine the total lead and chromium content of the existing coatings.
4. A comprehensive written report with color digital photographs of the tank and the tank site will be submitted detailing the condition of the tank.

Year 2

Exterior:

1. Complete exterior shall be fully pressure washed.
2. All rusted areas shall be tool cleaned per SSPC-SP#2, #3 cleaning methods.
3. All areas tool cleaned shall be spot primed with a Tnemec Series primer or equivalent.
4. One (1) full intermediate coat of a compatible Tnemec Series coating shall be applied to 100% of exterior surfaces.
5. One (1) full finish coat of a compatible Tnemec Series coating shall be applied to 100% of exterior surfaces.
6. Paint and seal foundation
7. New 2-sided logo will be painted on tank from logo that was sent
8. A date shall be coordinated by both parties to conduct this visual inspection.

Repairs/Installs:

1. Install new 2-sided logo
2. Install new screen on overflow pipe
3. Install PAX Active Mixer
4. Paint/Seal Foundation
5. Install new vent screen

Wet Interior:

1. Abrasive blast clean the complete interior to a SSPC-SP10 "Near White" finish.
2. Heavy blast areas with heavy mil thickness
3. Remove all dust and blast products by high-pressure air, vacuum cleaning or brushing and apply the first coat of paint before any surface rust develops.
4. Using Epoxy thinned 10%, stripe paint all welded/lap seams and pitted areas with a roller or brush.
5. Apply one (1) full coat of Epoxy at a DFT of 4 to 6 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.
6. Apply a second full coat of Epoxy at a DFT of 5 to 7 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.
7. Total minimum dry film thickness (DFT) for the interior two coat system is 9 mils dry.
8. Depending on the surface temperature, the coatings will be allowed to cure as stated on the product data sheet.
9. Owner will be notified when the tank has been disinfected and is ready to be filled.

Dry Interior:

1. All dry area except for dry bell and cone which will be touched up where needed
2. Complete exterior shall be fully pressure washed.
3. All rusted areas shall be tool cleaned per SSPC-SP#2, #3 cleaning methods.
4. All areas tool cleaned shall be spot primed with a Tnemec Series primer or equivalent.
5. One (1) full intermediate coat of a compatible Tnemec Series coating shall be applied to 100% of exterior surfaces.
6. One (1) full finish coat of a compatible Tnemec Series coating shall be applied to 100% of exterior surfaces.

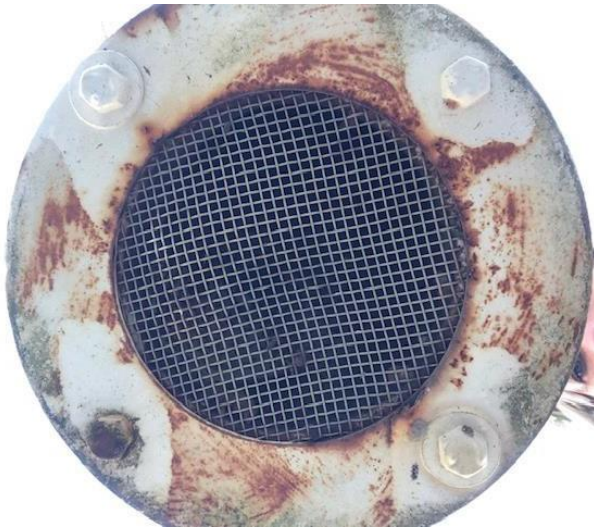
PAX 100 Active Mixer Installation:

- Prevents freezing
 - Eliminates thermal stratification
 - Improves disinfectant residual levels
 - Lowers DBPs and nitrifying bacteria
 - Protects tank from ice damage and corrosion
-
- Mixer will be installed and includes all permits and a three-year warranty.

** One exterior pressure wash in between each exterior renovation cycle is included.



New 2-sided logo



Install new screen



PAX 100 Mixer



Vent screen to be replaced



Exterior Column



Exterior Bowl



Interior stem



Interior bowl

SOUTH TANK COST SCHEDULE

Year 1	Year2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Visual Inspection & Maint. Emergency Service	Int./Ext Ren All Repairs Washout Insp & Maint. Emerg. Services	Visual Inspection & Maint. Emergency Service	Washout Inspection & Maint. Emerg. Services	Visual Inspection & Maint. Emergency Service	Interior Washout Inspection & Maint. Emerg. Service	Exterior Pressure Wash Visual Inspection & Maint. Emergency Service	Interior Washout Inspection & Maint. Emerg. Service	Visual Inspection & Maint. Emergency Service	Interior Washout Inspection & Maint. Emerg. Service
\$2,500	\$37,895	\$37,895	\$37,895	\$37,895	\$37,895	\$14,978	\$15,508	\$16,057	\$16,625

North Tank

Year 1

Visual Inspection

5. A date shall be coordinated by both parties to conduct this visual inspection.
6. The tank exterior and interior will be inspected to assess the Sanitary, Safety, Structural, Security, and Coatings conditions.
7. Exterior and interior paint samples will be taken and the samples will be analyzed at a certified laboratory to determine the total lead and chromium content of the existing coatings.
8. A comprehensive written report with color digital photographs of the tank and the tank site will be submitted detailing the condition of the tank.

Year 2

Washout Inspection

1. A date shall be coordinated by both parties for the Owner to drain the tank.
2. The interior floor and lower walls of the tank will be cleaned using a pressure washer to remove all mud, silt, and foreign sediment. The tank is not be rigged to pressure wash the upper walls, and roof unless specified by this agreement. This cleaning will not completely remove all staining or any Bio-film that may be present.
3. The tank will be inspected to assess the sanitary, safety, structural, security, and coatings conditions.
4. After all inspection work is completed, the tank will be disinfected in accordance with AWWA C652.
5. The tank will be sealed and made ready for service.
6. A comprehensive written report with color digital photographs will be submitted detailing the condition of the tank. A representative of Utility Service Co., Inc. will schedule a date with the Owner to present the report and findings.

Year 3

Interior:

1. A date shall be coordinated by both parties for the utility to drain the tank.
2. Abrasive blast clean the complete interior to a SSPC-SP10 "Near White" finish.
3. Heavy blast areas with heavy mil thickness
4. Remove all dust and blast products by high-pressure air, vacuum cleaning or brushing and apply the first coat of paint before any surface rust develops.
5. Using Epoxy thinned 10%, stripe paint all welded/lap seams and pitted areas with a roller or brush.
6. Apply one (1) full coat of Epoxy at a DFT of 4 to 6 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.
7. Apply a second full coat of Epoxy at a DFT of 5 to 7 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.
8. Total minimum dry film thickness (DFT) for the interior two coat system is 9 mils dry.
9. Depending on the surface temperature, the coatings will be allowed to cure as stated on the product data sheet.
10. Owner will be notified when the tank has been disinfected and is ready to be filled.

Dry Interior:

1. All dry area except for dry bell and cone which will be touched up where needed
2. Complete exterior shall be fully pressure washed.
3. All rusted areas shall be tool cleaned per SSPC-SP#2, #3 cleaning methods.
4. All areas tool cleaned shall be spot primed with a Tnemec Series primer or equivalent.
5. One (1) full intermediate coat of a compatible Tnemec Series coating shall be applied to 100% of exterior surfaces.
6. One (1) full finish coat of a compatible Tnemec Series coating shall be applied to 100% of exterior surfaces.

Exterior:

1. Complete exterior shall be fully pressure washed.
2. All rusted areas shall be tool cleaned per SSPC-SP#2, #3 cleaning methods.
3. All areas tool cleaned shall be spot primed with a Tnemec Series primer or equivalent.
4. One (1) full intermediate coat of a compatible Tnemec Series coating shall be applied to 100% of exterior surfaces.
5. One (1) full finish coat of a compatible Tnemec Series coating shall be applied to 100% of exterior surfaces.
6. Paint and seal foundation
7. New 2-sided logo will be painted on tank from logo that was sent
8. A date shall be coordinated by both parties to conduct this visual inspection.

Repairs/Installs:

1. New 2-sided logo
2. Replace top 5 feet of wet interior ladder
3. Install new frost proof vent
4. Install new screen on overflow pipe
5. Paint and seal foundation
6. Remove bolted 90* overflow and weld new pipe with a 90*
7. Install 13 foot diameter safety corral with 42" handrail and toe kick plate on top exterior

** One exterior pressure wash in between each exterior renovation cycle is included.



Exterior vent



Replace top 5 feet of wet interior ladder



Remove and weld new 90* overflow pipe



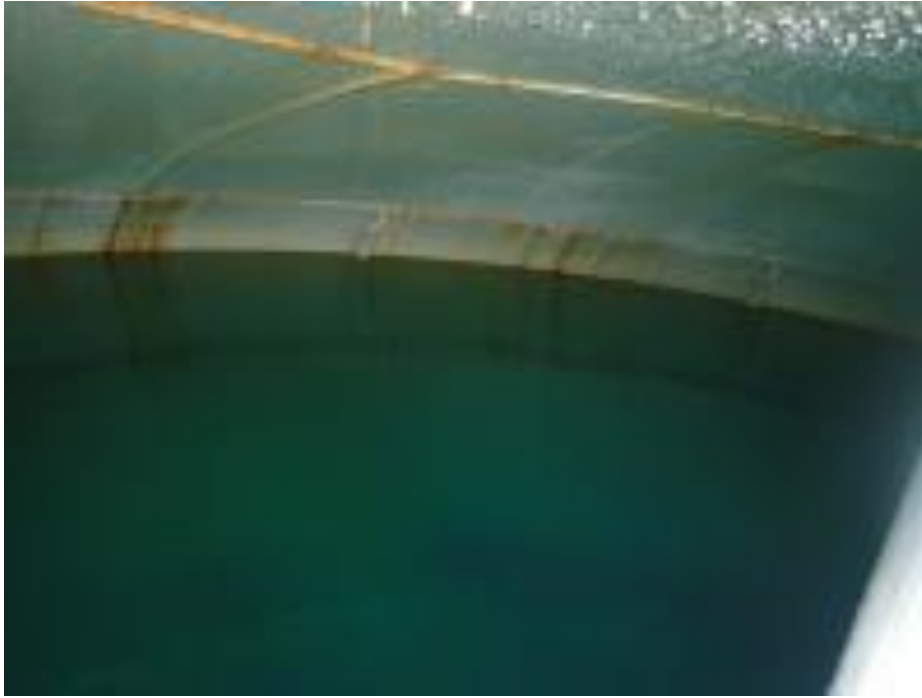
Replace with frost proof vent



Example of corral for antennas



Interior dry tube



Interior Bowl

NORTH TANK COST SCHEDULE

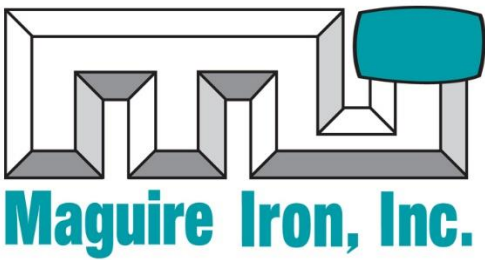
Year 1	Year2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Visual Inspection & Maint Emerg. Service	Interior Washout Inspection & Maint Emerg. Service	Int./Ext Renovation All Repairs Washout Inspection & Maint. Emerg. Services	Visual Inspection & Maint Emerg. Service	Interior Washout Inspection & Maint Emerg. Service	Visual Inspection & Maint Emerg. Service	Interior Washout Inspection & Maint Emerg. Service	Exterior Pressure Wash Visual Inspection & Maint. Emergency Service	Interior Washout Inspection & Maint Emerg. Service	Visual Inspection & Maint Emerg. Service
\$2,500	\$2,500	\$35,440	\$35,440	\$35,440	\$35,440	\$35,440	\$14,093	\$14,592	\$15,108

	Year 1	Year2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
South Tank 300 KG	Visual Insp. & Maint. Emerg. Service	Int./Ext Renovation Install Mixer All Repairs Washout Inspection Emergency Service	Visual Inspection & Maint. Emerg. Service	Interior Washout Insp. & Maint. Emerg. Services	Visual Inspection & Maint. Emerg. Service	Interior Washout Insp. & Maint. Emerg. Service	Exterior Pressure Wash Visual Insp. & Maint. Emerg. Service	Interior Washout Insp. & Maint. Emerg. Service	Visual Insp. & Maint. Emerg. Service	Interior Washout Insp. & Maint. Emerg. Service
	\$2,500	\$37,895	\$37,895	\$37,895	\$37,895	\$37,895	\$14,978	\$15,508	\$16,057	\$16,625
	Year 1	Year2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
North Tank 250 KG	Visual Insp & Maint. Emerg Service	Interior Washout Insp & Maint Emerg. Service	Int./Ext Ren All Repairs Washout Insp & Maint. Emerg. Services	Visual Insp & Maint Emerg. Service	Interior Washout Insp & Maint Emerg. Service	Visual Insp & Maint Emerg. Service	Interior Washout Insp & Maint Emerg. Service	Exterior Pressure Wash Visual Insp & Maint. Emerg Service	Interior Washout Insp & Maint Emerg. Service	Visual Insp & Maint Emerg. Service
	\$2,500	\$2,500	\$35,440	\$35,440	\$35,440	\$35,440	\$35,440	\$14,093	\$14,592	\$15,108
Annual Total	\$5,000	\$40,395	\$73,335	\$73,335	\$73,335	\$73,335	\$50,417	\$29,601	\$30,649	\$31,733

Tank maintenance agreement

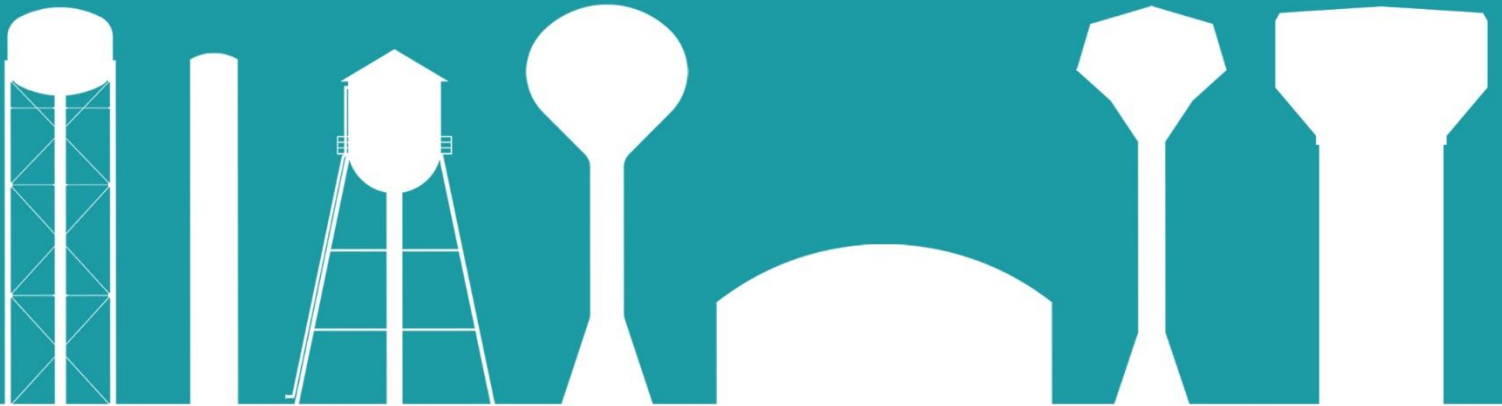
It is a one-year agreement that can be extended indefinitely. "YOU" have complete control either to stay in or cancel the program

- Utility Service can never drop you as a customer with the exception of non-payment
- The attached reflects the annual fee to maintain the water tower. The chart reflects inflation adjustments, inflation would be no more than a maximum of 5% per year will begin once the upfront renovation cost is paid and continue through the duration of the program.
 - Any maintenance after year 8 includes all cleanings, inspections, repairs and future painting.



Jake Dugger
17318 Spencer St
Omaha, NE 68116
(402) 651-6450
duggerj@maguireiron.com

MAGUIRE MAINTENANCE PLAN – FULL SERVICE



CITY OF WEST BRANCH, IOWA

250MG North Sphere Tank

300MG South Sphere Tank

May 4, 2022



COATINGS



SAFETY



SANITARY



STRUCTURAL



SECURITY

MAGUIREIRON.COM

OUR STORY

At Maguire Iron, Inc. we believe in building a better tomorrow by providing unmatched services to deliver life-sustaining water. We do this by creating products, delivering services and partnering with communities to build and maintain the infrastructure that delivers the most important resource to live...water!

Maguire Iron is a family-owned and operated company based in Sioux Falls, South Dakota that has been in the water storage tank industry since 1915.



We offer a full spectrum of water storage tank services including new and pre-owned tanks, relocation of existing tanks, repairs and replacement parts, lead abatement services, exterior painting, interior linings (both conventional epoxy and 100% solids), service agreements, full-service maintenance programs, year around emergency services, and tank inspections by NACE certified inspectors.

We also operate a 60,000-square foot facility that includes an ASME Certified fabrication shop.



Our range of operational capability consists primarily of 23 states from the Rocky Mountains to Ohio, and North Dakota to the Gulf Coast, with occasional work in outlying states.

We employ approximately 130 full-time professional employees consisting of office staff, fabricators, welders, erectors, steelworkers, painters, inspectors and repair specialists. This includes 16 field crews performing field and site operations. We also have the expertise of an in-house engineering department, 4 SSPC C3/C5 Lead Abatement certified personnel, and National AWWA D100 Steel Tank, D101 Tank Inspection, and M42 committee members.

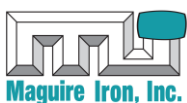
CORE VALUES

1. Strive for Excellence
2. Commit to Safety
3. Build on Integrity
4. Serve with Passion
5. Grow the Family



MAGUIRE MAINTENANCE PLAN BENEFITS

- **MAGUIRE IRON ASSUMES ALL RISK AND LIABILITY FOR MAINTENANCE OF WATER TOWER**
- **SPREAD UPFRONT RENOVATION COSTS OVER MULTIPLE YEARS WITH NO INTEREST**
- **LIFETIME PERPETUAL WARRANTY OF COATINGS AND WORKMANSHIP UNDER AGREEMENT**
- **PREDICTABLE COST WITH SET ANNUAL BUDGET FIGURE**
- **FUTURE EXTERIOR RENOVATIONS INCLUDED ALONG WITH EXISTING LOGOS, LETTERING AND ARTWORK.**
- **FUTURE INTERIOR RENOVATIONS INCLUDED**
- **ANNUAL INSPECTIONS WITH DETAILED REPORT**
- **BI-ANNUAL CLEANOUT AND DISINFECTION INSPECTIONS WITH DETAILED REPORT**
- **EMERGENCY SERVICE (LEAK REPAIRS, GRAFFITI, DISINFECTION, ETC)**
- **YEARLY RENEWABLE AGREEMENT**
- **NO CHANGE ORDERS**
- **HASSLE FREE TANK MAINTENANCE**
- **EXTENDED TANK LIFE**
- **HEALTH AND SAFETY REGULATOR COMPLIANCE**
- **DEPENDABLE STORAGE TO SUSTAIN HIGH QUALITY WATER**



MAXWELL, IOWA



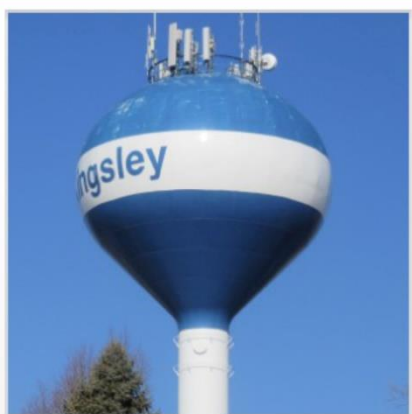
BEFORE



AFTER

MAGUIREIRON.COM

KINGSLEY, IOWA



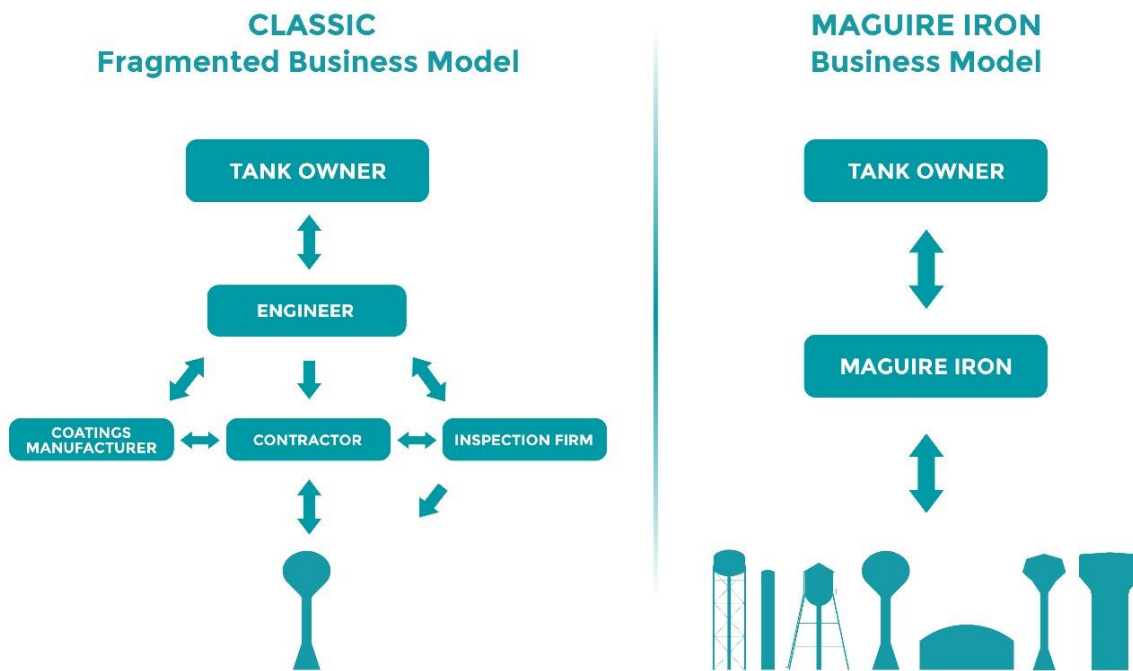
BEFORE



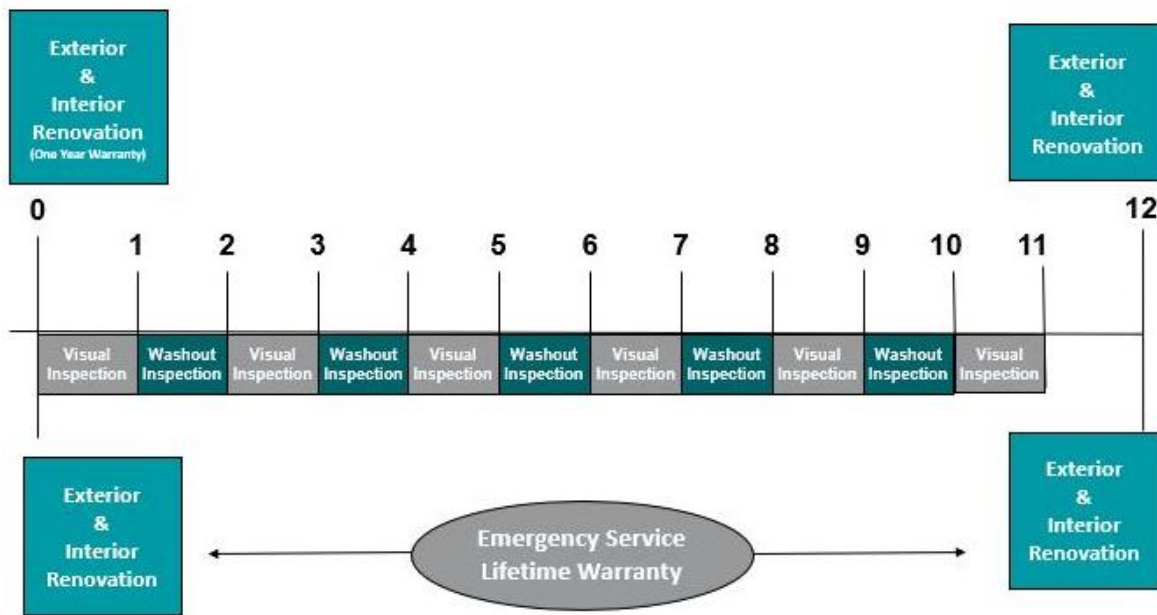
AFTER

MAGUIREIRON.COM

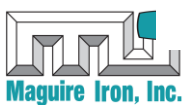
PROCUREMENT METHODS



TRADITIONAL METHOD



FULL-SERVICE MAINTENANCE PLAN
MAGUIREIRON.COM



PROJECTED SCHEDULE OF WORK AND FEES

Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
West Branch 3000MG South Tower	Visual Inspection with Report	*Exterior Paint * Interior Paint *Mixer Installation & Tank Repairs	Visual Inspection with Report	Clean-out or ROV and Inspection with Report	Visual Inspection with Report	Clean-out or ROV and Inspection with Report	Visual Inspection with Report	*Exterior Pressure Wash * Clean-out Inspection with Report	Visual Inspection with Report	Clean-out or ROV and Inspection with Report	Visual Inspection with Report
Annual Spend	\$2,500.00	\$40,675.00	\$40,675.00	\$40,675.00	\$40,675.00	\$40,675.00	\$15,748.00	\$16,378.00	\$16,869.00	\$17,375.00	\$17,896.00
West Branch 250MG North Tower	Clean-out or ROV and Inspection with Report	Visual Inspection with Report	*Exterior Paint *Interior Paint & Tank Repairs	Visual Inspection with Report	Clean-out or ROV and Inspection with Report	Visual Inspection with Report	Clean-out or ROV and Inspection with Report	Visual Inspection with Report	*Exterior Pressure Wash * Clean-out Inspection with Report	Visual Inspection with Report	Clean-out or ROV and Inspection with Report
Annual Spend	\$2,500.00	\$3,500.00	\$41,326.00	\$41,326.00	\$41,326.00	\$41,326.00	\$41,326.00	\$14,389.00	\$14,820.00	\$15,264.00	\$15,721.00
Total Spend	\$5,000.00	\$44,175.00	\$82,001.00	\$82,001.00	\$82,001.00	\$82,001.00	\$57,074.00	\$30,767.00	\$31,689.00	\$32,639.00	\$33,617.00

Year 2029 annual maintenance fee: \$30,767 includes any maintenance moving forward including inspections, cleaning, welding repairs, and future repainting. Therefore, you won't ever have to come up with large lump sums for tank renovations again.

REFERENCES

City of Monroe, IA

Mark Van Wyk – Water Superintendent
(641) 891-9800
(2) Tanks
250MG Elevated & 50MG Elevated
Maintenance Program

City of Ventura, IA

Robert Quintero- City Administrator
(641) 829-3861
200MG Elevated
Maintenance Customer for 20+years

City of Maxwell, IA

Tony Ness- Utility Superintendent
(515) 215-0153
200MG Sphere
Maguire Built Tower in 2000
Maintenance Customer Since 20+Years

City of Everly, IA

Josh Rhinehart- Utility Superintendent
(515) 450-1853
200MG Sphere
Maguire Built Tower in 2001

City of Carlisle, IA

Tony Rhinehart – Water Superintendent
(515) 249-2055
300MG Sphere
Maintenance Program

City of Le Mars, IA

Rich Sudtelgte – Water Superintendent
712-546-5555
1.0MG Hydro Pilar
Maintenance Program

City of Cherokee, IA

Todd Miller – Water Superintendent
712-225-0668
(4) Elevated Tanks, 150MG – 1.0MG
Maintenance Program

City of Lake City, IA

Mark Hungate – Water Superintendent
(712) 830-9079
(2) Tanks
500MG Hydropillar & 50MG Standpipe
Maintenance Customer for 30+Years



JAKE DUGGER

WATER TOWER EXPERT

NACE Level 1 #81132

c: (402) 651-6450

w: (605) 334-9749

duggerj@maguireiron.com



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Resolution of Support of the application of BBCO, LLC for workforce housing funding and pledging city money.
--

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 9, 2022

BACKGROUND:

The city must establish a 30-day public hearing for any city owned land purchased with TIF dollars. Council will be setting the public hearing date at the meeting.

The developer of the old Croell site is seeking an application for workforce housing tax credits. It is a requirement of the program, that the city donates \$1,000 per unit for said tax credits. The requirement is already met as a part of the purchase agreement. The agreement will be public once public hearings are conducted by the city to dispose of city owned land.

After public hearings are conducted in June, city council will vote on the full development agreement.

RESOLUTION NO. 2022-48

RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY AND SETTING A DATE FOR HEARING AND DATE FOR RECEIPT OF ALTERNATE PROPOSALS FOR THE REDEVELOPMENT OF THE FORMER CROELL REDI-MIX SITE IN WEST BRANCH, IOWA.

WHEREAS, the City of West Branch, Iowa (the “City”) has previously West Branch Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the City is undertaking programs to alleviate the conditions of slum and blight for those properties generally bounded by Main Street on the south; 4th Street on the east; College Street on the north and 2nd Street on the west (the “Blighted Area”)

WHEREAS, the City currently owns the following property in the Blighted Area:

That part of the SW ¼ of Section 5, Township 79 North, Range 4 West of the 5th P.M., as shown on that certain Retracement Plat of Survey recorded in Book K at Page 110, Plat Records of Cedar County, Iowa (the “Development Property”)

; and

WHEREAS, the City desires that redevelop the Development Property to alleviate blighted conditions by the construction of residential and commercial uses on the Development Property (the “Development Improvements”); and

WHEREAS, the Developer, BBCO, LLC, has proposed to buy other properties in the Blighted Area to assist with the redevelopment of the Blighted Area pursuant to said West Branch Urban Renewal Area; and

WHEREAS, the City proposes to enter into a Development Agreement with a developer (the “Developer”) pursuant to which the City will agree to grant the Developer certain development rights with respect to the Development Property, including exclusive rights to develop the Development Property (the “Development Rights”) in consideration of the Developer’s undertakings and efforts to develop the Development Property in compliance with the Development Improvements, including the purchase of an additional four (4) parcels of property in the Blighted Area by the Developer; and

WHEREAS, the Development Property is situated in the Urban Renewal Area and is owned by the City and it is now necessary to make provision for the disposition of the Development Property, in accordance with the provisions of Section 403.8 of the Code of Iowa, to a Developer who can carry out the Development Improvements thereon;

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

Section 1. The City Council hereby prescribes the following process for the disposition of the Development Property. The City Council will advertise for proposals for the acquisition

and development of the Development Property in a newspaper of general circulation in the City at least once not less than 30 days in advance of the date on which the proposals shall be due. The City Council will detail the development objectives for the Development Property and the expectations of the Developer of the Development Property in the advertisement and shall make illustrative drawings of the potential Development Improvements and site plans of the Development Property available in the Office of the City Clerk. Proposals shall be due by no later than 10:00 a.m. on June 20, 2022 at the office of the City Clerk at City Hall, West Branch, Iowa. Each proposal shall set forth the would-be Developer's plan for developing the Development Property in accordance with the City's development objectives. A public hearing will be held on the proposal to sell the Development Property as set forth in Section 2 of this Resolution. Following the public hearing the City Council shall determine to dispose of the Development Property to the Developer whose proposal, if carried out, would be in the best interests of the City.

Section 2. The City Council will hold a public hearing on the proposal to dispose of the Development Property as set out in the preamble hereof at 7:00 o'clock p.m., on the 20th day of June, 2022, at the City Hall, 1512 7th Street in the City. Following the public hearing the City Council will accept the proposal deemed to be in the best interests of the City and proceed with the disposition of the Development Property.

Section 3. The City Clerk is hereby authorized and directed to give notice of this resolution and of the public hearing on the proposal to dispose of the Development Property, by publication, at least once, not less than thirty days prior to the date set for acceptance of proposals, in a newspaper of general circulation in the City. Such notice shall be substantially in the form which is attached to this Resolution.

Section 4. The City Council hereby declares that a proposal for the development of the Development Property has been received from BBCO, LLC, and unless a subsequent proposal is submitted which better represents the best interests of the City with respect to the development of the Development Property, this proposal shall be accepted and the Development Property disposed of in accordance therewith. The City Council further declares that this Resolution constitutes the notification of intent to accept such proposal as provided for in Section 403.8 of the Code of Iowa.

Section 5. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

Passed and approved this 16th day of May, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

NOTICE OF PUBLIC HEARING AND REQUEST FOR
PROPOSALS TO DISPOSE OF AND DEVELOP PROPERTY

The City Council of the City of West Branch, Iowa, will meet on the 20th day of June, 2022, at the City Hall, 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., for the purpose of conducting a public hearing on the proposal to dispose of certain real property herein described as the Development Property.

The City owns certain real property described as that certain Retracement Plat of Survey recorded in Book K, Page 110, Plat Records of Cedar County, Iowa (the "Development Property") which is located in the West Branch Urban Renewal Area (the "Urban Renewal Area").

The City intends to enter into a development agreement with a developer granting such developer certain development rights with respect to the Development Property, including exclusive rights to develop the Development Property into a mixed use project. Proposals for the development of the Development Property, including the purchase thereof at fair market value, must be received in the office of the City Clerk at City Hall by no later than 10:00 a.m. on June 20, 2022. Proposals shall set forth the developer's plan for the development of the Development Property in accordance with the City's development objectives for the Development Property which include a mixed use (commercial/residential) use on the Development Property (the "Development Improvements"). The Development Property will be sold to the developer whose proposal, if carried out, would be in the best interests of the City and would best tailor the future use of the Development Property to the City's development objectives. The City reserves the right to consider the legal and financial ability of developers submitting proposals to carry out the desired development of the Development Property. Furthermore, the City reserves the right to negotiate for proposals with respect to the desired development of the Development Property.

More information about the proposed development may be obtained from the Office of the City Clerk.

On May 16, 2022 the City Council adopted a resolution constituting notification of intent to accept a proposal for the development of the Development Property submitted by BBCO, LLC, unless a proposal is submitted which better represents the best interests of the City with respect to the development of the Development Property.

At the aforementioned time and place for the public hearing, oral or written comments or objections may be filed or made. Following the public hearing, the City Council will consider the submitted proposals for acceptance.

By order of the City Council of the City of West Branch, Iowa.

Leslie Brick
City Clerk

RESOLUTION NO. 2022-49

RESOLUTION OF SUPPORT OF THE APPLICATION OF BBCO, LLC FOR FUNDING VIA THE WORKFORCE HOUSING TAX CREDIT PROGRAM AND PLEDGING CITY MONIES FOR THE SAME.

WHEREAS, BBCO, LLC, has heretofore made application to the Iowa Economic Development Authority for funding for a housing project located at the “Old Croell Site” in West Branch via the Workforce Housing Tax Credit Program; and

WHEREAS, as part of the application process, the City Council is required to provide a resolution of support for the application; and

WHEREAS, the City will also provide monetary or in-kind support of \$1,000.00 per residential unit for 110 units for this Project if the application is approved.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Johnson County, Iowa, that the City of West Branch fully supports the application of BBCO, LLC to obtain funding via the Workforce Housing Tax Program.

BE IT FURTHER RESOLVED, that the City Council will contribute to the Project in the amount of \$1,000 per unit if said application is approved by the IEDA.

Passed and approved this 16th day of May, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Approve the Preliminary Plat for The Meadows Subdivision, Part 5, West Branch, Iowa. /Move to action.

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 9, 2022

BACKGROUND:

The developer of the old Meadows Part 5a is seeking council action. A rezoning from R-1 to R-2 took place two months ago. The plan is for mostly twin homes at this time, but based on R-2 zoning it could be either zero lots or small lot single family homes. Developers are considering a homeowner's association with a retention/wet pond in outlot A.

Planning and Zoning unanimously approved the plat on condition that all stormwater calculations were completed and approved by the city engineer. Last council meeting, the developer discussed the plat outside of the stormwater calculations.

Drainage report is available upon request

RESOLUTION NO. 2022-50

RESOLUTION APPROVING THE PRELIMINARY PLAT OF THE MEADOWS
SUBDIVISION, PART FIVE, WEST BRANCH, IOWA.

WHEREAS, the developer did file with the City Clerk of West Branch, a preliminary for The Meadows Subdivision, Part Five, West Branch, Iowa, which is legally described on Exhibit "A" attached hereto; and

WHEREAS, the aforementioned plat and subdivision is found to conform with Chapter 170 of the West Branch Code of Ordinances, and all other ordinances and statutory requirements; and

WHEREAS, said final platting of the aforementioned subdivision has been examined by the West Branch Planning and Zoning Commission; and

WHEREAS, recommendations from both said Commission and City Staff have been made; and

WHEREAS, after due deliberation, said Commission has recommended that the preliminary platting of the proposed subdivision, be accepted and approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the preliminary platting of The Meadows Subdivision, Part Five, West Branch, Iowa, be and the same is hereby approved.

* * * * *

Passed and approved this 16th day of May, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

PRELIMINARY PLAT THE MEADOWS SUBDIVISION PART 5 WEST BRANCH, IOWA

LEGAL DESCRIPTION

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

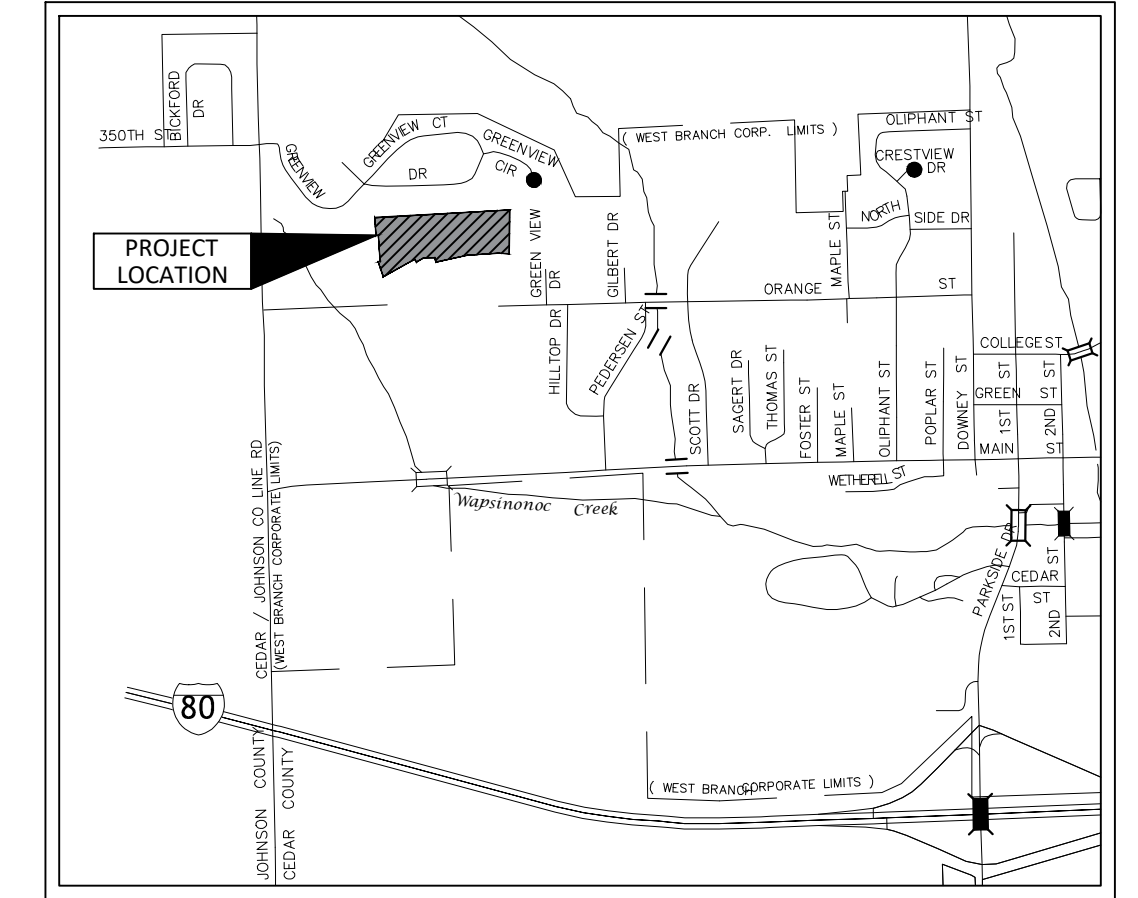
BEGINNING AT THE NORTHEAST CORNER OF LOT 8 OF THE MEADOWS SUBDIVISION PART 4B AS RECORDED IN BOOK 1554 PAGE 326 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG THE NORTH LINE OF SAID PARCEL G N86°46'49"E, 1017.99 FEET TO THE NORTHWEST CORNER OF LOT 25 OF LOETHEN RIDGE ESTATES AS RECORDED IN BOOK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

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

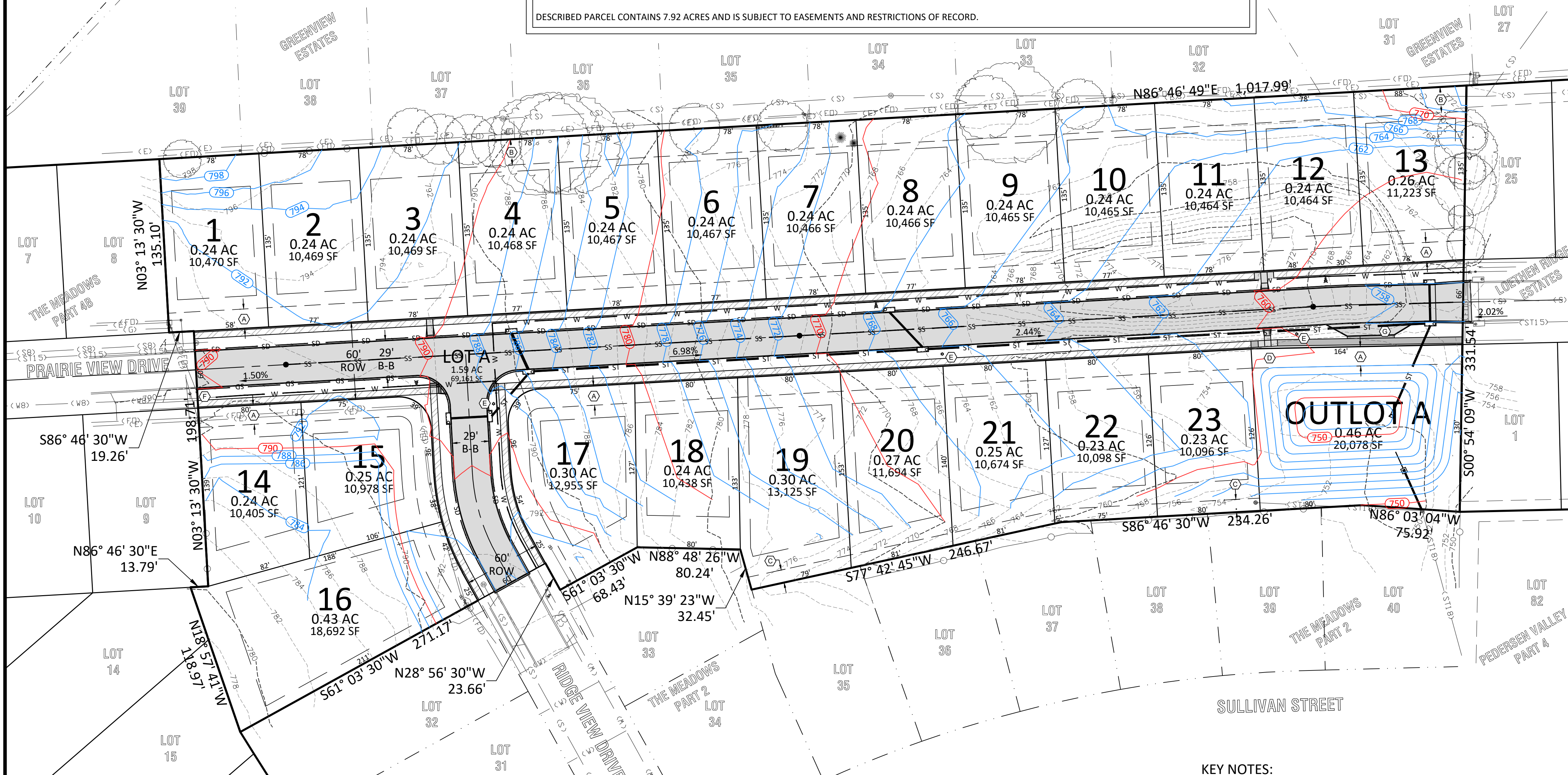
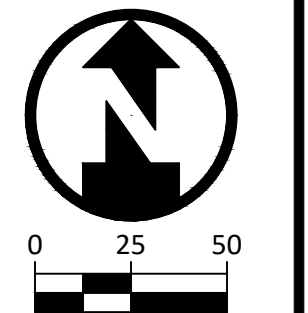
NOTES:

- ALL LOTS ZONED R2.
- SETBACKS FOR R-2 ARE 25' FOR FRONT, 25' FOR REAR, AND 8' FOR SIDE YARDS.
- OUTLOT A IS TO BE OWNED AND MAINTAINED BY A HOME OWNERS ASSOCIATION
- LOT A TO BE DEDICATED TO THE CITY OF WEST BRANCH AS STREET ROW
- VARIANCES ARE REQUESTED FOR THE FOLLOWING ITEMS:
 - STREET GRADES IN EXCESS OF 5.00%
 - STREET WIDTH OF 29'

PROJECT VICINITY MAP



ENGINEER:
AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

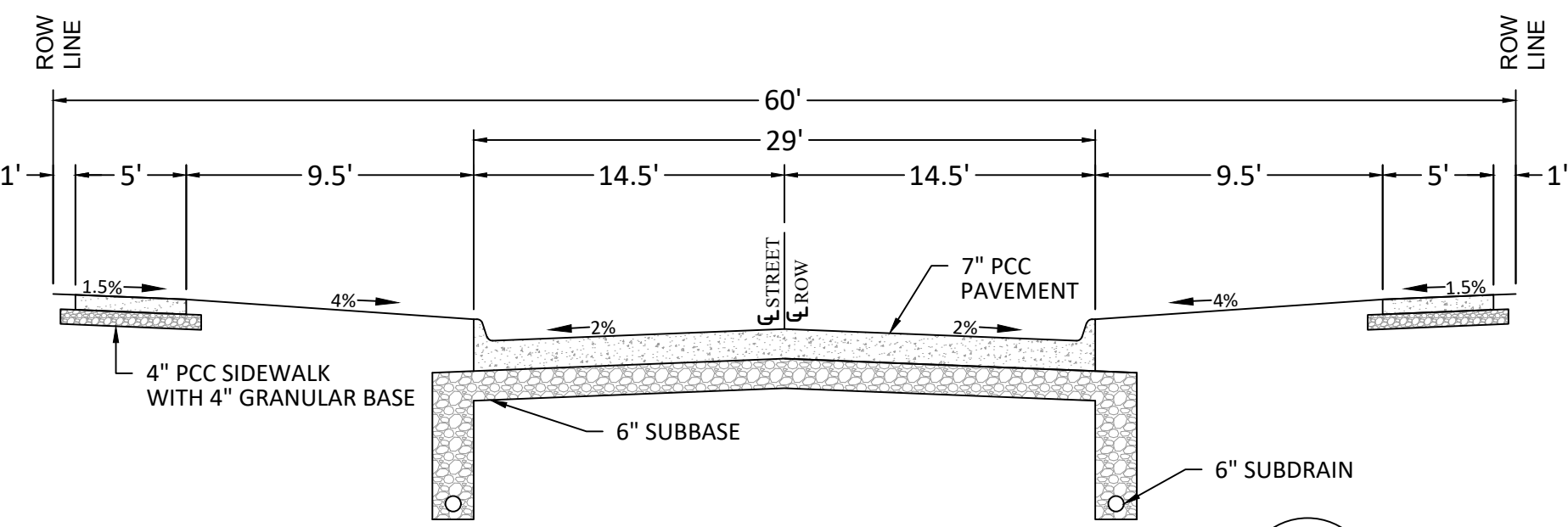


LEGEND:

UTILITIES	EXISTING	PROPOSED
COMMUNICATIONS	— (CD) —	
OVERHEAD LINE	— (OH) —	
ELECTRIC	— (E) —	
FIBER OPTIC	— (FD) —	
GAS	— (G) —	
SANITARY SEWER	— (S) —	— SS —
STORM	— (ST) —	— ST —
SUBDRAIN	— (SD) —	— SD —
WATER: DOMESTIC	— (W) —	— W —
COMMUNICATIONS HANDHOLE	⊠	⊠
COMMUNICATIONS PEDESTAL	⊡	⊡
COMMUNICATIONS MANHOLE	⊞	⊞
GUY WIRE ANCHOR	⊣	⊣
UTILITY POLE	⊙	⊙
UTILITY POLE WITH LIGHT	⊙	⊙
LIGHT POLE	⊙	⊙
ELECTRIC MANHOLE	⊞	⊞
ELECTRIC TRANSFORMER	⊞	⊞
FIBER OPTIC HANDHOLE	⊞	⊞
FIBER OPTIC MANHOLE	⊞	⊞
SANITARY SEWER MANHOLE	⊞	⊞
SANITARY SEWER CLEANOUT	⊞	⊞
STORM SEWER MANHOLE	⊞	⊞
STORM SEWER INTAKE	⊞	⊞
HYDRANT	⊞	⊞
WATER VALVE	⊞	⊞
CURB STOP	⊞	⊞
SITE	EXISTING	PROPOSED
CONTOUR - INDEX	100	100
CONTOUR - INTERMEDIATE	101	101
FENCE: BARB WIRE	— x — x —	
FENCE: CHAIN LINK	— o — o —	
FENCE: CONSTRUCTION	— - - - -	
FENCE: WIRE	— · — · —	
FENCE: WOOD	— x — x —	
SHRUBBERY	⊙	⊙
TREE: DECIDUOUS	⊙	⊙
TREE: CONIFEROUS	⊙	⊙
SIGN	⊙	⊙

KEY NOTES:

- (A) 15' PUBLIC UTILITY EASEMENT
- (B) 20' SANITARY SEWER EASEMENT
- (C) 10' STORM SEWER AND DRAINAGE EASEMENT
- (D) PROPOSED MAILBOX LOCATION
- (E) PROPOSED LIGHTPOLE
- (F) EXISTING LIGHTPOLE
- (G) PULL-OFF AREA FOR MAILBOX TRAFFIC



TYPICAL 29' ROADWAY SECTION

NOT TO SCALE

1

APPLICANT INFORMATION:

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

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

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

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

DRAWING LOG

REV	DATE	DESCRIPTION OF CHANGES
1	04-27-2022	CITY REVIEW
2	05-10-2022	CITY REVIEW

PROJECT NAME: THE MEADOWS SUBDIVISION PART 5
CLIENT NAME: KLM INVESTMENTS, INC.

NOT FOR CONSTRUCTION

SHEET NAME: PRELIMINARY PLAT
SHEET NUMBER: 1 OF 1

PROJECT NO.: 21-0224
DESIGN PROFESSIONAL: BOELK



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Approving a broker change to Cottingham Butler for employee benefits. /Move to action.

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 9, 2022

BACKGROUND:

Staff started reaching out and had a few meetings with different insurance brokers after this year's insurance rate increase of roughly 15%. Cottingham Butler out of Dubuque appeared to be the best broker. They run an insurance trust that pools together other cities and counties into a large health insurance pool.

Iowa Community Trust the health insurance trust which holds health plans with Wellmark. Since we are switching health insurance agents and entering the Iowa Community Trust, we will need to enter an intergovernmental agreement.

The purpose of the agreement is to create and maintain a health benefits program for the City of West Branch.

Employee insurance will still be under Wellmark, keep their doctors, and plan will be 99% the same with reduced costs to the city.

RESOLUTION NO. 2022-51

RESOLUTION APPROVING A HEALTH BROKER CHANGE TO COTTINGHAM BUTLER FOR EMPLOYEE BENEFITS AND ENTERING A 28E INTERGOVERNMENTAL AGREEMENT WITH IOWA COMMUNITY TRUST GOVERNMENTAL HEALTH AND RELATED BENEFITS PROGRAM

WHEREAS, city staff have met with several health and benefits brokers, and

WHEREAS, a salary survey committee consisting of four staff members and two council members discussed different brokers; and

WHEREAS, it is necessary for the City of West Branch to enter an intergovernmental agreement to join a large group insurance plan; and

WHEREAS, with much consideration between admin staff, department supervisors, and the salary survey committee they are hereby recommending Cottingham Butler as the City of West Branch's health insurance and benefits broker.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the Mayor and City Clerk are authorized to enter an agreement with Cottingham Butler and are authorized to execute a 28e intergovernmental agreement with Iowa Community Trust is hereby approved.

* * * * *

Passed and approved this 16th day of May, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



**IOWA COMMUNITY TRUST
GOVERNMENTAL HEALTH AND RELATED BENEFITS PROGRAM**

28E ARTICLES OF AGREEMENT

WHEREAS, The Governmental Entities listed in Addendum A (participating agencies) desire to join together for the operation of a health benefits program for their respective employees; and,

WHEREAS, Chapter 28E of The Code of Iowa authorizes the joint exercise of governmental powers that would include a cooperative agreement to create and maintain a health benefits program;

NOW, THEREFORE the participating agencies hereby join together to form the “Iowa Community Trust Health Care Plan.” The following Articles of Agreement shall establish and govern the creation and operation of the Iowa Community Trust Governmental Health and Related Benefits Program.

ARTICLE I

SECTION 1. Name. The official name shall be the Iowa Community Trust Governmental Health and Related Benefits Program, (hereinafter referred to as “ICT” or “Group”).

ARTICLE II

SECTION 1. Legal Status. This group shall be a voluntary joint undertaking of units of government in joint and cooperative action with private agencies, as authorized by Chapter 28E of the Code of Iowa.

SECTION 2. No Separate Legal Entity. This Agreement shall not establish a separate legal entity to carry out the purposes of this agreement, but creates the Group which shall be a cooperative program funded and operated by the Group’s participating agencies.

ARTICLE III

SECTION 1. Participating Agencies. The members of this group shall be identified in Addendum A as originally attached and hereafter amended through joinder of an additional agency or agencies as provided in Article VII.

ARTICLE IV

SECTION 1. Purpose. The purpose of this Agreement is to provide for the establishment, continued planning, support and operation of a fully insured health and welfare and related benefits program to provide benefits for the eligible and participating employees of the participatory agencies to this Agreement on an exclusive basis.

SECTION 2. Scope. This Agreement shall apply only to the administration and operation of the health and related benefits program as specified herein.

SECTION 3. Fiscal Year. The Fiscal Year for this Group shall be the annual period commencing each July 1st and ending the next June 30th.

ARTICLE V

SECTION 1. Commencement of Operations. The operation of the benefits program shall commence upon the approval of this Agreement by at least two participating agencies at an organizational meeting and the filing of same with the appropriate state entity as required by Iowa law; but in no event later than July 1, 2015. Operations of this Group shall continue until the ICT is dissolved by its members pursuant to the terms of this Agreement.

ARTICLE VI

SECTION 1. Extent of Power. The participatory agencies shall have and exercise all powers granted in these Articles and not inconsistent with Iowa law.

SECTION 2. Source of Power. Each participating agency grants to the Group only those rights and powers necessary for the Group to carry out the purpose and functions stated in this Agreement and hereby expressly reserves all other rights and powers. Each participating agency hereby expressly agrees that it shall be solely liable for the payment of all insurance premiums and fees negotiated by the ICT and its appointed and contracted administrator.

SECTION 3. Exercise of Power. In effectuating the purposes outlined in this Agreement, the Group shall have the power to act on its own behalf and initiate actions for the Group through its governing board, except in those matters which these Articles specify are for the approval, rejection and /or modification by specific vote of individual participatory agencies.

ARTICLE VII

SECTION 1. Membership. A participating agency shall become a member of the ICT through the passing of a formal resolution approving and adopting this Agreement and appointing an official representative to serve on the Board of Directors of this Group. Moreover, each participating agency shall execute an Appointee Election Agreement and the then Applicable Trust Administration Agreement. Each participating agency shall also adopt a resolution appointing an official representative to the governing board of this Group. Each agency shall have one (1) representative who will occupy one (1) seat on the ICT Board of Directors. Upon completion of the above, an ICT director so authorized by the Board of Directors and/or the Bylaws shall accept the resolution of the participating agency and file an updated Addendum A as an exhibit to this Agreement with the appropriate state entity.

At the annual meeting of this Group, each participating agency shall adopt a plan with an effective date concurrent with the Fiscal Year established by the ICT. Each participating agency will be individually underwritten and assigned rates based upon the underwriting requirements of the applicable carrier. By ratifying this Agreement each participating agency hereby agrees to pay all amounts due to the carriers, vendors and administrators of the ICT, resulting from said agency's participation in the ICT.

SECTION 2. Replacement of Representatives. Representatives of a participating agency shall be subject to recall and replacement by their respective agency at any time, in any manner and for whatever cause such agency deems appropriate.

SECTION 3. Duration of Membership. A participating agency of this Group shall continue its membership herein until such time as:

- (a) The agency terminates its membership in the Group as provided herein;
- (b) The agency is expelled as provided herein; or
- (c) The Group ceases operation.

SECTION 4. Termination of Membership. A participatory agency may voluntarily withdraw from membership in the Group at the end of a Group Fiscal Year in the following manner:

- (a) In order to withdraw from membership, the governing authority of a participating agency shall adopt a resolution to withdraw and provide the ICT Board of Directors with written notice of the same not later than April 1st preceding the Group Fiscal Year end at which withdrawal is to be effective;
- (b) Notice of intent to withdraw and a certified copy of the resolution to withdraw shall be sent to the Chairperson of the Board, unless the Chairperson is the representative from the withdrawing agency, in which case

notice shall be sent to the Vice Chairperson;

- (c) In the absence of written notice to withdraw being given by April 1st, a participating agency shall not withdraw until the end of the Group Fiscal Year following the year in which notice is given;
- (d) Termination of membership shall not relieve the withdrawing agency of the obligation to pay all amounts due to the Group nor all amounts due to the carriers, vendors and administrators of the ICT.

SECTION 5. Expulsion of Members. A participatory agency may be expelled from membership in the Group for cause. For the purposes of this Agreement, ‘cause’ is defined as any of the following:

- (a) The participating agency’s violation of one or more of the provisions of these Articles of Agreement, the Bylaws, the Standing Rules of this Group or Iowa law; or

The participating agency’s failure to timely remit payment in full of all amounts due to the carriers, vendors or administrators of the ICT.

A participatory agency may be expelled from membership in the Group at any meeting of the Board of Directors at which a quorum is present, by three-fourths (3/4) vote of the directors present at the meeting.

Prior to the Board considering expulsion of any participatory agency from the Group, said agency shall be provided a written notice of the violation and allowed a minimum of thirty (30) days during which said participatory agency shall have an opportunity to correct or remedy the expellable violation.

Expulsion from membership shall not relieve the expelled agency of the obligation to pay its full share of any current expenditures of the Group which have been approved by the Group consistent with these Articles and By-laws, before the expulsion of such member. Expulsion from membership shall further not relieve the withdrawing agency of the obligation to pay all amounts due to the Group nor all amounts due to the carriers, vendors and administrators of the ICT.

ARTICLE VIII

SECTION 1. Officers. The Board of Directors shall elect from its representatives officers as proscribed in the Bylaws contemplated by Article IX, below.

SECTION 2. Annual Meeting. Beginning with the year 2016, the Annual Meeting of the participating agencies shall be held on the second Tuesday in March. At each annual meeting the election of the Officers of the Board of Directors shall take place and such other business shall be transacted as may be properly presented to such meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of Officers shall not be held on the day designated herein for any

annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting as soon thereafter as conveniently may be. The Board of Directors, through the enactment of Bylaws pursuant to Article IX below, shall provide the manner in which any additional meetings shall be called. All meetings, including both annual and special meetings, shall be noticed, held and conducted in conformance with Iowa law.

SECTION 3. Quorum. A quorum shall consist of a majority of the votes allocated being present by designated representatives. A majority of those votes present shall be sufficient to conduct ordinary business, except where these Articles or the Bylaws shall otherwise provide.

SECTION 4. Voting. Every designated representative to the Board shall be entitled to vote based on the following allocation of votes:

- (a) One (1) full vote for each participating agency with employees eligible for the benefits under the ICT.

The designated representative shall also be entitled to vote by written proxy. Such written proxy shall identify the designee who will exercise the representative's vote and must be delivered to the Chairperson of the Board by the start of the meeting where said proxy is to be utilized.

SECTION 5. Ordinary Business. Ordinary business of an administrative nature with an insurance carrier, vendor or administrator of the ICT may be conducted by an Officer so designated by the governing board and/or the Bylaws. Otherwise, ordinary business necessary to the continued operation of the Group may be conducted at any meeting of the Board of Directors at which a quorum is present, by a majority vote of the directors present at the meeting.

ARTICLE IX

SECTION 1. Bylaws and Standing Rules. The Board shall adopt such Bylaws and Standing Rules as are necessary for the operation of the Group and its health care program on an ongoing basis.

SECTION 2. Adoption and Amendments to Bylaws and Standing Rules. Any Bylaws or Standing Rules shall be adopted, repealed or amended as follows:

- (a) Any Bylaws or Standing Rules shall be adopted, repealed, changed, amended or modified at any meeting of the Board of Directors at which a quorum is present, by three-fourths (3/4) vote of the directors present at the meeting.

SECTION 3. Records. The ICT shall keep and maintain records of its meetings in accordance with Iowa law.

ARTICLE X

SECTION 1. Amendments. These Articles of Agreement may be amended at any meeting of the Board of Directors at which a quorum is present, by three-fourths (3/4) vote of the directors present at the meeting. Notwithstanding the foregoing, any director so authorized by the Board or Bylaws shall amend Addendum A and file the same with the appropriate government entity upon the new membership of any participating agency pursuant to Article VII. Such amendment to Addendum A and addition of a new member agency to the ICT need not be approved by a vote of the directors.

ARTICLE XI

SECTION 1. Appointment of Business Representative. The Board shall appoint by contract a Group Administrator to provide consultation, advice and negotiation of benefits for a period of three (3) years. Negotiations with insurance carriers will be conducted by this Representative and approved by the Board.

SECTION 2. Legal Responsibility. It is expressly agreed that each individual agency will remain fully liable and responsible to its own employees and beneficiaries with respect to any claim, demand, right or cause of action now in existence or hereafter accruing relating in any manner to any of the health benefits program products or services purchased or administered pursuant to this Agreement and will remain the legal entity against whom any action at law or in equity may be filed by an individual employee or beneficiary. Each individual agency (hereinafter "Indemnitor") hereby agrees to defend, indemnify and hold the ICT, the other participating agencies and any of their officers, agents, administrators and assigns (hereinafter "Indemnitees") harmless from and against any and all suits, claims, damages, losses and expenses, including attorneys' fees, brought or alleged against Indemnitees by Indemnitor or any of Indemnitor's employees or beneficiaries relating in any way to the ICT health benefits program.

SECTION 3. Administrative Fund. The Board may establish a separate administrative fund for the purpose of payment of any costs associated with the operation of the ICT. Administration of this fund shall, including membership contribution levels (if any), fund maintenance and fund expenditure, be determined at any meeting of the Board of Directors at which a quorum is present, by a majority vote of the directors present at the meeting

SECTION 4. Property Ownership. No property, real or personal, shall be acquired or held under this Agreement, except for any administrative fund.

SECTION 5. Contracts. Contracts entered into by the officers with the approval of the Board of Directors shall be binding upon the respective participatory agencies through their representatives as agents for said agencies.

SECTION 6. Renewals. Each participatory agency will be provided renewal information directly from the carriers, vendors and administrators of the ICT. Any change in renewal

pricing will be based on the individual risk factors attributable to the specific participating agency. If renewal rates are not presented by the Group Administrator at the Annual Meeting, Article VII SECTION 4 items (a), (b) and (c) will not be enforced.

ARTICLE XII

SECTION 1. Dissolution. This Agreement and the Group shall be dissolved at any meeting of the Board of Directors at which a quorum is present, by three-fourths (3/4) vote of the directors present at the meeting. After all outstanding claims and obligations are paid and terminated, the remaining funds in the Group pool of funds (whether in trust account, checking account or otherwise) shall be divided among the participating agencies on a pro-rata basis according to the respective numbers, based on an average of the current Plan Year enrollment, of employees covered by the health and related benefits program each participating agency has in the Plan; provided, however, an agency, excluding original participating agencies as of July 1, 2015, shall only receive a share of such final distribution if the agency has been a member of the Plan for three (3) preceding years.

ARTICLE XIII

SECTION 1. Severability. If any provisions of these Articles of Agreement or the application thereof to any agency or circumstance is held invalid, such invalidity shall not affect other provisions or application of these Articles which can be given effect without the invalid provisions or applications, and to this end, the provisions of these Articles are declared to be severable.

Group

Signature: _____

Date: _____

C&B Representative

Signature: _____

Date: _____



**IOWA COMMUNITY TRUST
GOVERNMENTLA HEALTH AND RELATED BENEFITS PROGRAM**

ADDENDUM A

ENTITIES PARTICIPATING IN THE 28E AGREEMENT

Group

Signature: _____

Date: _____

C&B Representative

Signature: _____

Date: _____



Cottingham & Butler

Cottingham & Butler Compensation Agreement

This Agreement made as of the 1st day of July, 2022 (“Effective Date”) between City of West Branch, an Iowa corporation with an address of 110 N Poplar St., West Branch, IA 52358 (“Client”) and COTTINGHAM & BUTLER INSURANCE SERVICES, INC., an Iowa corporation with an address of 800 Main Street, Dubuque, IA 52001 (“Cottingham & Butler”) (each individually a “party” and collectively “parties”)

At Client’s request, Cottingham & Butler has agreed to provide certain consulting and advisory services with respect to Client’s benefit program(s) on the terms and conditions set forth in this Agreement.

THEREFORE, Client and Cottingham & Butler agree as follows:

1. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall remain in full force and effect for a term of one year. This Agreement shall automatically renew on the first anniversary of the Effective Date and annually thereafter for additional one-year renewal terms. In the event of nonpayment by Client, Cottingham & Butler may suspend further services to Client for a period of not less than fifteen (15) days. If the outstanding invoice(s) are not paid within such time period, Cottingham & Butler may terminate this Agreement effective immediately.
2. **Cottingham & Butler Duties.** Cottingham & Butler will consult with and advise Client regarding the following matters (“Services”):
 - a. Health plan analysis and benchmarking.
 - b. Expected health plan costs and employee contribution analysis and recommendations.
 - c. Health plan marketing.
 - d. Employee communication and education tools and materials regarding benefits serviced under this agreement.
 - e. Developing executive summaries to provide information for long-term guidance.
 - f. Review of health plan costs relative to the benchmarks.
 - g. Analysis and market search for renewal considerations.
 - h. Renewal proposals.
 - i. Legislative updates.



Cottingham & Butler

- j. Provide access to C&B sponsored webinars.
 - k. Provide quarterly Benefits newsletter via email.
 - l. Review carrier and program options for other employee benefits offered such as life, disability, voluntary programs, worksite programs, dental, vision, flexible spending, etc.
3. **Changes.** Client may, with the prior written approval of Cottingham & Butler, which shall be given or withheld in its sole and absolute discretion, issue written directions for additional, ancillary, or modified Services within the general scope of Services. Any fees related to such additional, ancillary, or modified Services shall be set forth in writing.
4. **Disclosure.** C&B may enter into agreements with some insurance carriers through which it is compensated for services provided on behalf of the carriers. This compensation is based on several factors such as overall volume, growth, and in some cases profitability of the aggregate premium placed with such carriers. C&B subsidiaries may also receive compensation for services such as utilization review, case management and claims handling performed directly for the insurance carriers.

C&B's objective in recommending insurance carriers and coverages is to provide you, our client, with options for your consideration and selection. We will provide you with additional information, upon request, regarding payment C&B receives, in addition to the fee payment referred to herein, that relates to your account.

5. **Client Duties.** Client agrees to appoint Cottingham & Butler as Client's continuing Broker of Record for all contemplated health insurance matters. Client agrees to cooperate fully with Cottingham & Butler on all matters pertaining to insurance including providing Cottingham & Butler with accurate data concerning its current health insurance programs, past insurance history and all other information requested by Cottingham & Butler.

Moreover, Client agrees to:

- a. Pay Cottingham & Butler the fees outlined in Paragraph 6 of this Agreement, which fees may be revised at the time of renewal of this Agreement by the execution of an amendment to this Agreement signed by the parties.
- b. Provide the information requested by Cottingham & Butler in as timely a manner as necessary for the performance of the Services listed in Paragraph 2 above.
- c. Appoint Cottingham & Butler as Broker of Record on all lines of its insurance related to Employee Benefits, including, but not limited to: Medical, Dental, Vision, Life, Disability, Voluntary Programs, Worksite Programs, Flexible Spending, etc.



Cottingham & Butler

6. **Service Fee.** Client shall pay to Cottingham & Butler all invoiced amounts for Services rendered by Cottingham & Butler in accordance with this Agreement.

Invoices for Services will be submitted monthly in the amount of \$50.00 PEPM by Cottingham & Butler for payment by Client based on the monthly enrollment. Payment is due upon receipt and is past due thirty (30) business days from receipt of invoice. If Client has any valid reason for disputing any portion of the invoice, Client will notify Cottingham & Butler within thirty (30) calendar days of receipt of invoice from Cottingham & Butler. If no such notification is given, the work and fees evidenced by the invoice shall be deemed accepted by Client. If a portion of an invoice is disputed, any portion of Cottingham & Butler's invoice and any future invoices not in dispute shall be paid in accordance with the procedures set forth herein.

Failure to pay may result in suspension of services and possible contract termination in accordance with section (1) of this Agreement.

Cottingham & Butler's fees under this Agreement shall be fully earned on the execution of this Agreement (and any renewal thereof), and payable on invoicing as outlined above.

7. **Limitation of Liability.** The Client agrees to defend, indemnify, and hold harmless Cottingham & Butler and its employees, agents, directors, officers, affiliates and subsidiaries from any and all loss, damage, liability, judgments, claims and expenses, including reasonable attorney fees, arising out of or related to:
- a. The Client's performance, or lack thereof, of its duties and obligations under its insurance programs or this Agreement;
 - b. The good faith performance by Cottingham & Butler of its duties to the Client under this Agreement; and
 - c. Actions taken by Cottingham & Butler at the direction of the Client.

Client further agrees to indemnify Cottingham & Butler for attorneys' fees and related legal costs resulting from or in connection with Client's breach of this Agreement (including, but not limited to, its indemnification obligations contained in Par. 7), as well as for attorneys' fees and related legal costs resulting from Cottingham & Butler's efforts to enforce the terms of this Agreement.

Cottingham & Butler shall have the right to control the defense and any settlement of a claim or suit.

In no event shall Cottingham & Butler be liable to Client for indirect, special, incidental, or consequential damages, even if Client and Cottingham & Butler have been advised of the possibility of such damages.



Cottingham & Butler

No action, regardless of form, arising out of the services under this Agreement may be brought by either party more than three years after the act, event or service that is the subject of such action, or one year after the discovery of such act, error or omission, whichever occurs last.

8. **Confidentiality.** The recipient of any Confidential Information will not disclose that Confidential Information, except to affiliates, employees, and/or agents who need to know it and who have agreed in writing to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfill obligations under this Agreement and that they will keep the Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving the disclosing party reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure. Confidential Information shall not include information that: (1) the receiving party knew before it was disclosed by the disclosing party; (2) becomes public knowledge through no fault of the receiving party; (3) the receiving party obtains from sources other than disclosing party who owe no duty or confidentiality to the disclosing party; or (4) the receiving party independently develops. Separate HIPAA agreements may be required. The term "Confidential Information" means all business or technical information of the disclosing party, whether it is received, accessed or viewed by the receiving party in writing, visually, electronically or orally. Confidential Information shall include, without limitation, technical information, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential customers or projects, techniques, inventions, discoveries, know-how and trade secrets. "Confidential Information" also includes all such business or technical information of any third party that is in the possession of the disclosing party.
9. **Insurance Requirement.** THIS COMPENSATION AGREEMENT IS NOT AND SHALL NOT BE INTERPRETED OR CONSTRUED (a) AS A SUBSTITUTE FOR ANY HEALTH BENEFITS OR (b) AS AN AGREEMENT TO PROVIDE SUCH HEALTH INSURANCE OR BENEFITS.
10. **Relationship of the Parties.** Cottingham & Butler shall perform all Services as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of employer and employee between the parties herein or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.
11. **Intellectual Property.** Cottingham & Butler shall retain all copyright, patent, trade secret and other intellectual property rights Cottingham & Butler may have in anything created or developed by Cottingham & Butler for Client under this Agreement ("Work Product"). Cottingham & Butler shall grant Client a nonexclusive worldwide license to use the Work Product during the term or any renewals of this Agreement.



Cottingham & Butler

12. **Integration.** This Agreement sets forth all the terms, conditions, and agreement of the parties, and supersedes former agreements relating to the same subject matter. There are no other terms, conditions, or agreement except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.
13. **Waiver.** Failure by either party at any time to enforce any obligation of the other party, to claim a breach of any term of this Agreement, or to exercise any power agreed hereunder will not be construed as a waiver of any right, power or obligation under this Agreement
14. **Jurisdiction/Venue.** The law of Iowa will be controlling in all matters relating to the interpretation and validity of this Agreement. The parties agree that the Iowa District Court in and for Dubuque County, Iowa shall be the sole and proper venue for any claims or suits brought by either party relating to this Agreement.
15. **Severability.** If any provision of this Agreement is found to be invalid, illegal, null, or void by a court of competent jurisdiction, the Agreement shall be interpreted as if such provision(s) were deleted and the remaining provisions of the Agreement shall remain in full force and effect.
16. **Authority.** The undersigned parties represent and warrant that they have authority to execute this Agreement, all necessary corporate actions have been taken to authorize its signing, and it is binding upon Client and Cottingham & Butler, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

City of West Branch

Cottingham & Butler, Inc.

By: _____
Company Officer

By: _____
Company Officer

Title: _____

Title: _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Approving pay scale /Move to action.
--

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 9, 2022

ATTACHMENT 1: RESOLUTION

Every year, council will pass a wage scale with COLA added. Every three years, the city will conduct a market study to see if wage scale needs adjusted for certain positions.

ATTACHMENT 2: EXECUTIVE SUMMARY

Full salary survey results are available upon request Overall, West Branch employees have fallen behind their peers in pay in the absence of a merit pay policy.

ATTACHMENT 3: PAYSCALE

The city surveyed seventeen other communities with mostly of similar size, location, and similar standards of living. The committee is recommending the following pay scale:

ABOVE & BELOW PAYSACLE

Positions is in orange/yellow we found that position with their current experience is below the market. The darker the color, the more severe the difference is. In FY 23 we will start implementing certification pay with a timeline requirement. Outside of water, PW, clerks, and P and R Director should be at or close to market.

- We will be budgeting roughly \$10-14k a year from FY 24-26
- FY 23 incentive only bumps: PW employees, PR Director, Clerks (will be paid through building permits fees due to increased work load and PW already budgeted)
- FY 24 market bumps: PW Director, Assistant Library Director, All Police
- FY 25 market bumps: Water, Asst. Library Dir., Senior Police, (Clerks, if still needed.
- FY 26 market bumps: Any other that is behind after bumps

Positions in blue are close to hitting the cap in pay:

- Those get a cost of living wage increase.
- The committee discussed bonuses for high performers that are at the top of the scale, but did not want to go as far as a steady increase. But committee still wanted an incentive for those at the top.
 - Dollar amount and percentage was not discussed as it needs fleshed out.

RESOLUTION NO. 2022-52

RESOLUTION ADOPTING A PAY SCALE FOR PERMANENT FULL TIME EMPLOYEES

WHEREAS, a salary survey committee consisting of four staff members and two council members conducted a market wage; and

WHEREAS, the salary survey committee is recommending the following wage scale; and

WHEREAS, each year cost of living is added to the pay scale; and

WHEREAS, it is the intention of the city to conduct a market wage study every three years to evaluate each individual job market, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, is adopting a wage scale and is hereby approved.

FY 23 Pay Scale								Hiring Range			
4% COLA Increase Over FY-22 - Added to Midpoint											
Position	A		B		C		D		E		
	Low		10 year	Current	High				5%>Midpt		
	Midpt ÷	1.15	Midpoint	Midpt x	1.15	Hourly	Annual	Low	High	Hourly	Annual
1 Police Chief	\$33.17	\$68,987	\$38.14	\$79,335	\$43.86	\$91,236	\$33.17	\$68,987	\$40.05	\$83,302	
2 PW Director	\$31.78	\$66,101	\$36.55	\$76,016	\$42.03	\$87,418	\$31.78	\$66,101	\$38.37	\$79,816	
3 Police Sargent (Vacant)	\$29.64	\$61,651	\$34.09	\$70,899	\$39.20	\$81,534	\$29.64	\$61,651	\$35.79	\$74,444	
4 Finance Officer	\$27.10	\$56,360	\$31.16	\$64,814	\$35.83	\$74,536	\$27.10	\$56,360	\$32.72	\$68,054	
5 * Senior Police Officer	\$27.04	\$56,243	\$31.10	\$64,680	\$35.76	\$74,382	\$27.04	\$56,243	\$32.65	\$67,914	
6 Lead Water/WW Employee	\$26.49	\$55,096	\$30.46	\$67,716	\$35.03	\$72,864	\$26.49	\$55,096	\$31.98	\$66,528	
7 Entry Police Officer	\$25.22	\$52,458	\$29.00	\$60,326	\$33.35	\$69,375	\$25.22	\$52,458	\$30.45	\$63,343	
8 City Clerk	\$23.55	\$48,982	\$27.08	\$56,330	\$31.14	\$64,779	\$23.55	\$48,982	\$28.44	\$59,146	
9 IT Library Director	\$22.34	\$46,462	\$25.69	\$53,431	\$29.54	\$61,446	\$22.34	\$46,462	\$26.97	\$56,103	
10 Parks & Rec Director	\$22.25	\$46,289	\$25.59	\$53,232	\$29.43	\$61,217	\$22.25	\$46,289	\$26.87	\$55,894	
11 Senior Publicworks Employee	\$22.00	\$45,760	\$25.30	\$56,242	\$29.10	\$60,518	\$22.00	\$45,760	\$26.57	\$55,255	
Library Director	\$20.98	\$43,633	\$24.12	\$50,178	\$27.74	\$57,705	\$20.98	\$43,633	\$25.33	\$52,687	
12 Publicworks Employee	\$20.67	\$42,989	\$23.77	\$52,836	\$27.33	\$56,853	\$20.67	\$42,989	\$24.96	\$51,909	
Utility Clerk	\$19.72	\$41,026	\$22.68	\$47,179	\$26.08	\$54,256	\$19.72	\$41,026	\$23.82	\$49,538	
13 Asistant Library Director	\$18.92	\$39,353	\$21.76	\$45,256	\$25.02	\$52,044	\$18.92	\$39,353	\$22.85	\$47,518	
14 Librarian	\$17.89	\$37,207	\$20.57	\$42,788	\$23.66	\$49,206	\$17.89	\$37,207	\$21.60	\$44,928	

* * * * *

Passed and approved this 16th day of May, 2022.

Roger Laughlin, Mayo

ATTEST:

Leslie Brick, City Clerk



Salary Survey Executive Summary

Major Findings

1. The longer an employee stays loyal to West Branch the further they fall behind their peers.
 - o 82% of peer communities employee generally receive a merit bump on top of cost of living, where as West Branch has recently only done cost of living.
 - o With all benefits included, entry level employees make \$3,000 less, mid-level employees make \$6,000 less, and senior employees make \$7,000 less than peer communities in a similar position.
2. Overtime employees make the same as their peers but generally work more hours than peer over time employees. (10% OT worked compared to 5%)
3. Vacation is the biggest strength for West Branch employees
 - o Vacation is an inexpensive benefit that West Branch should highlight when recruiting new job applicants.
 - o However, overtime, peer community vacation days start exceeding West Branch employees.
4. Employer share of family health care is 20% lower in West Branch than peers. However, 75% of city employees preferred a wage increase over a benefit increase.
5. The peer community offers incentive wages for clerk certifications, where West Branch does not.

Individual Jobs Generic Look

					3% On Pace		
					4% Close to pace		
					6% Below Pace		Year Mark
Positions	Current Pay	FY 23 Pay	Bump Needed	FY 24	FY 25		
Police Chief	73000.00	75920	0	80475.2	84,499	6,4,5	9
Public Works Director	71644.50	74510.28	4,546	78,981	82,930	6,4,5	11
Finance Officer	53000.00	56120	4,839	59,365	64,927	4*,4*,6	7
Lead Waste Water Operator	56305.60	62558	7,392	66,311	70,290	4*,6,6	8
Senior Police	59280.00	61000	\$1,092	64660	68,540	6,6,4	14
City Clerk	48796.80	50749	3,328	57,779	60,090	4*,4,6	12
Head Librarian - IT	57376.00	59671	0	62,058	64,540	3,3,4	20
Parks and Recreation Director	51370.00	53424.8	872	55,562	57,784	4*,4,5	12
Entry Police Officer	56160.00	58000	0	61480	63,939	6,6,4	12
Library Director							
Senior Public Works Emp.							
Billing Clerk							
Entry Public Works	40560-43243	42500-44972	No on call	44,000-47,000	50,000-53,000	4*,4*,4	6 year*
Asst. Librarian Dir.	42515.00	44216	3,665	46,869	49,681	6,6,4	18
Librarian	42515.00	43,750	0	45500	47,320	3,3,4	13
* Incentives Available		12000		14,890	13,695		
.5 for 1 and 2							
\$1 for full cert							
FY 23 Cost		12,000					
FY 24 Cost		14,890					
FY 25 Cost		13,695					
FY 26 Cost		12,000					

The Median Community

For purposes of large or high numbers not skewing data city administrator recommends using a median, much like the federal government uses for data analysis. The median community size is 2,828. 17 communities filled out surveys, the communities consisted of similar sized communities mixed with a few locally competing communities.

Item	Median Community	West Branch	
Population Size	2,828	2,509	
Starting Vacation	10 days	13 days	
Final Vacation	24 days	23 days	
Sick Days	12 days	12 days	
Personal Days	1 day	0 days	
Total Days Paid Off	23-37 days	25-35	
OT Budget	6% or 120 hours	10% or 208 hours	
On call policy	No	Police yes	
Single Family Health	100%	100%	
Family Health	90%	70%	
Cert Pay	Yes admin, yes PW	No Admin, Yes PW	
Cert Pay \$	\$0.5-\$1, 0.5-\$0.6	\$0, \$0.5-\$0.75	
Merit Raise	Yes	No, COLA	
Entry Level Total	\$70,520	\$67,320	*OT employees break even
Mid-Range Total	\$78,840	\$72,920	
Senior Range Total	\$89,856	\$82,220	

*assume average entry wage is \$24, midpoint is \$27, and high is \$31 and health care is 500 single and \$1,500 for family. Assumes WB stays at COLA versus merit based, \$26, \$29.5

FY 23 Pay Scale							Hiring Range			
4% COLA Increase Over FY-22 - Added to Midpoint										
Position	A Low		B 10 year Current Midpoint Midpoint		C High		D Low		E 5%>Midpt High	
	Midpt ÷ Hourly	1.15 Annual			Midpt x Hourly	1.15 Annual				
1 Police Chief	\$33.17	\$68,987	\$38.14	\$79,335	\$43.86	\$91,236	\$33.17	\$68,987	\$40.05	\$83,302
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14 Librarian	\$17.89	\$37,207	\$20.57	\$42,788	\$23.66	\$49,206	\$17.89	\$37,207	\$21.60	\$44,928

Needs Improvem ent	On Pace	Close to Market Cap
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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Merit Based Pay /Move to action.
--

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 9, 2022

ATTACHMENT 1: RESOLUTION

Every year, council will pass a salary resolution based on the recommendations of the direct supervisor.

ATTACHMENT 2: MERIT PAY POLICY FOR EMPLOYEE HANDBOOK

The following memorandum should serve as a policy in the employee handbook to help guide staff in determining pay increases.

RESOLUTION NO. 2022-53

RESOLUTION ADOPTING A MERIT PAY SYSTEM FOR PERMANENT FULL TIME EMPLOYEES

WHEREAS, a salary survey committee consisting of four staff members and two council members discussed multiple merit pay systems; and

WHEREAS, the salary survey committee felt it was necessary to have a merit pay policy to incentivize employees who improve city operations, retain experienced staff, and keep employee performance/pay private between appropriate supervisors; and

WHEREAS, the salary survey committee is recommending an incentive pay system similar to Iowa Department of Transportation as seen in the memorandum on the following page;

WHEREAS, each year employee evaluations must occur before the final council meeting in June; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, is adopting a merit-based pay policy outlined in the memorandum on the following page.

* * * * *

Passed and approved this 16th day of May, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



Merit Based Pay Policy

May 5, 2022

MEMORANDUM

TO: All Staff, if approved by Council

CC: Mayor and Council

FROM: Adam Kofoed

City Administrator

RE: Merit Based Pay Policy

General Procedures

1. Pay Scale Adjustments

- a. Every year, council will approve a new pay scale adjusted for cost of living allowance (COLA).
- b. Every three years, city staff will strive to work with two council members and undertake a salary survey to help them determine the individual market for each position.
- c. For transparency reasons, it is recommended at least one council member sit in on a salary survey study committee.

2. Market Increases

- a. In cases where a certain position may be below the market average, staff must present a three-year plan to get positions to a competitive rate.
- b. If an employee is paid under market due to past performance issues, it is up to the direct supervisor to recommend whether that market bump will occur. However, it is within the best interest of the city to plan for such wages.

3. Employee Evaluations

- a. Annual evaluations should occur between May and June. Supervisors will work with their staff and layout expectations while discussing personal goals for the following year.
 - i. Meeting goals does not always dictate and extra merit increase as there are other factors in an employee evaluation.
- b. Supervisors should strive to have informal quarterly discussions with their staff to provide feedback along the way.
- c. Each year supervisors will make a recommendation wage increases based on the prior year performance.

How It Works

If COLA in FY 24 is 2%

- 0-2% underperforming or standard performers
- 2-4% average to above average performers
- 4-6% above average to outstanding performers

The Scale

- The median market wage should be at the 10-year mark
- Starting pay should be no lower 85% of the market wage at the 10-year mark.
- Max pay should be no higher than 115% of the market wage at the 10-year market.
- In theory, hiring scale should start at the low and be no higher than 5% over the 10 year, midpoint.

Top of Scale

In theory, it should take 18 years for an average performer as they gain experience to meet the top of the wage scale. Above average to outstanding performers could reach the top of the scale sooner. Those at the top of the scale will receive a COLA increase but may receive a bonus, not an increase in pay, if they have an exceptional year.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Concession Petty Cash /Move to action.
--

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 9, 2022

Staff is seeking a resolution to authorize a petty cash fund for the concession stand as required by a resolution, per advice from our auditor.

Money will be maintained by the Parks and Rec Department, but is subject to internal audits from city staff and external audits from our official auditor.

RESOLUTION NO 2022-54

A RESOLUTION AUTHORIZING THE CITY OF WEST BRANCH FINANCIAL OFFICER
TO ESTABLISH AND MAINTAIN A PETTY CASH FUND FOR THE WEST BRANCH
CUBBY PARK CONCESSION STAND

WHEREAS, the City Council of the City of West Branch, Iowa, has reviewed the conditions and request to establish a petty cash fund for the community center bar; and

WHEREAS, this fund shall be referred to as the “Cubby Park Concession Stand Cash” used for starting cash to make change for any customers at official city events, when staffing is available; and

WHEREAS, the finance officer is directed by city council to write one check for \$600 cash (Six hundred dollars), increments determined by the community center director and city clerk;

WHEREBY: this money shall be kept as starting cash for each bar and not deposited until the City Council determines the cash is no longer needed; and the concession stand cash shall be kept in the locked city vault under the responsibility of the parks and rec director, but supervised by the finance officer.

NOW THEREFORE, the city council of the City of West Branch, Iowa authorizes and approves a petty cash fund in the amount of \$600, and directs the finance officer to record such cash on the financial statements as a cash account.

* * * * *

Passed and approved this 16th day of May, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN AND
DISBURSEMENT AGREEMENT

439235-13 (N/I)

West Branch, Iowa

May 16, 2022

The City Council of the City of West Branch, Iowa, met on May 16, 2022, at 7 o'clock p.m., at the 110 North Poplar Street, known as City Hall, in the City of West Branch.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO.2022-55

Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$10,203,000

WHEREAS, the City of West Branch (the “City”), in Cedar and Johnson Counties, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$10,203,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the “Project”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Branch, Iowa, as follows:

Section 1. This City Council shall meet on June 6, 2022, at the _____, in the City, at _____ o’clock ____ .m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$10,203,000

(SEWER REVENUE)

The City Council of the City of West Branch, Iowa, will meet on June 6, 2022, at the City Council Chambers located at 110 North Poplar Street, in the City, at 7 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$10,203,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Sanitary Sewer System (the "Utility") of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of West Branch, Iowa.

Leslie Brick
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$10,203,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon adoption and approval, as provided by law.

Passed and approved this May 16, 2022.

Mayor

Attest:

City Clerk

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
CEDAR AND JOHNSON COUNTIES SS:
CITY OF WEST BRANCH

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

- _____, Mayor
- _____, City Administrator
- _____, City Clerk
- _____, Finance Director
- _____, City Treasurer
- _____, Council Member/Mayor Pro Tem
- _____, Council Member
- _____, Council Member
- _____, Council Member
- _____, Council Member

I further certify that the City established the Municipal Sanitary Sewer System (the "Utility") and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying sanitary sewer service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

PUBLICATION CERTIFICATE:

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
CEDAR AND JOHNSON COUNTIES SS:
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

May 10, 2022

VIA EMAIL

Adam Kofoed
City Administrator/City Hall
West Branch, Iowa

Re: \$10,203,000 SRF Sewer Revenue Loan and Disbursement Agreement
File No. 439235-13

Dear Adam:

We have prepared and attach proceedings for the May 16, 2022 City Council meeting to enable the Council to set June 6, 2022 as the date for a hearing on the proposal to enter into the SRF Sewer Revenue Loan and Disbursement Agreement (the "Agreement").

The documents attached include the following items:

1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution. Please print an extra copy for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization and Establishment Certificate.
4. Outstanding Debt Certificate with respect to the outstanding debt of the Sewer Utility.
5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in West Branch. The last date on which this notice can be effectively published is June 2, 2022.

As soon as the notice appears in the newspaper, please have a copy emailed to lemke.susan@dorsey.com or faxed to our office at (515) 283-1060.

Please return one fully executed copy of all completed pages to us as soon as they are available.

Please call Emily Hammond, Lauren Baker or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Leslie Brick
Heidi Van Auken
Tracy Scebold
Tony Toigo
Maggie Burger
Dave Schechinger



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: May 16, 2022

AGENDA ITEM: Merit Based Pay /Move to action.
--

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 9, 2022

BACKGROUND:

Staff spoke with the city's financial advisor and they do not believe the city will hit the required debt coverage ratio and the city must raise rates.

According to our financial advisory, the following rate increases are recommended

- Raising rates by 5% on July 1, 2022 from \$15.29 to \$16.05 per 1,000 gallons.
- Raising an additional 10% on July 2023 going from \$16.05 to \$17.65 per 1,000 gallons.

OR

- \$22 an account.

Staff will discuss the pros and cons at the meeting. Council has three readings to decide which way to raise rates.

Last meeting notes

With the increase in sludge removal, inflation, and purchasing additional land for a future permanent dump site, the anticipated costs of the lagoon system is \$10,203,000. For an SRF loan, the project must be funded by utility fees and meet a debt coverage ratio of 1.1. This means there should be 10% revenue remaining every year after the SRF loan is paid.

Speer Financial, Inc.

Back Loaded Debt

City of West Branch, Cedar and Johnson Counties, Iowa

Sewer

Net Income Summary and Debt Service Coverage

Proposed

Series 2022 \$10,203,000 Sewer Revenue SRF Loan

Fiscal Year	2020	2021	2022	2023	2024	2025	2026	2027
Accounts	1042	1042	1042	1042	1042	1042	1042	1042
	0.0%	24.0%	19.5%	5.0%	10.0%	16.0%	1.5%	0.0%

Operating Revenue:

	2020	2021	2022	2023	2024	2025	2026	2027
Sewer charges for service	\$ 468,216	\$ 639,055	\$ 763,671	\$ 801,854	\$ 882,040	\$ 1,023,166	\$ 1,038,514	\$ 1,038,514
Misc. Revenue	-	-	-	-	-	-	-	-
Infrastructure Fee \$ ___/mo/___ accounts	-	-	-	-	-	-	-	-

Net Operating Revenue	2020	2021	2022	2023	2024	2025	2026	2027
	\$ 468,216	\$ 639,055	\$ 763,671	\$ 801,854	\$ 882,040	\$ 1,023,166	\$ 1,038,514	\$ 1,038,514
Annual Increase in O/M		2%	2%	2%	2%	2%	2%	2%

Operating Expense:

	2020	2021	2022	2023	2024	2025	2026	2027
Operation and Maintenance	\$ 243,346	\$ 296,525	\$ 302,456	\$ 308,505	\$ 314,675	\$ 320,968	\$ 327,388	\$ 333,935
Misc. Expenses	-	-	-	-	-	-	-	-
Operating Expense:	\$ 243,346	\$ 296,525	\$ 302,456	\$ 308,505	\$ 314,675	\$ 320,968	\$ 327,388	\$ 333,935

Net Operating Income:	2020	2021	2022	2023	2024	2025	2026	2027
	\$ 224,870	\$ 342,530	\$ 461,215	\$ 493,350	\$ 567,365	\$ 702,198	\$ 711,126	\$ 704,578

Calculation of Debt Service Coverage:

Minus: Transfer to Savings

Income Available For Debt Service	2020	2021	2022	2023	2024	2025	2026	2027
	\$ 224,870	\$ 342,530	\$ 461,215	\$ 493,350	\$ 567,365	\$ 702,198	\$ 711,126	\$ 704,578

Series 2022 Sewer Revenue SRF Loan - \$10,203,000	2023	2024	2025	2026	2027
	\$ 414,050	\$ 503,360	\$ 641,260	\$ 641,280	\$ 641,120

Total Debt Payment	2023	2024	2025	2026	2027
	\$ 414,050.28	\$ 503,360.00	\$ 641,260.00	\$ 641,280.00	\$ 641,120.00

Debt Service Coverage	2023	2024	2025	2026	2027
	1.19x	1.13x	1.10x	1.11x	1.10x

Cash Available	2020	2021	2022	2023	2024	2025	2026	2027
	\$ 224,870	\$ 342,530	\$ 461,215	\$ 79,299	\$ 64,005	\$ 60,938	\$ 69,846	\$ 63,458
Cash Balance (Beginning of Year)	\$ 63,977	\$ 288,847	\$ 552,887	\$ 1,014,102	\$ 1,093,402	\$ 1,157,406	\$ 1,218,344	\$ 1,288,190
Ending Cash Balance	\$ 288,847	\$ 552,887	\$ 1,014,102	\$ 1,093,402	\$ 1,157,406	\$ 1,218,344	\$ 1,288,190	\$ 1,351,648

Speer Financial, Inc.

14/Mar/22

AVG MONTHLY BILL	2020	2021	2022	2023	2024	2025	2026	2027
	\$ 37.45	\$ 51.11	\$ 61.07	\$ 64.13	\$ 70.54	\$ 81.83	\$ 83.05	\$ 83.05
% increase in avg bill fiscal year	-	36.5%	19.5%	5.0%	10.0%	16.0%	1.5%	0.0%

Avg Mo. Bill Based On Revs / by # of Accounts	2020	2021	2022	2023	2024	2025	2026	2027
	\$ 37.45	\$ 51.11	\$ 61.07	\$ 64.13	\$ 70.54	\$ 81.83	\$ 83.05	\$ 83.05

City of West Branch, Cedar and Johnson Counties, Iowa

Net Income Summary and Debt Service Coverage

Series 2022 \$10,203,000 Sewer Revenue SRF Loan

	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%
	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	1042	1042	1042	1042	1042	1042	1042	1042	1042	1042	1042	1042
\$	1,054,091	1,054,091	1,069,903	1,069,903	1,085,951	1,085,951	1,102,240	1,102,240	1,118,774	1,118,774	1,135,556	1,135,556
	-	-	-	-	-	-	-	-	-	-	-	-
\$	1,054,091	1,054,091	1,069,903	1,069,903	1,085,951	1,085,951	1,102,240	1,102,240	1,118,774	1,118,774	1,135,556	1,135,556
	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
\$	340,614	347,426	354,375	361,462	368,692	376,065	383,587	391,259	399,084	407,065	415,207	423,511
	-	-	-	-	-	-	-	-	-	-	-	-
\$	340,614	347,426	354,375	361,462	368,692	376,065	383,587	391,259	399,084	407,065	415,207	423,511
\$	713,477	706,665	715,528	708,440	717,259	709,886	718,654	710,982	719,690	711,709	720,349	712,045
\$	713,477	706,665	715,528	708,440	717,259	709,886	718,654	710,982	719,690	711,709	720,349	712,045
\$	640,780	641,260	641,540	641,620	641,500	641,180	641,660	640,920	640,980	640,820	641,440	640,820
\$	640,780.00	641,260.00	641,540.00	641,620.00	641,500.00	641,180.00	641,660.00	640,920.00	640,980.00	640,820.00	641,440.00	640,820.00
	1.11x	1.10x	1.12x	1.10x	1.12x	1.11x	1.12x	1.11x	1.12x	1.11x	1.12x	1.11x
\$	72,697	65,405	73,988	66,820	75,759	68,706	76,994	70,062	78,710	70,889	78,909	71,225
\$	1,351,648	1,424,345	1,489,750	1,563,738	1,630,558	1,706,318	1,775,023	1,852,017	1,922,079	2,000,789	2,071,678	2,150,587
\$	1,424,345	1,489,750	1,563,738	1,630,558	1,706,318	1,775,023	1,852,017	1,922,079	2,000,789	2,071,678	2,150,587	2,221,812
	\$84.30	\$84.30	\$85.56	\$85.56	\$86.85	\$86.85	\$88.15	\$88.15	\$89.47	\$89.47	\$90.82	\$90.82
	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%
	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
\$	-	-	-	-	-	-	-	-	-	-	-	-
\$	84.30	84.30	85.56	85.56	86.85	86.85	88.15	88.15	89.47	89.47	90.82	90.82

Speer Financial, Inc.

Back Loaded Debt

City of West Branch, Cedar and Johnson Counties, Iowa

Sewer

Net Income Summary and Debt Service Coverage

Proposed

Page 1

Series 2022 \$10,203,000 Sewer Revenue SRF Loan

Fiscal Year	2020	2021	2022	2023	2024	2025	2026	2027
Accounts	1042	1042	1042	1042	1042	1042	1042	1042
	0.0%	24.0%	19.5%	0.0%	0.0%	0.0%	0.0%	0.0%

Operating Revenue:

Sewer charges for service	\$ 468,216	\$ 639,055	\$ 763,671	\$ 763,671	\$ 763,671	\$ 763,671	\$ 763,671	\$ 763,671
Misc. Revenue	-	-	-	-	-	-	-	-
Infrastructure Fee \$ ___/mo/___ accounts	-	-	-	275,088	275,088	275,088	275,088	275,088
				\$22/mo/acct				
Net Operating Revenue	\$ 468,216	\$ 639,055	\$ 763,671	\$ 1,038,759	\$ 1,038,759	\$ 1,038,759	\$ 1,038,759	\$ 1,038,759
Annual Increase in O/M		2%	2%	2%	2%	2%	2%	2%

Operating Expense:

Operation and Maintenance	\$ 243,346	\$ 296,525	\$ 302,456	\$ 308,505	\$ 314,675	\$ 320,968	\$ 327,388	\$ 333,935
Misc. Expenses	-	-	-	-	-	-	-	-
Operating Expense:	\$ 243,346	\$ 296,525	\$ 302,456	\$ 308,505	\$ 314,675	\$ 320,968	\$ 327,388	\$ 333,935

Net Operating Income:

	\$ 224,870	\$ 342,530	\$ 461,215	\$ 730,254	\$ 724,084	\$ 717,790	\$ 711,371	\$ 704,823
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Calculation of Debt Service Coverage:

Minus: Transfer to Savings

Income Available For Debt Service	\$ 224,870	\$ 342,530	\$ 461,215	\$ 730,254	\$ 724,084	\$ 717,790	\$ 711,371	\$ 704,823
Series 2022 Sewer Revenue SRF Loan - \$10,203,000				414,050	503,360	641,260	641,280	641,120

Total Debt Payment	\$ -	\$ -	\$ -	\$ 414,050.28	\$ 503,360.00	\$ 641,260.00	\$ 641,280.00	\$ 641,120.00
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Debt Service Coverage

Cash Available	\$ 224,870	\$ 342,530	\$ 461,215	\$ 316,204	\$ 220,724	\$ 76,530	\$ 70,091	\$ 63,703
Cash Balance (Beginning of Year)	\$ 63,977	\$ 288,847	\$ 552,887	\$ 1,014,102	\$ 1,330,306	\$ 1,551,030	\$ 1,627,560	\$ 1,697,652
Ending Cash Balance	\$ 288,847	\$ 552,887	\$ 1,014,102	\$ 1,330,306	\$ 1,551,030	\$ 1,627,560	\$ 1,697,652	\$ 1,761,355

Speer Financial, Inc.

05/Apr/22

AVG MONTHLY BILL	\$37.45	\$51.11	\$61.07	\$83.07	\$83.07	\$83.07	\$83.07	\$83.07
% increase in avg bill fiscal year		36.5%	19.5%	36.0%	0.0%	0.0%	0.0%	0.0%
	2020	2021	2022	2023	2024	2025	2026	2027
Avg Mo. Bill Based On Revs / by # of Accounts	\$ 37.45	\$ 51.11	\$ 61.07	\$ 83.07	\$ 83.07	\$ 83.07	\$ 83.07	\$ 83.07

City of West Branch, Cedar and Johnson Counties, Iowa

Net Income Summary and Debt Service Coverage

Series 2022 \$10,203,000 Sewer Revenue SRF Loan

	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%	1.5%	0.0%
	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	1042	1042	1042	1042	1042	1042	1042	1042	1042	1042	1042	1042
\$	775,126	775,126	786,753	786,753	798,554	798,554	810,532	810,532	822,690	822,690	835,031	835,031
	-	-	-	-	-	-	-	-	-	-	-	-
	275,088	275,088	275,088	275,088	275,088	275,088	275,088	275,088	275,088	275,088	275,088	275,088
\$	1,050,214	1,050,214	1,061,841	1,061,841	1,073,642	1,073,642	1,085,620	1,085,620	1,097,778	1,097,778	1,110,119	1,110,119
	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
\$	340,614	347,426	354,375	361,462	368,692	376,065	383,587	391,259	399,084	407,065	415,207	423,511
	-	-	-	-	-	-	-	-	-	-	-	-
\$	340,614	347,426	354,375	361,462	368,692	376,065	383,587	391,259	399,084	407,065	415,207	423,511
\$	709,600	702,787	707,466	700,378	704,950	697,576	702,033	694,362	698,695	690,713	694,912	686,608
\$	709,600	702,787	707,466	700,378	704,950	697,576	702,033	694,362	698,695	690,713	694,912	686,608
\$	640,780	641,260	641,540	641,620	641,500	641,180	641,660	640,920	640,980	640,820	641,440	640,820
\$	640,780.00	641,260.00	641,540.00	641,620.00	641,500.00	641,180.00	641,660.00	640,920.00	640,980.00	640,820.00	641,440.00	640,820.00
	1.11x	1.10x	1.10x	1.09x	1.10x	1.09x	1.09x	1.08x	1.09x	1.08x	1.08x	1.07x
\$	68,820	61,527	65,926	58,758	63,450	56,396	60,373	53,442	57,715	49,893	53,472	45,788
\$	1,761,355	1,830,175	1,891,702	1,957,628	2,016,386	2,079,836	2,136,233	2,196,606	2,250,048	2,307,763	2,357,656	2,411,128
\$	1,830,175	1,891,702	1,957,628	2,016,386	2,079,836	2,136,233	2,196,606	2,250,048	2,307,763	2,357,656	2,411,128	2,456,915
	\$83.99	\$83.99	\$84.92	\$84.92	\$85.86	\$85.86	\$86.82	\$86.82	\$87.79	\$87.79	\$88.78	\$88.78
	1.1%	0.0%	1.1%	0.0%	1.1%	0.0%	1.1%	0.0%	1.1%	0.0%	1.1%	0.0%
	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
\$	-	-	-	-	-	-	-	-	-	-	-	-
\$	83.99	83.99	84.92	84.92	85.86	85.86	86.82	86.82	87.79	87.79	88.78	88.78

ORDINANCE 793

**AN ORDINANCE AMENDING TITLE “SEWER SERVICE CHARGES”
CHAPTER 99.01 “SEWER SERVICE CHARGES REQUIRED”.**

1. **BE IT ENACTED** by the City Council of West Branch, Iowa, that Chapter 99.01 “SEWER SERVICE CHARGES REQUIRED” of the Code of West Branch, Iowa is hereby amended by making the following changes:

\$15.29 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective February 1, 2022.

\$16.05 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective July 1, 2022. (increase of \$0.76)

\$17.65 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective July 1, 2023. (increase of \$1.50)

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

* * * * *

Passed and approved this _____ day of June, 2022.

First Reading:
Second Reading:
Third Reading:

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk