



CITY COUNCIL MEETING NOTICE
MONDAY, JUNE 20, 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.

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 June 6, 2022 City Council meeting.
 - b. Approve Minutes from the June 6, 2022 Special City Council meeting.
 - c. Claims for 6/20/2022
 - d. Monthly Financial Report (May 2022)
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
 - a. **Public Hearing** – Request for proposals to dispose of and develop property.
 - b. **Third Reading Ordinance 793** – Amending Title “Sewer Service Charges”, Chapter 99 “Sewer Service Charges Required”. / Move to action.
 - c. **Second Reading Ordinance 794** - Amending Chapter 69 “Parking Regulations”. / Move to action.
 - d. **Second Reading Ordinance 795** – Establishing a Tree Commission for the City of West Branch, Iowa. Chapter 28 – Tree Commission. / Move to action.
 - e. **Resolution 2022-63** – Approving a vehicle towing service contract with Campus Towing. / Move to action.
 - f. **Resolution 2022-64** –Approving an Auditing Service Agreement with Faller, Kincheloe & Co., PLC for Fiscal Years 2022, 2023, 2024 and 2025. / Move to action.
 - g. **Resolution 2022-65** – Approving a Subdivider’s Agreement with The Meadows Inc. for The Meadows Part 5. / Move to action.
 - h. **Resolution 2022-66** – Approving a Developer’s Agreement with Rebate payments and approving disposal of real property to BBCO LLC. / Move to action.
 - i. **Resolution 2022-67**- Authorizing the transfer of funds. / Move to action.
 - j. **Resolution 2022-68**– Accepting the resignation of Officer Derek Holmes. / Move to action.
9. Discussion – Council direction regarding right of way turn lane on West Main Street.
10. Discussion – Waiving permit fees for Non-profit organizations
11. City Administrator Report
 - a. Iowa League of Cities Conference – Sept. 28-30, 2022
 - b. Update temporary brush pile site
12. City Attorney Report
13. City Engineer Report
14. City Staff Reports
15. Comments from Mayor and Council Members
16. Motion to adjourn.

(The following is a synopsis of the minutes of the West Branch City Council meeting. A video recording is available for inspection at westbranchiowa.org. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

**City Council
Regular Meeting**

**June 6, 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 Attorney Kevin Olson, City Clerk Leslie Brick, Public Works Director Matt Goodale, Police Chief John Hanna, and Library Director Nick Shimmin. City Staff attending via Zoom: Finance Officer Heidi Van Auken, City Engineer Dave Schechinger, Officer Cathy Steen.

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 May 16, 2022 City Council meeting.

Approve a Class C Beer, Class B Native Wine and Sunday Sales for Parkside Petroleum, LLC West Branch

Approve Cigarette Permit Renewals for FY23

Accept the approval of Zachary Howell as a firefighter / paramedic with the West Branch Volunteer Fire Department

Claims for 6/6/2022

Monthly Financial Report (April 2022)

EXPENDITURES	6/6/2022	
AE OUTDOOR POWER	MOWER PARTS	313.57
ALTORFER INC	PARTS	11.50
AMAZON.COM.CA., INC.	CONCESSION SUPPLIES	153.59
BAKER & TAYLOR INC.	BOOKS	722.96
BROWN'S WEST BRANCH	SERVICE FOR VEHICLE	51.47
DATA443 RISK MITIGATION, I	RANSOMWARE RECOVERY SUBSCRIPTION	178.75
DECKER SPORTING GOODS INC	FIELD LINES PAINT	383.00
HAWKINS INC	CHEMICALS	2,058.63
HEIDI VAN AUKEN	MILEAGE REIMBURSEMENT	20.48
HEMMEN CRAIG OR JEAN	BLDG INCENTIVE PAYMENT	1,018.10
IMPACT7G INC	WIDENING WAPSI CREEK	20,782.00
IOWA ONE CALL	UTILITY LOCATION SERVICE	149.40
JAYME CILEK	CLEANING SERVICES-PARKS	292.50
JOHN DEERE FINANCIAL	SUPPLIES	76.25
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,547.23
LIGHTHOUSE HOTEL DEV	HOTEL MARKET STUDY - FINAL	3,850.00
LINDSAY RACEY	TOWN HALL RESERVATION REFUND	80.00
LYNCH'S EXCAVATING INC	BROKEN PIPE - S 1ST REG HRS	7,112.23
MENARDS	PARKS&REC SUPPLIES	357.18
MUNICIPAL SUPPLY INC.	METERS AND SUPPLIES	4,924.94
OLSON, KEVIN D	LEGAL SERVICES JUNE 2022	1,500.00
OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	227.49
RAINMASTER IRRIGATION	CUBBY PARK IRRIGATION	1,390.00
RUSSELL, MELISSA	CONCESSION SUPPLIES REIMBURSEMENT	138.49
STATE INDUSTRIAL PRODUCTS	FOG TREATMENT FOR LIFT STATION	236.00
THE GAZETTE	SUBSCRIPTION	462.80
VEENSTRA & KIMM INC.	VARIOUS PROJECTS	22,785.55
TOTAL		70,824.11
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	5/27/2022	62,244.00
PAID BETWEEN MEETINGS		
ALLIANT ENERGY	ALLIANT ENERGY	9,034.06
CARRIE HOURIGAN	CLEANING SERVICES - LIBRARY	736.00

CEDAR COUNTY COOPERATIVE	FUEL - FIRE DEPT	1,538.24
CULLIGAN WATER TECH	WATER SOFTNER SERVICE	78.95
FASTENAL	BATTERIES	125.38
HEIMAN FIRE EQUIPMENT	UNIFORMS	325.00
KIRKWOOD COMM COLLEGE	TRAINING COURSE FEES - FIRE DEPT	147.00
LINN COUNTY REC	STREET LIGHTS	207.80
LRS HOLDING	PORTABLE SERVICE - CEMETERY	100.00
MENARDS	CEMETERY SHED MATERIALS	3,415.93
OFFICE EXPRESS	OFFICE CHAIRS	715.99
PLUNKETT'S PEST CONTROL	PEST CONTROL - CITY OFFICE, TOWN HALL	98.98
UMB BANK	BOND PAYMENTS	838,025.00
COLEMAN FENNER	UMPIRE PAY - 8 GAMES	400.00
SASHA KOENIG	UMPIRE PAY - 8 GAMES	320.00
WAGeworks	EMPLOYEE FLEX PLAN	33.17
UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE	662.64
WELLMARK	HEALTH INSURANCE	18,968.70
TOTAL		874,932.84
GRAND TOTAL EXPENDITURES		1,008,000.95

FUND TOTALS		
001 GENERAL FUND		47,559.39
022 CIVIC CENTER		526.31
031 LIBRARY		9,269.42
110 ROAD USE TAX		8636.26
112 TRUST AND AGENCY		26178.68
226 BONDING		838025
321 WIDENING WAPSI CREEK		23,398.00
324 WW TREATMT FACILITY		5,670.55
326 ROUNDABOUT MAIN & CEDAR		12,974.00
600 WATER FUND		27,173.00
610 SEWER FUND		8557.17
950 BC/BS FLEXIBLE BENEFIT		33.17
GRAND FUND TOTAL		1,008,000.95

REVENUE-FISCAL YEAR 2022
FUND APRIL

001 GENERAL FUND		515,246.86
022 CIVIC CENTER		4,334.63
031 LIBRARY		11,923.83
036 TORT LIABILITY		16,628.60
110 ROAD USE TAX		37,624.20
112 TRUST & AGENCY		108,180.88
119 EMERGENCY TAX FUND		14,933.00
121 LOCAL OPTION SALES TAX		20,910.73
125 TIF		171,573.25
226 DEBT SERVICE		119,505.57
300 CAPITAL IMPROVEMENT RESERVE		21,986.75
500 CEMETERY PERPETUAL FUND		300.00
600 WATER FUND		50,405.80
610 SEWER FUND		69,794.06
740 STORM WATER UTILITY		4,801.50
TOTAL		1,168,149.66

Mayor Laughlin asked for an explanation for the Impact 7G payment. Kofoed responded that the expense will be reimbursed by the SRF grant. Dean asked Chief Hanna if any of the businesses asking for tobacco permits had any violations in the last year. Hanna replied that he was not aware of any violations. Motion by Miller second by Sexton to approve the Consent agenda. AYES: Miller, Sexton, Stoolman, Dean, Goodweiler. NAYS: None. Motion carried.

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM – NONE

PUBLIC HEARING / NON-CONSENT AGENDA

Public Hearing - on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement.

Laughlin opened the public hearing at 7:04 p.m. There were no public comments made at the meeting and no comments were received in writing from the public. Laughlin closed the public hearing at 7:05 p.m.

Resolution 2022-62 - Authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$10,203,000 Sewer Revenue Bonds, Series 2022. Move to action.

The Council had no comments.

Motion by Dean, second by Goodweiler to approve Resolution 2022-62. AYES: Dean, Goodweiler, Miller, Stoolman, Sexton. NAYS: None. Motion carried.

Second Reading Ordinance 793 – Amending Chapter 99 “Sewer Service Charges”, Section 99.01 “Sewer Service Charges Required”. / Move to action.

Kofoed announced that language will be added to the ordinance to increase the sewer rates two (2) percent each year beginning January 2023 for inflation costs.

Motion by Sexton, second by Dean to approve the second reading of Ordinance 793. AYES: Sexton, Dean, Miller, Goodweiler. NAYS: Stoolman. Motion carried.

First Reading Ordinance 794 - Amending Chapter 69 “Parking Regulations”. / Move to action.

Hanna introduced the ordinance that will prohibit parking on either side of Cedar-Johnson Road. Hanna said that the road is not suitable for parking unless the road is improved. Kofoed asked for Council support for the police department to start enforcing speed and parking violators on this road. Dean asked Hanna to place the city’s speed sign as a warning to driver’s before enforcing the speed and parking changes. Kofoed asked the Council to also consider collapsing one or two of the readings of this ordinance due to growing safety concerns on Cedar-Johnson Rd. Laughlin said the Council will approve the first reading tonight and then take up Kofoed’s suggestion at the next Council meeting.

Motion by Dean, second by Goodweiler to approve the first reading of Ordinance 794. AYES: Dean, Goodweiler, Sexton, Miller, Stoolman. NAYS: None. Motion carried.

First Reading Ordinance 795 – Creating new Chapter 28 – West Branch Tree Commission. / Move to action.

City Administrator Kofoed introduced the new ordinance that will provide guidance and structure for the future tree committee currently being formed. Kofoed said the commission will be an ‘advisory’ commission to the City Council. The council discussed the new chapter briefly but had no changes to the proposed ordinance at this time.

Motion by Goodweiler, second by Dean to approve the first reading of Ordinance 795. AYES: Goodweiler, Dean, Miller, Sexton, Stoolman. NAYS: None. Motion carried.

Resolution 2022-56 – Adopting certification requirements and certification incentive pay. / Move to action.

The Council discussed the proposed certification requirements for a Grade 3 Operator and questioned if incentive pay should be granted if the city does not have or need a Grade 3 Waste Water Plant. After some additional discussion on the subject, it was decided that an employee should not be penalized for wanting to further their knowledge and training for the job they perform. Goodale added that it is very difficult to get that certification, and currently only one employee has that certification. Goodweiler asked if the salary resolution (next agenda item) included these incentive certifications increases along with the proposed four percent COLA (cost of living adjustment) and Kofoed confirmed that they do. Sexton asked the question, “how are we going to pay for these salaries”. Miller reminded him that the Council is who directed the City Administrator to do the salary survey and the Council agreed they would comply with the whatever those results would uncover, even if that meant paying the employees at market rate

Motion by Goodweiler, second by Stoolman to approve Resolution 2022-56. AYES: Goodweiler, Stoolman, Sexton, Miller, Dean. NAYS: None. Motion carried.

Resolution 2022-57 – Hiring a temporary part-time Public Works employee for mowing city property for the City of West Branch, Iowa and setting the salary for the position. / Move to action.

Motion by Miller, second by Goodweiler to approve Resolution 2022-57. AYES: Miller, Goodweiler, Dean, Stoolman, Sexton. NAYS: None. Motion carried.

Resolution 2022-58 –Setting salaries for appointed officials and employees of the City of West Branch, Iowa for FY23. /Move to action.

Laughlin directed the Clerk to enter \$98,800 for City Administrator Kofoed FY23 salary having completed Kofoed's first performance evaluation. There were no other comments.

Motion by Miller, second by Goodweiler to approve Resolution 2022-58. AYES: Miller, Goodweiler, Stoolman, Dean, Sexton. NAYS: None. Motion carried.

Resolution 2022-59 – Approving the Site Plan for Lot 1, Parkside Hills-Second Addition, West Branch, Iowa. / Move to action.

Miller commented that the development did not have any erosion socks installed on the property to prevent stormwater run-off and stated that the City 'was dropping the ball for not enforcing'. Goodale said that socks were there at one time, but would check again. Sexton asked about parking lot lighting as none was listed on the site plan. Kuene confirmed that lighting will be installed and said he would have the correct site plan resubmitted to the Clerk. Kuene also addressed a recent grass mowing letter received on the undeveloped lots in Parkside Hills and he would like to discuss that matter further with the City Administrator.

Motion by Miller, second by Dean to approve Resolution 2022-59 pending photometrics (parking lot lighting) to be added to the Site Plan. AYES: Miller, Dean, Stoolman, Sexton, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-60 – Approving the revised Site Plan for Progressive Rehab Associates (Dawson Plaza), Lot 1 of The Meadows, Part 4A. / Move to action.

Laughlin asked the Council if they would require a sidewalk on the south end of the property on West Main Street. The Council discussed and said it didn't make sense to make the developer install a 'sidewalk to nowhere'. Kofoed asked the Council if they were wanting to offer TIF to Progressive Rehab to help pay for the trail as discussed previously with the original Dawson Plaza concept and the Council said 'no'. There were not other comments on this agenda item. Representatives for the project were not present for this meeting.

Motion by Dean, second by Miller to approve Resolution 2022-60. AYES: Dean, Miller, Sexton, Stoolman, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-61 – Approving a Subdivider's Agreement with The Meadows Inc. for The Meadows Part 5. / Move to action.

This item was tabled because the agreement had not been received by the Clerk prior to agenda being published.

Discussion - Direction regarding capital improvement plan

Kofoed asked the Council for direction in moving forward with the planning on the Eastside Water Main Project. Kofoed proposals included doing the project in one or two phases and raising taxes to accomplish the needed upgrades. Kofoed said improving the east side infrastructure could spur development on that side of town, and without it, no growth could happen. Stoolman stated her opinion was to do it all at once so that a future council can't stop the project. Miller agreed and said the project wouldn't get any cheaper by doing it in two phases and said he was not excited about raising taxes. Goodweiler and Sexton didn't disagree with Stoolman and Miller and Dean said he was committed to the project. Sexton pondered how the city would pay for future city projects such as fixing Main Street, which is definitely something that will need to be done in the future. Kofoed said he is still in discussions with the city's financial advisor and provide more information as he receives it.

Discussion - Review draft temporary land use agreement with Bockenstedt for brush pile drop off site

Kofoed asked the Council on how much public access should be allowed for the temporary brush pile since the property owner is discouraging unmonitored public access for liability reasons. Kofoed said the city office receives frequent requests for access to the brush pile from residents and informed them that recently, someone (illegally) dumped two truckloads of trees and brush at the city cemetery. Kofoed said he is advocating public access to help alleviate some of the issues that are occurring. Miller suggested that the city use the Bockenstedt site for their weekly pick-ups and special large loads, but allow residents access to the temporary site the city is using at the south water tower. Goodale said he will move forward with whatever the Council feels is the best option. Kofoed said he will circle back with Goodale and the property owner and come up with a plan to move forward.

CITY ADMINISTRATOR REPORT - None

CITY ATTORNEY REPORT

Olson said he is moving forward with condemnation of the Gaskill property and working on the Developer's Agreement for the former Croell site.

CITY ENGINEER REPORT

Schechinger reported on the following city projects: Wastewater Treatment facility- Boomerang has had recent staffing changes which will effect the timeline start date; Eastside Water Main project – working on preliminary plans and cost estimates; Roundabout – working with Johnson County on final plans and how to reduce costs to the City; Wapsi Creek Widening – Impact 7G complete with their survey, will be starting channel improvements; keeping busy with residential site plan reviews with continued growth.

STAFF REPORTS - No reports.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Stoolman asked Kofoed if raising water rates would help pay for the Eastside Water Main project rather than raising taxes and asked Kofoed to provide some possible rates. Miller said that he noticed two payments on the claims for umpires and asked why the female (umpire) was paid less than the male (umpire) for the same amount of games. Kofoed said he thought it had to do with a difference in certifications but would confirm and report back.

ADJOURNMENT

Motion to adjourn by Miller, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 8:54 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

**West Branch, Iowa
Council Chambers**

**City Council
Special Meeting**

**June 6, 2022
6:00 p.m.**

Mayor Roger Laughlin called the West Branch Special City Council meeting to order at 6:02 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.

Motion to adjourn to Executive Session to discuss personnel matters per Section 21.5(i) of the Code of Iowa. / Move to action.

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

ADJOURNMENT

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

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 20, 2022

AGENDA ITEM: Claims

PREPARED BY: Heidi Van Auken

DATE: June 14, 2022

SUMMARY:

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

EXPENDITURES**6/20/2022**

ALINE PETRIN	SUMMER CAMP SESS 1 REFUND	190.00
AMANDA MALLOY	SWIM BUS REFUND	40.00
AMAZON	VARIOUS ITEMS - LIBRARY	878.79
BAKER & TAYLOR INC.	BOOKS	126.79
BPG, LLC	FOOD SUPPLIES	31.69
BROWN'S WEST BRANCH	SERVICE FOR VEHICLE	55.56
CAPITAL ONE	VARIOUS ITEMS - LIBRARY	90.24
CARRIE A HOURIGAN	CLEANING SERVICES - LIBRARY	322.00
CEDAR COUNTY COOPERATIVE	FUEL - CEMETERY	956.48
CEDAR COUNTY RECORDER	RECORDING FEES	157.00
CEDAR COUNTY TRANSFER STAT	TRASH DISPOSAL	170.00
CHAUNCEY BUTLER POST 514	FLAGS	84.00
CJ COOPER & ASSOCIATES	FIRE DEPT DRUG TESTING	315.10
ECONO SIGNS LLC	STREET SIGNS	768.81
EMV HOLDINGS LLC	EMV HOLDINGS TIF REBAE #2	5,863.06
FONZIBA KOSTER	SUMMER READING PROGRAM	350.00
FRED'S FEED & SUPPLY LLC	BLDG MAINTENANCE - LIBRARY	603.14
IOWA DEPARTMENT OF PUBLIC	WARRANTS & ARTICLES SYSTEM	1,200.00
ISWEP	ISWEP 2022-23 MEMBER FEE	550.00
JANET VAN DE WOESTYNE	TOWN HALL ALCOHOL DEP REFUND	100.00
JAYME CILEK	CLEANING SERVICES- CITY, TOWN HALL	265.50
KANOPY	ON DEMAND VIDEO SERVICE	27.00
KAREN SWENSON	SUMMER CAMP SESS 1 REFUND	205.00
KONA ICE OF CEDAR RAPIDS L	VENDOR FEE REFUND - HHTD	50.00
LEAF CAPITAL FUNDING LLC	COPIER LEASE - LIBRARY	142.02
LINN COUNTY R.E.C.	STREET LIGHTS	207.80
LRS HOLDINGS, LLC	TRASH & RECYCLING - MAY	16,942.00
LYNCH'S PLUMBING INC	VALVE, WATER LINE REPLACEMENT	2,394.65
OFFICE OF AUDITOR OF STATE	AUDIT FY21 PROGRESS BILL	16,194.45
OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	308.45
PITNEY BOWES GLOBAL FINANC	POSTAGE METER LEASE - LIBRARY	77.37
PREMIER PARTS TIPTON	PARTS	246.79
QUILL CORP	OFFICE SUPPLIES	117.87
RAPIDS REPRODUCTIONS INC	HHTD POSTERS	83.04
THE HOME DEPOT PRO	BLDG SUPPLIES	126.83
U.S. POSTAL SERVICE	PO BOX ANNUAL RENTAL - LIBRARY	62.00
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	1,272.63
WEST BRANCH REPAIRS	VEHICLE REPAIR - POLICE	863.63
WEST BRANCH TIMES	LEGAL PUBLICATIONS	1,010.15

TOTAL **53,449.84**

**PAYROLL-WAGES, TAXES, EMPLOYEE
BENEFITS**

6/10/2022 47,198.68

PAID BETWEEN MEETINGS

ALLIANT ENERGY	ALLIANT ENERGY	10,873.95
CULLIGAN WATER TECH	WATER SOFTNER SERVICE	186.48
FIRE CATT, LLC	FIRE HOSE TESTING	2,084.25
HEIMAN FIRE EQUIP	FIRE EQUIPMENT	4,970.00
HOSPERS & BRO PRINTERS	ENVELOPES	121.77
JOHNSON COUNTY AMBULANCE	MEDICAL SUPPLIES	91.00
COLEMAN FENNER	UMPIRE PAY - 3 GAMES	150.00
WYATT FIDERLEIN	UMPIRE PAY - 1 GAMES	30.00
GLOBAL PAYMENTS	MAY CREDIT CARD FEES	586.97
WAGeworks	EMPLOYEE FLEX PLAN	1,183.07

TOTAL **20,277.49**

GRAND TOTAL EXPENDITURES **120,926.01**

FUND TOTALS

001 GENERAL FUND	75,828.50
022 CIVIC CENTER	823.2
031 LIBRARY	9,142.46
110 ROAD USE TAX	7622.17
112 TRUST AND AGENCY	5471.42
125 T I F	5,863.06
600 WATER FUND	8,928.78
610 SEWER FUND	5513.35
740 STORM WATER UTILITY	550
950 BC/BS FLEXIBLE BENEFIT	1183.07
GRAND FUND TOTAL	120,926.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE OPERATION	GENERAL FUND	WEST BRANCH REPAIRS	VEHICLE REPAIR - POLICE	64.00		
			VEHICLE REPAIR - POLICE	710.03		
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	9.00		
			CREDIT CARD PURCHASES	74.00		
		BROWN'S WEST BRANCH	CREDIT CARD PURCHASES	16.10		
			SERVICE FOR VEHICLE	55.56		
		IOWA DEPARTMENT OF PUBLIC SAFETY	WARRANTS & ARTICLES SYSTEM	1,200.00		
		TOTAL:		2,128.69		
FIRE OPERATION	GENERAL FUND	LYNCH'S PLUMBING INC	VALVE, WATER LINE REPLACEM	2,394.65		
			WEST BRANCH REPAIRS	54.70		
		US BANK CORPORATE CARD	VEHICLE REPAIR - FIRE	34.90		
			CREDIT CARD PURCHASES	6.00		
		CJ COOPER & ASSOCIATES	FIRE DEPT DRUG TESTING	315.10		
		TOTAL:		2,805.35		
		STREET LIGHTING	GENERAL FUND	LINN COUNTY R.E.C.	STREET LIGHTS	207.80
TOTAL:	207.80					
PARK & RECREATION	GENERAL FUND	FRED'S FEED & SUPPLY LLC	LIME & CHEMICALS	525.90		
			US BANK CORPORATE CARD	CREDIT CARD PURCHASES	191.53	
		THE HOME DEPOT PRO	CREDIT CARD PURCHASES	9.99		
			LRS HOLDINGS, LLC	CREDIT CARD PURCHASES	12.00	
		AMANDA MALLOY	CREDIT CARD PURCHASES	708.85		
		ALINE PETRIN	CREDIT CARD PURCHASES	49.98		
		KAREN SWENSON	PAPER TOWERLS	57.51		
			WAPSI PARK PORTABLE SERVIC	115.00		
		SWIM BUS REFUND	40.00			
		SUMMER CAMP SESS 1 REFUND	190.00			
		SUMMER CAMP SESS 1 REFUND	205.00			
		TOTAL:		2,105.76		
		CEMETERY	GENERAL FUND	CEDAR COUNTY COOPERATIVE	FUEL - CEMETERY	956.48
					CHAUNCEY BUTLER POST 514	FLAGS	25.00
LRS HOLDINGS, LLC	CEMETERY PORTABLE SERVICE			100.00		
TOTAL:				1,081.48		
COMM & CULTURAL DEVEL	GENERAL FUND	RAPIDS REPRODUCTIONS INC	HHTD POSTERS	83.04		
			KONA ICE OF CEDAR RAPIDS LLC	VENDOR FEE REFUND - HHTD	50.00	
		TOTAL:		133.04		
CLERK & TREASURER	GENERAL FUND	U.S. POSTAL SERVICE	PO BOX ANNUAL RENTAL	62.00		
			US BANK CORPORATE CARD	CREDIT CARD PURCHASES	30.25	
		THE HOME DEPOT PRO	BLDG MAINTENANCE SUPPLIES-	69.32		
		OFFICE OF AUDITOR OF STATE-STATE OF IO	AUDIT FY21 PROGRESS BILL	16,194.45		
		JAYME CILEK	CLEANING SERVICES- CITY, T	103.50		
		TOTAL:		16,459.52		
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES	LEGAL PUBLICATIONS	1,010.15		
			CEDAR COUNTY RECORDER	RECORDING FEES	157.00	
		TOTAL:		1,167.15		
SOLID WASTE	GENERAL FUND	LRS HOLDINGS, LLC	CART SWAP FEE	30.00		
			TRASH & RECYCLING MAY 2022	16,697.00		
		TOTAL:		16,727.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LOCAL CABLE ACCESS	GENERAL FUND	US BANK CORPORATE CARD	CREDIT CARD PURCHASES	6.00
			TOTAL:	6.00
TOWN HALL	CIVIC CENTER	CHAUNCEY BUTLER POST 514	FLAGS	34.00
		JAYME CILEK	CLEANING SERVICES- CITY, T	162.00
		JANET VAN DE WOESTYNE	TOWN HALL ALCOHOL DEP REFU	100.00
			TOTAL:	296.00
LIBRARY	LIBRARY	OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	305.47
			DIGITAL AND AUDIO BOOKS	1.49
			DIGITAL AND AUDIO BOOKS	1.49
		FRED'S FEED & SUPPLY LLC	MULCH - LIBRARY	36.90
			LAWN SUPPLIES	40.34
		QUILL CORP	WIRELESS PRESENTER	33.24
			OFFICE SUPPLIES	36.99
			TAPE BOOK SCOTCH	47.64
		BAKER & TAYLOR INC.	BOOKS	126.79
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	128.93
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	POSTAGE METER LEASE - LIBR	77.37
		AMAZON	VARIOUS ITEMS - LIBRARY	495.99
			VARIOUS ITEMS - LIBRARY	42.37
			VARIOUS ITEMS - LIBRARY	232.81
			VARIOUS ITEMS - LIBRARY	58.99
			VARIOUS ITEMS - LIBRARY	48.63
		CHAUNCEY BUTLER POST 514	FLAGS	25.00
		KANOPI	ON DEMAND VIDEO SERVICE	27.00
		CAPITAL ONE	VARIOUS ITEMS - LIBRARY	51.06
			VARIOUS ITEMS - LIBRARY	39.18
		BPG, LLC	FOOD SUPPLIES	31.69
		CARRIE A HOURIGAN	CLEANING SERVICES - LIBRAR	322.00
		LEAF CAPITAL FUNDING LLC	COPIER LEASE - LIBRARY	142.02
		FONZIBA KOSTER	SUMMER READING PROGRAM	350.00
			TOTAL:	2,703.39
ROADS & STREETS	ROAD USE TAX	CEDAR COUNTY TRANSFER STATION	TRASH DISPOSAL	170.00
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	30.00
		ECONO SIGNS LLC	STREET SIGNS	768.81
		PREMIER PARTS TIPTON	BATTERY DEPOSIT	36.00
			TOTAL:	932.81
TIF DEBT SERVICE	T I F	EMV HOLDINGS LLC	EMV HOLDINGS TIF REBAE #2	5,863.06
			TOTAL:	5,863.06
SEWER OPERATING	SEWER FUND	PREMIER PARTS TIPTON	PARTS	18.54
			PARTS	264.25
			TOTAL:	282.79
STORM WATER UTILITY	STORM WATER UTILIT	ISWEP	ISWEP 2022-23 MEMBER FEE	550.00
			TOTAL:	550.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====
001 GENERAL FUND                42,821.79
022 CIVIC CENTER                 296.00
031 LIBRARY                      2,703.39
110 ROAD USE TAX                 932.81
125 T I F                       5,863.06
610 SEWER FUND                   282.79
740 STORM WATER UTILITY         550.00
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GRAND TOTAL:                    53,449.84
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TOTAL PAGES: 3



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 20, 2022

AGENDA ITEM: May Monthly Financial Report
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PREPARED BY: Heidi Van Auken

DATE: June 9, 2022

SUMMARY:

Monthly Financial Report: This report includes revenue, investments, expenditures, and balances for the month of May 2022.

BANK TO BOOK RECONCILIATION				
5/31/2022				
BANK BALANCE @ _____				
	CASH - FIDELITY BANK & TRUST			\$ 5,141,225.07
	CASH - FIDELITY BANK & TRUST - PERPETUAL CARE FUND			\$ 29,790.60
	SUB TOTAL			\$ 5,171,015.67
ADD:	CD'S:	Bank/CD #	Maturity Date	
	ENLOW BUILDING CD	LIBERTY SAVINGS-10447	5/2/2023	\$ 11,179.41
	CEMETERY PERPETUAL CARE	HILLS BANK-30282503	6/11/2022	\$ 97,213.25
	LIBRARY-HANSEN DONATION CD	GREENSTATE-1025	8/1/2022	\$ 55,289.28
	LIBRARY-KROUTH PRINCIPAL CD	GREENSTATE-1026	9/2/2022	\$ 51,120.15
	LIBRARY-KROUTH INTEREST CD	GREENSTATE-1027	9/2/2022	\$ 23,964.69
	GEN FUND-STREETScape-ACCIONA DONATION CD	GREENSTATE-1028	12/6/2022	\$ 7,003.00
	SAVINGS ACCOUNTS			
	GENERAL FUND SAVINGS	GREENSTATE-0001		\$ 5.00
	LIBRARY - KROUTH INTEREST	FIDELITY-SAVINGS ACCOUNT		\$ 8,513.80
	LIBRARY - M GRAY SAVINGS	FIDELITY-SAVINGS ACCOUNT		\$ 16,336.88
	TOTAL CD'S & SAVINGS ACCOUNTS			\$ 270,625.46
	SUB TOTAL			\$ 5,441,641.13
	O/S DEPOSITS			\$ 194.26
LESS:	O/S CHECKS			\$ 4,010.37
	ENDING BOOK BALANCE			\$ 5,437,825.02
	NON-RECONCILIATION ITEM-CUBBY PARK CONCESSIONS			\$ 600.00

CLERK'S REPORT FOR THE MONTH OF MAY 2022

DESCRIPTION	CHECKING	INVESTMENT	BEGINNING BALANCE	RECEIPTS	TRANSFER IN	DISBURSED	TRANSFER OUT	NET CHANGE LIABILITIES	CLERK'S BALANCE
GENERAL									
*(001) GENERAL OPERATING FUND	\$ 1,920,322.19	\$ 5.00	\$ 1,920,327.19	\$ 125,005.48	\$ 122,750.00	\$ 111,881.13	\$ 196,791.00		\$ 1,859,410.54
** FIRE APPARATUS RESERVE	\$ 400,132.05	\$ -	\$ 400,132.05						\$ 400,132.05
POLICE APPARATUS RESERVE	\$ 56,587.08	\$ -	\$ 56,587.08						\$ 56,587.08
PARK & RECREATION RESERVE	\$ 17,340.39	\$ -	\$ 17,340.39						\$ 17,340.39
PUBLIC WORKS RESERVE	\$ 11,030.00	\$ -	\$ 11,030.00						\$ 11,030.00
SIGNS-ACCIONA DTN INVESTMENT	\$ 0.00	\$ 7,003.00	\$ 7,003.00						\$ 7,003.00
PARK EQUIPMENT/RESERVE	\$ 1,500.00	\$ -	\$ 1,500.00						\$ 1,500.00
(022) CIVIC CENTER	\$ 36,141.27	\$ -	\$ 36,141.27	\$ 735.92		\$ 603.80			\$ 36,273.39
(027) MEMORIAL GARDEN PROJECT	\$ 314.00	\$ -	\$ 314.00						\$ 314.00
(028) SPLASH PAD RESERVE	\$ 100.00	\$ -	\$ 100.00						\$ 100.00
(031) LIBRARY	\$ (160,200.51)	\$ 91,291.11	\$ (68,909.40)	\$ 5,299.27	\$ 196,791.00	\$ 19,303.83			\$ 113,877.04
(036) TORT LIABILITY	\$ 11,507.89	\$ -	\$ 11,507.89	\$ 1,297.24					\$ 12,805.13
SPECIAL REVENUE									
(110) ROAD USE TAX	\$ 31,499.49	\$ -	\$ 31,499.49	\$ 14,481.94		\$ 30,946.45			\$ 15,034.98
(112) TRUST & AGENCY (EMPLOYEE BENEFITS)	\$ 274,364.57	\$ -	\$ 274,364.57	\$ 8,439.55		\$ 23,441.74			\$ 259,362.38
(119) EMERGENCY TAX FUND	\$ 40,668.20	\$ -	\$ 40,668.20	\$ 1,165.00		\$ -	\$ 40,750.00		\$ 1,083.20
(121) LOCAL OPTION SALES TAX	\$ 447,339.76	\$ -	\$ 447,339.76	\$ 24,599.84		\$ -	\$ 221,596.00		\$ 250,343.60
(125) TIF	\$ 570,392.04	\$ -	\$ 570,392.04	\$ 18,512.10		\$ 17,852.00	\$ 569,386.15		\$ 1,665.99
(160) REVOLVING LOAN FUND	\$ 137,082.45	\$ -	\$ 137,082.45						\$ 137,082.45
DEBT SERVICE									
(226) DEBT SERVICE	\$ 388,010.66	\$ -	\$ 388,010.66	\$ 10,024.95	\$ 793,982.15	\$ 838,025.00			\$ 353,992.76
CAPITAL PROJECTS									
(300) CAPITAL IMPROVEMENT RESERVE	\$ 58,386.75	\$ -	\$ 58,386.75	\$ 1,715.22					\$ 60,101.97
(302) ARPA NEU FUND	\$ 186,305.60	\$ -	\$ 186,305.60						\$ 186,305.60
(304) W MAIN ST STORMWATER IMP	\$ 10,000.00	\$ -	\$ 10,000.00						\$ 10,000.00
(308) PARK IMP - PEDERSEN VALLEY	\$ 14,827.20	\$ -	\$ 14,827.20						\$ 14,827.20
(312) DOWNTOWN EAST REDEVELOPMENT	\$ 173,912.82	\$ -	\$ 173,912.82						\$ 173,912.82
(319) RELOCATION OF WATER & SEWER LINES	\$ (4,655.22)	\$ -	\$ (4,655.22)						\$ (4,655.22)
(321) WIDENING WAPSI CREEK @ BERANEK PARK	\$ 149,371.20	\$ -	\$ 149,371.20						\$ 149,371.20
(323) I-80 WEST, WATER MAIN RELOCATE	\$ (24,271.48)	\$ -	\$ (24,271.48)						\$ (24,271.48)
(324) WW TREATMT FAC IMP 2021	\$ (166,077.00)	\$ -	\$ (166,077.00)	\$ 58,300.00		\$ 31,430.00			\$ (139,207.00)
(326) ROUNDABOUT MAIN & CEDAR	\$ (6,429.00)	\$ -	\$ (6,429.00)						\$ (6,429.00)
(327) SPONSORED WATER QUALITY IMPE 2021	\$ (20,000.00)	\$ -	\$ (20,000.00)						\$ (20,000.00)
PERMANENT									
(500) CEMETERY PERPETUAL FUND	\$ 29,850.60	\$ 97,213.25	\$ 127,063.85						\$ 127,063.85
(501) KROUTH PRINCIPAL FUND	\$ -	\$ 51,126.28	\$ 51,126.28						\$ 51,126.28
(502) KROUTH INTEREST FUND	\$ -	\$ 23,964.69	\$ 23,964.69						\$ 23,964.69
ENTERPRISE									
(600) WATER FUND	\$ 205,616.05	\$ -	\$ 205,616.05	\$ 52,518.90		\$ 24,238.49	\$ 45,095.00		\$ 188,801.46
(603) WATER SINKING FUND	\$ 53,349.17	\$ -	\$ 53,349.17	\$ -	\$ 5,095.00				\$ 58,444.17
(610) SEWER FUND	\$ 533,229.99	\$ -	\$ 533,229.99	\$ 68,213.84		\$ 18,553.69	\$ 73,962.00		\$ 508,928.14
(611) SEWER FUND SPECIAL	\$ 390,656.25	\$ -	\$ 390,656.25	\$ -	\$ 28,962.00				\$ 419,618.25
(614) WASTEWATER LIFT STATION	\$ -	\$ -	\$ -						\$ -
(740) STORM WATER UTILITY	\$ 113,945.39	\$ -	\$ 113,945.39	\$ 5,896.50		\$ (10,000.00)			\$ 129,841.89
(950) BC/BS FLEXIBLE BENEFIT	\$ (4,800.53)	\$ -	\$ (4,800.53)			\$ 57.25			\$ (4,857.78)
TOTAL	\$ 5,877,349.32	\$ 270,603.33	\$ 6,147,952.65	\$ 396,205.75	\$ 1,147,580.15	\$ 1,106,333.38	\$ 1,147,580.15	\$ -	\$ 5,437,825.02
O/S CHECKS			\$35,781.86						\$4,010.37
O/S DEPOSIT			\$650.56						\$194.26
BANK STATEMENT BALANCE			\$6,183,083.95						\$5,441,641.13

CITY OF WEST BRANCH
 MTD TREASURERS REPORT
 AS OF: MAY 31ST, 2022

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	2,413,919.71	247,755.48	308,672.13	2,353,003.06	0.00	0.00	2,353,003.06
011-POLICE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-FIRE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
016-CEMETERY BLDG/EQUIP RES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-PARK & REC RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-PUBLIC WORKS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-CIVIC CENTER	36,141.27	735.92	603.80	36,273.39	0.00	0.00	36,273.39
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	314.00	0.00	0.00	314.00	0.00	0.00	314.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	(68,909.40)	202,090.27	19,303.83	113,877.04	0.00	0.00	113,877.04
036-TORT LIABILITY	11,507.89	1,297.24	0.00	12,805.13	0.00	0.00	12,805.13
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	31,499.49	14,481.94	30,946.45	15,034.98	0.00	0.00	15,034.98
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	274,364.57	8,439.55	23,441.74	259,362.38	0.00	0.00	259,362.38
119-EMERGENCY TAX FUND	40,668.20	1,165.00	40,750.00	1,083.20	0.00	0.00	1,083.20
121-OPTION TAX	447,339.76	24,599.84	221,596.00	250,343.60	0.00	0.00	250,343.60
125-T I F	570,392.04	18,512.10	587,238.15	1,665.99	0.00	0.00	1,665.99
160-REVOLVING LOAN FUND	137,082.45	0.00	0.00	137,082.45	0.00	0.00	137,082.45
225-TIF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
226-GO DEBT SERVICE	388,010.66	804,007.10	838,025.00	353,992.76	0.00	0.00	353,992.76
300-CAPITAL IMPROV. RESERVE	58,386.75	1,715.22	0.00	60,101.97	0.00	0.00	60,101.97
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	186,305.60	0.00	0.00	186,305.60	0.00	0.00	186,305.60
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-EASTSIDE WATER MAINS	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	14,827.20	0.00	0.00	14,827.20	0.00	0.00	14,827.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	173,912.82	0.00	0.00	173,912.82	0.00	0.00	173,912.82
313-MAIN ST SIDEWALK-PHASE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314-N FIRST ST IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-MAIN ST WATER MAIN IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
316-I & I LINE/GROUT PH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
317-ORANGE ST 4TH TO 5TH IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-COLLEGE ST & 2ND ST IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
319-RELOCATING WATER & SEWER	(4,655.22)	0.00	0.00	(4,655.22)	0.00	0.00	(4,655.22)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	149,371.20	0.00	0.00	149,371.20	0.00	0.00	149,371.20
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL	(24,271.48)	0.00	0.00	(24,271.48)	0.00	0.00	(24,271.48)
324-WW TREATMT FAC IMP 2021	(166,077.00)	58,300.00	31,430.00	(139,207.00)	0.00	0.00	(139,207.00)
326-ROUNDAABOUT MAIN & CEDAR-J	(6,429.00)	0.00	0.00	(6,429.00)	0.00	0.00	(6,429.00)
327-SPONS WATER QUAL IMP 2021	(20,000.00)	0.00	0.00	(20,000.00)	0.00	0.00	(20,000.00)
500-CEMETERY PERPETUAL FUND	127,063.85	0.00	0.00	127,063.85	0.00	0.00	127,063.85

CITY OF WEST BRANCH
 MTD TREASURERS REPORT
 AS OF: MAY 31ST, 2022

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
501-KROUTH PRINCIPAL FUND	51,126.28	0.00	0.00	51,126.28	0.00	0.00	51,126.28
502-KROUTH INTEREST FUND	23,964.69	0.00	0.00	23,964.69	0.00	0.00	23,964.69
600-WATER FUND	205,616.05	52,518.90	69,333.49	188,801.46	0.00	0.00	188,801.46
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	53,349.17	5,095.00	0.00	58,444.17	0.00	0.00	58,444.17
610-SEWER FUND	533,229.99	68,213.84	92,515.69	508,928.14	0.00	0.00	508,928.14
611-SEWER FUND SPECIAL	390,656.25	28,962.00	0.00	419,618.25	0.00	0.00	419,618.25
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	113,945.39	5,896.50	(10,000.00)	129,841.89	0.00	0.00	129,841.89
950-BC/BS FLEXIBLE BENEFIT	(4,800.53)	0.00	57.25	(4,857.78)	0.00	0.00	(4,857.78)
GRAND TOTAL	6,147,952.65	1,543,785.90	2,253,913.53	5,437,825.02	0.00	0.00	5,437,825.02

*** END OF REPORT ***

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: MAY 31ST, 2022

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	1,747,232.19	1,991,247.10	1,385,476.23	2,353,003.06	0.00	0.00	2,353,003.06
011-POLICE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-FIRE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
016-CEMETERY BLDG/EQUIP RES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-PARK & REC RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-PUBLIC WORKS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-CIVIC CENTER	43,283.79	14,454.50	21,464.90	36,273.39	0.00	0.00	36,273.39
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	314.00	0.00	0.00	314.00	0.00	0.00	314.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	95,826.09	231,210.92	213,159.97	113,877.04	0.00	0.00	113,877.04
036-TORT LIABILITY	33,009.62	45,741.69	65,946.18	12,805.13	0.00	0.00	12,805.13
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	269,458.19	298,483.89	552,907.10	15,034.98	0.00	0.00	15,034.98
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	215,782.29	297,536.67	253,956.58	259,362.38	0.00	0.00	259,362.38
119-EMERGENCY TAX FUND	762.47	41,070.73	40,750.00	1,083.20	0.00	0.00	1,083.20
121-OPTION TAX	175,622.55	296,317.05	221,596.00	250,343.60	0.00	0.00	250,343.60
125-T I F	143,547.46	472,345.62	614,227.09	1,665.99	0.00	0.00	1,665.99
160-REVOLVING LOAN FUND	137,082.45	0.00	0.00	137,082.45	0.00	0.00	137,082.45
225-TIF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
226-GO DEBT SERVICE	250,720.66	1,124,055.21	1,020,783.11	353,992.76	0.00	0.00	353,992.76
300-CAPITAL IMPROV. RESERVE	0.00	60,101.97	0.00	60,101.97	0.00	0.00	60,101.97
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	186,305.60	0.00	186,305.60	0.00	0.00	186,305.60
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-EASTSIDE WATER MAINS	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	50,077.20	0.00	35,250.00	14,827.20	0.00	0.00	14,827.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	173,912.82	0.00	0.00	173,912.82	0.00	0.00	173,912.82
313-MAIN ST SIDEWALK-PHASE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314-N FIRST ST IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-MAIN ST WATER MAIN IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
316-I & I LINE/GROUT PH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
317-ORANGE ST 4TH TO 5TH IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-COLLEGE ST & 2ND ST IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
319-RELOCATING WATER & SEWER	564.78	0.00	5,220.00	(4,655.22)	0.00	0.00	(4,655.22)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	165,279.48	0.00	15,908.28	149,371.20	0.00	0.00	149,371.20
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL (	38,302.89)	217,783.03	203,751.62	(24,271.48)	0.00	0.00	(24,271.48)
324-WW TREATMT FAC IMP 2021	62,510.00	495,550.00	697,267.00	(139,207.00)	0.00	0.00	(139,207.00)
326-ROUNDAABOUT MAIN & CEDAR-J	0.00	0.00	6,429.00	(6,429.00)	0.00	0.00	(6,429.00)
327-SPONS WATER QUAL IMP 2021 (	6,524.60)	0.00	13,475.40	(20,000.00)	0.00	0.00	(20,000.00)
500-CEMETERY PERPETUAL FUND	126,078.58	985.27	0.00	127,063.85	0.00	0.00	127,063.85

CITY OF WEST BRANCH
 YTD TREASURERS REPORT
 AS OF: MAY 31ST, 2022

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
501-KROUTH PRINCIPAL FUND	51,008.10	118.18	0.00	51,126.28	0.00	0.00	51,126.28
502-KROUTH INTEREST FUND	23,912.17	52.52	0.00	23,964.69	0.00	0.00	23,964.69
600-WATER FUND	162,777.76	570,529.61	544,505.91	188,801.46	0.00	0.00	188,801.46
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	5,092.92	56,045.00	2,693.75	58,444.17	0.00	0.00	58,444.17
610-SEWER FUND	339,461.60	703,728.43	534,261.89	508,928.14	0.00	0.00	508,928.14
611-SEWER FUND SPECIAL	150,915.50	268,702.75	0.00	419,618.25	0.00	0.00	419,618.25
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	126,610.48	59,606.18	56,374.77	129,841.89	0.00	0.00	129,841.89
950-BC/BS FLEXIBLE BENEFIT	(1,478.55)	0.00	3,379.23	(4,857.78)	0.00	0.00	(4,857.78)
GRAND TOTAL	4,514,637.11	7,431,971.92	6,508,784.01	5,437,825.02	0.00	0.00	5,437,825.02

*** END OF REPORT ***

PROGRAM EXPENDITURES FOR THE MONTH MAY OF 2022

91.67%

FUNCTIONS	BUDGET EXP	MTD EXP	YTD EXP	REMAINING BALANCE	PERCENT OF EXPENSES
PUBLIC SAFETY					
POLICE DEPARTMENT					
GENERAL FUND	\$ 400,222.00	\$ 22,605.14	\$ 290,348.78	\$ 109,873.22	72.55%
TORT LIABILITY	\$ 12,102.00	\$ -	\$ 10,995.85	\$ 1,106.15	90.86%
TRUST & AGENCY	\$ 87,168.00	\$ 7,513.81	\$ 81,866.59	\$ 5,301.41	93.92%
FIRE DEPARTMENT					
GENERAL FUND	\$ 259,000.00	\$ 2,974.80	\$ 78,536.01	\$ 180,463.99	30.32%
TORT LIABILITY	\$ 10,759.00	\$ -	\$ 25,530.17	\$ (14,771.17)	237.29%
TRUST & AGENCY	\$ 18,992.00	\$ 2,198.90	\$ 19,509.63	\$ (517.63)	102.73%
ANIMAL CONTROL	\$ 3,250.00	\$ -	\$ 1,797.74	\$ 1,452.26	55.32%
BUILDING INSPECTIONS	\$ 22,730.00	\$ 2,335.01	\$ 21,982.64	\$ 747.36	96.71%
TOTAL PUBLIC SAFETY	\$ 814,223.00	\$ 37,627.66	\$ 530,567.41	\$ 283,655.59	65.16%
PUBLIC WORKS					
ROADS & STREETS					
GENERAL FUND	\$ 69,472.00	\$ 1,227.90	\$ 15,011.11	\$ 54,460.89	21.61%
TORT LIABILITY	\$ 13,938.00	\$ -	\$ 12,891.36	\$ 1,046.64	92.49%
ROAD USE TAX FUND	\$ 582,717.00	\$ 30,946.45	\$ 552,907.10	\$ 29,809.90	94.88%
TRUST & AGENCY	\$ 60,668.00	\$ 4,760.49	\$ 51,927.81	\$ 8,740.19	85.59%
STREET LIGHTING - GENERAL FUND	\$ 37,000.00	\$ 2,803.95	\$ 32,523.42	\$ 4,476.58	87.90%
SOLID WASTE - GENERAL FUND	\$ 201,000.00	\$ 16,911.75	\$ 195,987.33	\$ 5,012.67	97.51%
TOTAL PUBLIC WORKS	\$ 964,795.00	\$ 56,650.54	\$ 861,248.13	\$ 103,546.87	89.27%
TOTAL HEALTH & SOCIAL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CULTURE & RECREATION					
LIBRARY					
GENERAL FUND	\$ 242,484.00	\$ 19,303.83	\$ 213,159.97	\$ 29,324.03	87.91%
TORT LIABILITY	\$ 4,255.00	\$ -	\$ 4,194.81	\$ 60.19	98.59%
TRUST & AGENCY	\$ 37,173.00	\$ 2,887.77	\$ 32,937.36	\$ 4,235.64	88.61%
PARKS & RECREATION				\$ -	
GENERAL FUND	\$ 210,930.00	\$ 25,750.01	\$ 167,118.45	\$ 43,811.55	79.23%
TORT LIABILITY	\$ 5,870.00	\$ -	\$ 5,598.92	\$ 271.08	95.38%
TRUST & AGENCY	\$ 34,750.00	\$ 2,700.80	\$ 28,695.39	\$ 6,054.61	82.58%
CEMETERY					
GENERAL FUND	\$ 94,044.00	\$ 9,934.59	\$ 67,526.61	\$ 26,517.39	71.80%
TORT LIABILITY	\$ 2,040.00	\$ -	\$ 1,854.29	\$ 185.71	90.90%

FUNCTIONS	BUDGET EXP	MTD EXP	YTD EXP	REMAINING BALANCE	PERCENT OF EXPENSES
TRUST & AGENCY	\$ 14,759.00	\$ 956.17	\$ 11,205.50	\$ 3,553.50	75.92%
CIVIC CENTER				\$ -	
GENERAL FUND	\$ 23,763.00	\$ 603.80	\$ 21,464.90	\$ 2,298.10	90.33%
TRUST & AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY & CULTURAL DEV. (HHTD)	\$ 58,000.00	\$ 20.76	\$ 56,536.64	\$ 1,463.36	97.48%
LOCAL CABLE ACCESS				\$ -	
GENERAL FUND	\$ 27,644.00	\$ 1,861.10	\$ 23,078.99	\$ 4,565.01	83.49%
TRUST & AGENCY	\$ 4,254.00	\$ 274.77	\$ 3,451.73	\$ 802.27	81.14%
TOTAL CULTURE & RECREATION	\$ 759,966.00	\$ 64,293.60	\$ 636,823.56	\$ 123,142.44	83.80%
COMMUNITY & ECONOMIC DEV.					
ECONOMIC DEVELOPMENT	\$ 74,159.00	\$ 12,241.68	\$ 62,567.43	\$ 11,591.57	84.37%
PLANNING & ZONING	\$ 25,000.00	\$ 1,061.32	\$ 18,021.56	\$ 6,978.44	72.09%
REVOLVING LOAN FUND	\$ -	\$ -	\$ -	\$ -	
TIF DEBT SERVICE	\$ 75,233.00	\$ 17,852.00	\$ 44,840.94	\$ 30,392.06	59.60%
TOTAL COMMUNITY & E.D.	\$ 174,392.00	\$ 31,155.00	\$ 125,429.93	\$ 48,962.07	71.92%
GENERAL GOVERNMENT					
MAYOR & COUNCIL					
GENERAL FUND	\$ 16,500.00	\$ 435.19	\$ 16,267.47	\$ 232.53	98.59%
TRUST & AGENCY	\$ 2,564.00	\$ 47.39	\$ 1,463.20	\$ 1,100.80	57.07%
CLERK & TREASURER					
GENERAL FUND	\$ 148,777.00	\$ 8,172.31	\$ 119,987.54	\$ 28,789.46	80.65%
TORT LIABILITY	\$ 5,017.00	\$ -	\$ 4,676.57	\$ 340.43	93.21%
TRUST & AGENCY	\$ 20,799.00	\$ 1,760.83	\$ 19,720.69	\$ 1,078.31	94.82%
LEGAL SERVICES	\$ 27,000.00	\$ 3,886.43	\$ 24,776.40	\$ 2,223.60	91.76%
TOTAL GENERAL GOVERNMENT	\$ 220,657.00	\$ 14,302.15	\$ 186,891.87	\$ 33,765.13	84.70%
GO DEBT SERVICE	\$ 1,124,374.15	\$ 838,025.00	\$ 1,020,783.11	\$ 103,591.04	90.79%
CAPITAL PROJECTS					
PARK IMP - PEDERSEN VALLEY	\$ 40,000.00	\$ -	\$ 35,250.00	\$ 4,750.00	88.13%
DOWNTOWN EAST REDEVELOPMENT	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.00%
RELOCATING WATER & SEWER LINES	\$ 450,000.00	\$ -	\$ 5,220.00	\$ 444,780.00	1.16%
WIDENING WAPSI CREEK @ BERANEK	\$ 230,000.00	\$ -	\$ 15,908.28	\$ 214,091.72	6.92%
I-80 WEST WATER MAIN RELOCATION	\$ 150,000.00	\$ -	\$ 203,751.62	\$ (53,751.62)	135.83%
WW TREATMENT FACILITY IMP 2021	\$ 1,400,000.00	\$ 31,430.00	\$ 697,267.00	\$ 702,733.00	49.80%
SCHOOL TURN LANE MAIN/DAWSON	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
ROUNABOUT MAIN & CEDAR	\$ 110,000.00	\$ -	\$ 6,429.00	\$ 103,571.00	5.84%
SPONSORED WATER QUAL IMP 2021	\$ -	\$ -	\$ 13,475.40	\$ (13,475.40)	#DIV/0!
TOTAL CAPITAL PROJECTS	\$ 2,580,000.00	\$ 31,430.00	\$ 977,301.30	\$ 1,602,698.70	37.88%
BUSINESS TYPE ACTIVITIES					
WATER FUND	\$ 510,195.00	\$ 24,238.49	\$ 448,460.91	\$ 61,734.09	87.90%
WATER SINKING FUND	\$ 61,113.00	\$ -	\$ 2,693.75	\$ 58,419.25	4.41%
SEWER FUND	\$ 295,231.00	\$ 18,553.69	\$ 220,559.14	\$ 74,671.86	74.71%
STORM WATER UTILITY	\$ 67,000.00	\$ (10,000.00)	\$ 56,374.77	\$ 10,625.23	84.14%
TOTAL BUSINESS TYPE ACTIVITIES	\$ 933,539.00	\$ 32,792.18	\$ 728,088.57	\$ 205,450.43	77.99%
NON-DEPARTMENTAL TRANSFERS					
GENERAL FUND	\$ 50,000.00	\$ 196,791.00	\$ 196,791.00	\$ (146,791.00)	393.58%
ROAD USE TAX	\$ -			\$ -	#DIV/0!
EMERGENCY TAX FUND	\$ 40,750.00	\$ 40,750.00	\$ 40,750.00	\$ -	100.00%
LOCAL OPTION SALES TAX	\$ 221,471.00	\$ 221,596.00	\$ 221,596.00	\$ (125.00)	100.06%
TIF	\$ 569,511.15	\$ 569,386.15	\$ 569,386.15	\$ 125.00	99.98%
WATER FUND	\$ 101,113.00	\$ 45,095.00	\$ 96,045.00	\$ 5,068.00	94.99%
SEWER FUND	\$ 285,000.00	\$ 73,962.00	\$ 313,702.75	\$ (28,702.75)	110.07%
BC/BS FLEXIBLE BENEFIT	\$ -	\$ 57.25	\$ 3,379.23	\$ (3,379.23)	#DIV/0!
TOTAL NON-DEPARMENTAL TRANSFERS	\$ 1,267,845.15	\$ 1,147,637.40	\$ 1,441,650.13	\$ (173,804.98)	113.71%
TOTAL FOR ALL FUNCTIONS	\$ 8,839,791.30	\$ 2,253,913.53	\$ 6,508,784.01	\$ 2,331,007.29	

CITY OF WEST BRANCH
 EXPENDITURES BY ACTIVITY (UNAUDITED)
 AS OF: MAY 31ST, 2022

001-GENERAL FUND

91.67% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL NON-PROGRAM	1,267,845.15	1,147,637.40	1,441,650.13	113.71 (	173,804.98)
TOTAL PUBLIC SAFETY	814,223.00	37,627.66	530,567.41	65.16	283,655.59
TOTAL PUBLIC WORKS	964,795.00	56,650.54	861,248.13	89.27	103,546.87
TOTAL HEALTH & SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE & RECREATION	759,966.00	64,293.60	636,823.56	83.80	123,142.44
TOTAL COMMUNITY & ECON DEVELOP	174,392.00	31,155.00	125,429.93	71.92	48,962.07
TOTAL GENERAL GOVERNMENT	220,657.00	14,302.15	186,891.87	84.70	33,765.13
TOTAL DEBT SERVICE	1,124,374.15	838,025.00	1,020,783.11	90.79	103,591.04
TOTAL CAPITAL PROJECTS	2,580,000.00	31,430.00	977,301.30	37.88	1,602,698.70
TOTAL BUSINESS TYPE/ENTERPRISE	933,539.00	32,792.18	728,088.57	77.99	205,450.43
TOTAL EXPENDITURES	8,839,791.30	2,253,913.53	6,508,784.01	73.63	2,331,007.29

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

ORDINANCE 793

**AN ORDINANCE AMENDING TITLE “SEWER SERVICE CHARGES”
CHAPTER 99 “SEWER SERVICE CHARGES REQUIRED”.**

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

99.01 SEWER SERVICE CHARGES REQUIRED. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed as follows:

(Code of Iowa, Sec. 384.84)

1. \$15.29 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective February 1, 2022.
2. \$16.05 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective July 1, 2022. (increase of \$0.76)
3. \$17.65 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective July 1, 2023. (increase of \$1.50)

Pursuant to Section 91.11, customers may install a separate meter to measure water which is not discharged into the sanitary sewer system.

Adding a new Section 99.02 and retaining and renumbering the remaining sections.

99.02 ANNUAL ADJUSTMENT OF SEWER RATES. Effective the first day of January each year, beginning in 2024, the customer monthly rates as set forth in Sections 99.01, 99.03, and 99.04 of this chapter, shall increase by 2% from the prior year. The City shall review the rates every two years to ensure that the system generates adequate revenues to pay the costs of operation and maintenance, including replacement, and that the system continues to provide for proportional distribution of operation and maintenance, including replacement costs, among users and user classes.

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 amended.
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 20th day of June, 2022.

First Reading: May 16, 2022
Second Reading: June 6, 2022
Third Reading: June 20, 2022

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 20, 2022

AGENDA ITEM: Second Reading Ordinance 794 -Amending Chapter 69 “Parking Regulations”

PREPARED BY: John K. Hanna, Chief of Police
--

DATE: June 14, 2022

BACKGROUND:

With the addition of residential housing along Cedar Johnson RD, as well as the topography of the area creates sight distance issues, I recommend the following amendment to the Code of Ordinance of the City of West Branch.

Recommend a No Parking Zone, be established on both sides of Cedar Johnson Rd from its intersection with W. Main St. to the northern City limit.

ORDINANCE 794

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

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

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

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

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

Section 1: Amendment. The Code of Ordinances is hereby amended by the City Council of West Branch, Iowa by adding the following new subsections to Title, "TRAFFIC AND VEHICLES", Chapter 69, "PARKING REGULATIONS", Section 69.08, NO PARKING ZONES.

(Insert after current subsection)

xx. Both sides of Cedar-Johnson Road from its intersection with West Main Street to the northern City limit.

Renumber all remaining subsections after these changes.

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

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

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

Passed and approved this ___ day of _____, 2022

First Reading: June 6, 2022
Second Reading: June 20, 2022
Third Reading:

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 20, 2022
AGENDA ITEM:	Second Reading Ordinance 795 – Establishing a Tree Commission for the City of West Branch, Iowa, Chapter 28 – Tree Commission. /Move to action.
PREPARED BY:	City Administrator, Adam Kofoed
DATE:	June 14, 2022

BACKGROUND:

There have been a few residents in discussion with our Public Works Director wishing to start a tree seedling program, if a program were to be successful with our limited staffing, we need accountability which is the purpose of establishing a tree commission. The goals of the ordinance are listed below:

1. Are directly responsible for maintaining seedling trees we may get at no or low cost from Trees Forever program. City just responsible for ensuring they have access to proper equipment and are trained to use equipment.
2. Become the final appeals board for determining if a ROW tree should be removed/planted. Those decisions should not solely rely on the Public Works Director and appeals should not go to council as they will become more burdensome as more trees get planted in the right of way.
3. Help establish tree guidelines and species.
4. Make recommendations to Planning and Zoning, zoning changes, in regards to trees or possibly other vegetation.
5. Establish the ability to charge for tree services. Not looking to charge but may be a good idea to consider if people request new trees in ROW. (Attorney needs to verify)

ORDINANCE 795

AN ORDINANCE ESTABLISHING A TREE COMMISSION FOR THE CITY OF WEST BRANCH, IOWA.

WHEREAS, the City Council of the City of West Branch has heretofore determined that is would be desirable to establish a Tree Commission for the City.

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. The Code of Ordinances of the City of West Branch, Iowa, are hereby amended by adding and establishing Chapter 28 entitled “Tree Commission,” which reads as outlined on Exhibit “A” attached hereto.
2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.
3. Adjudication. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved this ____ day of July, 2022.

First reading: June 6, 2022
Second reading: June 20, 2022
Third Reading:

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

CHAPTER 28

TREE COMMISSION

28.01 Definitions	28.05 Trees on Public Property
28.02 Tree Board	28.06 Trees on Private Property
28.03 City Forester	28.07 Enforcement
28.04 Arboricultural Specifications and Standards of Practice	

28.01 DEFINITIONS. For use in this chapter, the following terms are defined:

1. "City Arboricultural Specifications and Standards of Practice" means the document containing the detailed performance standards and specifications to be used in carrying out the provisions of this chapter.
2. "Contractor" means any person, business or organization who receives compensation for the performance of work done.
3. "Park" means all public parks having individual names and maintained by the City.
4. "Parking" means that part of the right-of-way in the City not covered by sidewalk, between the lot line and the curb line. On unpaved streets, it is that portion between the lot line and portion usually traveled by vehicular traffic.
5. "Private tree" means any and all trees growing on private property.
6. "Property owner" means a person owning private property in the City, as shown by the County Auditor's Plat of the City.
7. "Public property" means any and all property located within the confines of the City and owned by the City or held in the name of the City by any of the departments, commissions or agencies within the City government.
8. "Public tree" means any and all trees growing on public property including but not limited to street right-of-ways.
9. "Right-of-way" means a parcel of land intended to be occupied for streets, sidewalks, utilities and other public purposes.
10. "Shrubs" means woody vegetation usually growing with multiple stems and a height less than ten (10) feet.

11. "Street trees" means any and all trees growing on the parking including but not limited to street right-of-way.

12. "Topping" means heading, stubbing, rounding, tipping, or "dehoming," which means the drastic removal of large branches, severely cutting back limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

13. "Trees" mean woody vegetation usually growing with a single stem and a height over 10 feet.

14. "Tree Board" means the duly established board responsible to study, investigate, counsel and develop a written plan for the care, preservation, trimming, planting, replanting, removal or disposition of trees and shrubs within the City.

28.02 TREE BOARD.

1. Establishment. There is established a five-member Tree Board. The Board shall be appointed by the Mayor and confirmed by the City Council. The Mayor in appointing the initial Board shall appoint three members to four-year terms and two members to three-year terms. After the initial appointments, all subsequent appointments shall be for four years. The Board shall determine its officers, bylaws, and meeting schedule.

2. Duties. The Tree Board shall have the following duties:

A. Study, investigate, counsel, develop, update annually, and administer a written plan for carrying out the purposes of this chapter.

B. Present their plan to the Council. Upon the Council's acceptance and approval of the plan, the plan shall constitute the official tree plan for the City.

C. The Tree Board may draft and recommend to the Planning and Zoning Commission amendments to the Zoning Ordinance, Subdivision Ordinance and other chapters of this Code of Ordinances, so as to require additional planting of street trees and/or privately-owned trees, or both, in association with property development or redevelopment in the City.

D. The Tree Board may draft and recommend to the City Administrator changes to staff procedures, so as to make them consistent with the intent of this chapter. These procedures may include, but are not limited to, tree trimming and excavation procedures of the City.

E. The Tree Board shall act as the final step in an appeal

process regarding disputes between the City Forester and citizens.

3. Responsibilities. The Tree Board shall:
 - A. File with the Clerk for public inspection copies of the minutes and other action taken by the Tree Board within fourteen (14) days of the date on which the action was taken.
 - B. Utilize the central staff and auxiliary services of the City administration and refrain from duplicating them or from establishing incompatible procedures.
 - C. Maintain newly planted seedling trees as required for tree grants. City is responsible for assisting the commissions find the right equipment and utilities for a successful program but should be the commissions responsibility to maintain.

28.03 CITY FORESTER.

1. Establishment. There is established the position of City Forester, who shall be the Director of the West Branch Public Works Department or designee.
2. Authority. The City Forester shall have the authority and jurisdiction of regulating and planting, maintenance, and removal of trees on publicly owned property to ensure safety or preserve or enhance the aesthetics of these public sites. The City Forester shall have the authority to supervise, inspect, or both, all work done under a permit issued in accordance with terms of this chapter. The City Forester shall have the authority to formulate and publish a master tree plan with the advice, hearing, and approval of the Tree Board. The City Forester has the general authority to do all of the following:
 - A. Direct, manage, supervise and control the planting, removal, maintenance and protection of all trees and shrubs on public areas;
 - B. Guard all trees and shrubs within the City to prevent the spread of disease or pests;
 - C. Eliminate dangerous tree and shrub conditions within the City that may affect the life, health or safety of persons or property.

28.04 ARBORICULTURAL SPECIFICATIONS AND STANDARDS OF PRACTICE.

1. Establishment. There is hereby established an Arboricultural Specifications and Standards of Practice document of and for the City. This document shall include but shall not be limited to species of street trees allowed and banned; the spacing between street trees and distances

from fixed objects; proximity of street trees to utility lines; and topping.

2. Authority. The performance standards and specifications contained within the City Arboricultural Specifications and Standards of Practice shall be considered a part of this chapter and made subject to all its provisions.

28.05 TREES ON PUBLIC PROPERTY.

1. **Conditions Under Which Trees Allowed.** From and after July 1, 2022, no person, except City personnel, agents for City purposes, or authorized tree permit holders shall plant any tree or shrub upon any City owned property, including property dedicated or used for right-of-way purposes. Only trees from the City of West Branch Approved Street Trees List may be planted in the public right-of-way.

2. Insurance. The City Forester shall have the authority to require any permit holder to show adequate insurance coverage to cover potential damages that occur during the execution of the work. In the case of the property owner doing the work, proof of homeowner personal liability insurance may be required. If the property owner has hired another person or contractor to do the work, the contractor shall provide the City with a certificate of insurance. The certificates shall show the following minimum required limits of coverage of Commercial General Liability Insurance with limits of not less than \$500,000 per occurrence and Worker's Compensation insurance coverage at statutory limits on any and all employees.

3. Public Utilities. A public utility may be issued a permit to treat, trim or remove any tree or shrub on any street or other public place. The work shall be limited to the actual necessities of the service of the company in the area specified on the permit. This work shall be done in accordance with the Arboricultural Specifications and Standards of Practice as established for the City. The City Forester may assign an inspector to supervise the provisions of the permit. The cost of the service shall be charged to the public utility. In the event severe weather has caused a tree to damage utility lines, the utility company, the City, or their agents may trim or remove trees necessary to repair the damaged utility lines without first obtaining a permit. A permit should be obtained before any additional trimming not required for repair of the utility line is done.

4. Maintenance. The maintenance of all street trees or shrubs shall be the responsibility of the City Forester, except for new grant tree seedlings which shall be the responsibility of the Tree Board. Street trees may be trimmed and maintained to allow free passage of pedestrians and vehicular travel and so they will not obstruct or shade streetlights, traffic lights, signs or any traffic control devices or the view of any street intersection. Such

detailed information is contained in the City's Arboricultural Specifications and Standards of Practice. If in the opinion of the City Forester trimming of a street tree is necessary, the adjacent property owner shall be notified and, in the event, the adjacent property owner disagrees with the Forester's decision, an appeal may be filed. Whenever the City Forester is notified or becomes aware of a dead or broken branch or limb in any street tree or a dead street tree which is in imminent danger of falling and thereby injuring any individual or causing property damage, the offending branch, limb or tree shall be considered a hazard and may be removed. Subsequent trimming of the tree which contained the dead or broken branch or limb should occur after notification of the adjacent property owner.

5. Removal. If in the opinion of the City Forester removal of a street tree becomes necessary, the adjacent property owner shall be notified. In the event the adjacent property owner requests the removal of a street tree or shrub, and the City Forester does not consider the removal necessary, the property owner may appeal the City Forester's decision to the Tree Board.

6. Traffic Control. In the event the planting, maintenance or removal of any tree requires equipment or material to be located on or fall onto the street right-of-way, the permit holder shall provide for traffic control. All traffic control shall conform to the requirements and specifications of the current edition the Manual of Uniform Traffic Control Devices (MUTCD). In all cases the disruption of smooth traffic flow shall be kept to a minimum. Additional warning devices or precautionary measures may be necessary to control pedestrian traffic.

7. Protection. No person shall intentionally damage, cut, carve, attach any rope, wire, nails, advertising posters or other contrivance to any street tree; allow any gaseous, liquid, chemical or solid substance harmful to such trees to come in contact with them, or set fire or permit fire to burn when such fire or the heat will injure any portion of any tree.

8. Permits. The City Forester may issue a permit for the planting of a tree in the public right-of-way when: (i) The proper permit fee has been paid in full to the City; (ii) The proposed site has been reviewed and approved by the City Forester; and (iii) Species and planting technique have been reviewed and found to meet City standards.

9. Establishment of Fees. The City Council shall adopt by resolution a permit fee for the issuance of a tree permit. Said fees may be amended by resolution at the discretion of the City Council.

10. The Tree Board of the City shall adopt a City of West Branch Approved Street Trees List by January 1, 2023.

11. Establishment of Urban Forest Utility. An urban forest utility is hereby established to provide for the collection and use of public tree

management fees, tree permit fees and other fees as applicable for use to maintain trees on City owned property and provide for the disposal or re-use of tree-related materials.

12. Public Tree Management Fees. The City Council shall, by resolution, set fees for the management of trees on City owned property. This includes the initial establishment of fees and subsequent changes to the fees as deemed necessary by the City Council.

28.06 TREES ON PRIVATE PROPERTY.

1. Maintenance. The property owner is responsible for the maintenance and care of any tree located on private property. Certain regulations apply to trees whose branches, limbs, roots, or other parts extend into or over the street right-of-way. The property owner is responsible for ensuring private trees are trimmed to sufficient height to allow free passage of pedestrians and vehicular travel and so they will not obstruct or shade streetlights, traffic lights, signs or any traffic control devices or the view of any street intersection. Detailed information is contained in the City's Arboricultural Specifications and Standards of Practice. If it becomes necessary to trim trees or shrubs on private property to comply with this chapter, the City Forester shall declare the tree or shrub a nuisance. Whenever the City Forester is notified or becomes aware of a dead or diseased tree or broken or dead branch or limb in any private tree which is in imminent danger of falling and thereby injuring any individual or causing property damage to adjacent property, the City Forester may declare the tree, branch, or limb a hazard and order the property owner to remove the hazard in an expedient manner. If the property owner fails to remove the hazard, the City Forester may cause the hazard to be removed. For purposes of removing the hazard, City crews or City agents shall be allowed on private property. Attempts should be made to notify the property owner before entering onto private property.

2. Traffic Control. In the event the planting, maintenance or removal of any private tree requires equipment or material to be located on or fall onto the street right-of-way, the homeowner or the homeowner's agent shall provide for traffic control. All traffic control shall conform to the requirements and specifications of the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). In all cases the disruption of smooth traffic flow shall be kept to a minimum. Additional warning devices or precautionary measures may be necessary to control pedestrian traffic.

28.07 ENFORCEMENT.

1. Appeals. Any person who receives an order from the City Forester and objects to all or part of the order may, within ten days of the receipt of the order, notify the City Forester and City Tree Board in writing of the nature of the objection and request a hearing on the order thereon. The hearing shall be held within 30 days of notice to the appellant. Within ten days the Chair of the Tree Board shall notify the appellant and City Forester of the final decision.
2. Interference. No person shall hinder, prevent, delay, or otherwise interfere with the City Forester or any assistants in the execution or enforcement of this chapter.
3. Violation. If, as a result of a violation of any provision of this chapter, the injury, mutilation or death of a tree, shrub or other plant located on City-owned property is caused, the cost of repair or replacement of the tree, shrub or other plant shall be borne by the party in violation. The value of shrubs shall be determined in accordance with the latest revision of *A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs and Evergreens* as published by the International Society of Arboriculture.
4. Penalties. Penalties should fall under the municipal infraction in the West Branch Code of Ordinances



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 20, 2022

AGENDA ITEM: Resolution 2022-63 Approving a vehicle towing service contract with Campus Towing. / Move to action.

PREPARED BY: City Administrator, Adam Kofoed

DATE: June 14, 2022

BACKGROUND:

Due to anticipated towing for nuisances and abandoned vehicles staff sent out a request for quotes on towing services. RFQ's were emailed to local business and hand delivered to West Branch businesses. We received two quotes from Iowa City where Campus Towing was the lowest bid.

RESOLUTION 2022-63

RESOLUTION APPROVING A VEHICLE TOWING SERVICE CONTRACT WITH CAMPUS TOWING.

WHEREAS, the City of West Branch solicited Requests for Proposal for vehicle towing, storage of vehicles impounded and removal of junk vehicles pursuant to the City Code of Ordinances of West Branch, Iowa and the disposition of abandoned vehicles pursuant to section 321.89 of the Code of Iowa; and

WHEREAS, the specifications of the request for proposal is designed to ensure prompt, adequate, reasonable and uniform costs for towing and storage services for the City and the public at the request of the City; and

WHEREAS, the City received two responses and Campus Towing quoted the lowest price for services requested; and

WHEREAS, this contract will expire on June 30, 2023.

WHEREAS, it is now necessary to approve said contract pricing.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned vehicle towing service contract pricing with Campus Towing is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 20th day of June, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

Campus

**ATTENTION: SUBMIT SEPARATELY WITH GROUP I PRICING
IN SEALED ENVELOPE**

**J. PROPOSED RATES AND CHARGES
GROUP II**

List your proposed rates and charges (Prices must remain for the first year of the Contract. Any fee or change may be negotiated only thirty days on or before the anniversary date each year):

NOTE: *The City of West Branch does not guarantee or imply any specific number of tows or other service that will occur during the life of this Contract.*

GROUP II: Rates for Group II apply to those vehicles that are owned or leased by the City and service is performed as a result of a call from a City Police Officer or City employee.

GROUP II. CLASS A.

SERVICE TYPE	HOURS	PRICE
Standard Tow	From 8am to 8pm	\$ 130
Night Tow	From 8pm to 8am	\$ 170
Dolly Fee		\$ 35
Recovery Operations Winching (1 st half hour)		\$ 145
Recovery Operations Winching (After 1 st half hour)		\$ 55 every 15 min after
Standby Time (1 st half hour)		\$ 40
Standby Time (After 1 st half hour)		\$ 40
Mileage Outside City Limits		\$ 4.50/mile
Show Up Fee		\$ 85
Go Jacks		\$ 35



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 20, 2022

AGENDA ITEM: Resolution 2022-64 Approving an Auditing Service Agreement with Faller, Kincheloe & Co., PLC for fiscal years 2022, 2023, 2024 and 2025.

PREPARED BY: City Administrator, Adam Kofoed

DATE: June 14, 2022

BACKGROUND:

The State of Iowa Auditors Offices asked the City of West Branch to seek bids for the upcoming financial years. We received one bid which was \$500 over what we expected costs.

RESOLUTION 2022-64

RESOLUTION APPROVING AN AUDIT SERVICE AGREEMENT WITH FALLER, KINCHELOE & CO, PLC FOR FISCAL YEARS 2022, 2023, 2024 AND 2025.

WHEREAS, the City of West Branch solicited Request for Proposals for annual audit services for fiscal year 2022, 2023, 2024 and 2025; and

WHEREAS, Faller, Kincheloe & Co., PLC, Certified Public Accountants submitted a quote for professional services (See Exhibit A); and

WHEREAS, the specifications of the request for proposal will include the performance of audits of the financial statements of the City of West Branch; and

WHEREAS, audits will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards; and

WHEREAS, a written report will be issued upon completion of the audit of the City of West Branch's financial statements which will be addressed to the City Council of West Branch, Iowa: and

WHEREAS, annual audits will be completed by December 31st of each year; and

WHEREAS, it is now necessary to approve said agreement.

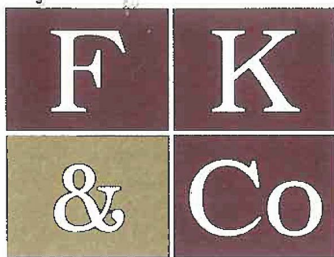
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned Audit Service Agreement with Faller, Kincheloe & Co., PLC is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 20th day of June, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



FALLER, KINCHELOE & CO, PLC

Certified Public Accountants

May 23, 2022

Honorable Mayor and City Council
City of West Branch
110 N. Poplar Street
West Branch, IA 52358

Dear Ms. Van Auken:

We very much appreciate the opportunity to propose our services to the City of West Branch. This letter is in response to your Request for Proposals for audit services for the years ending June 30, 2022, 2023, 2024 and 2025.

Our services will include the performance of an audits of the financial statements of the City of West Branch as of June 30, 2023, 2024 and 2025 and for the years then ended. The objective of our audits are the expression of opinions as to whether the City of West Branch's financial statements are fairly presented, in all material respects, in conformity with the basis of cash receipts and disbursements and to report on the fairness of the supplementary information when considered in relation to the financial statements as a whole.

Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of West Branch and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of West Branch's financial statements. Our report will be addressed to the City Council of the City of West Branch. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the

results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of West Branch is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Personnel assigned to the engagement include Alan Kincheloe and Ryan Roof, partners and Steve Gerdes, manager. Highlights of our professional qualifications are included as an attachment to this letter.

Our audits will be completed by the December 31 completion date. Alan Kincheloe, Ryan Roof and Steve Gerdes will be available for technical consultation.

Faller, Kincheloe & Co, PLC has a long history of quality professional service to clients. The company was originally founded as Joel C. Faller, P.C., CPA in 1977. We have provided quality accounting, auditing, consulting and tax preparation services to an extensive list of companies, governments, non-profit organizations, trusts, and individuals. Our professional standards require our firm to hire an independent CPA firm every three years to conduct a review of our accounting and auditing practice. Our recent review was completed with issuance of a rating of pass.

We appreciate the opportunity to propose our audit services to you and have reviewed the specifications and agree to and understand the terms outlined in these proposal questions. Our telephone number is 515-362-5672, and the contact person for this proposal is Ryan Roof, CPA. If you have any questions, please let us know.

Sincerely,



Ryan Roof, CPA
Faller, Kincheloe & Co, PLC

Enclosures

City of West Branch
Proposal for Audit Services

Table of Contents

- A. Profile of Faller, Kincheloe & Co, PLC
- B. Scope of Services and Proposed Timetable Project Schedule
- C. Summary of the Firm's Qualifications
- D. Records Retention
- E. Bid Price

Attachment A

Profile of Faller, Kincheloe & Co, PLC

Faller, Kincheloe & Co, PLC is an Iowa professional limited liability company providing Certified Public Accounting services predominantly to the local community in central Iowa.

Faller, Kincheloe & Co, PLC currently has two owners Alan Kincheloe and Ryan Roof. Joel C Faller, CPA founded the company in 1977 and continues to work for the firm. Alan Kincheloe, CPA joined the firm as a co-owner in 1994. Ryan Roof, CPA joined the firm 2005 and became an owner in 2008. There are five additional full-time accountants and two full-time administrative assistants. In addition, there are two seasonal part-time tax return preparers that work for the firm.

Faller, Kincheloe & Co, PLC holds Permit to Practice as a Firm of CPA's No. 2017-727 issued by the State of Iowa.

Faller, Kincheloe & Co, PLC is independent of the City of West Branch in accordance with Government Auditing Standards.

Faller, Kincheloe & Co, PLC is located at 2721 SW 30th Street in Des Moines, Iowa. As described above we have seven full-time professionals consisting of two owners and five accountants. Additionally, we have two part-time accounting personnel. Five of our full-time employees and one of our part-time employees are Certified Public Accountants.

Attachment B Scope of Services and Proposed Timetable Project Schedule

The audit for the years ending June 30, 2022, 2023, 2024 and 2025 shall be performed in accordance with the following:

- Chapter 11 of the Code of Iowa.
- U.S. generally accepted auditing standards.
- The standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.
- Title 2, U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), when applicable.

The audit reports will conform to:

- Reporting formats specified by the Iowa Auditor of State's office.
- AICPA Audit Guides.
- Governmental Accounting Standards Board reporting requirements.
- The requirements of Title 2, U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), when applicable.

The audit reports will include a management letter, if appropriate, which includes recommendations related to the financial statements, internal control, accounting systems, and compliance issues.

The proposed time schedule is summarized as follows:

Begin planning, interim work	Upon receipt of engagement letter
Detailed audit plan with a list of schedules to be prepared	July 15
Begin fieldwork	August 15
Begin office review	August 30
Draft available for the City's review	November 1
Final report issued no later than	December 31

Attachment C Summary of the Firm's Qualifications

Alan Kincheloe, CPA has been working in the accounting and auditing field for over 25 years. Alan has also served as board member, committee member, and/or Treasurer of several organizations including the Des Moines Public Schools Audit Committee, South Des Moines Chamber of Commerce, and Polk County Crime Stoppers. His continuing education in the past two years has included 80 hours of governmental accounting and auditing as well as attending the state auditor's seminar for governmental audits. Alan is also a member of the American Institute and Iowa Society of CPA's. Alan is independent of the City of West Branch in accordance with Government Auditing Standards.

Ryan Roof, CPA has been working in the public accounting and auditing field for 10 years. Ryan began employment with the firm in November of 2005. Ryan has performed financial statement audits of several non-profit organizations, governments, and school districts. Ryan also serves as a board member and treasurer to the Des Moines East and South Chamber of Commerce. His continuing education in the past two years has included 80 hours of governmental accounting and auditing. Ryan is also a member of the American Institute and Iowa Society of CPA's. Ryan is independent of the City of West Branch in accordance with Government Auditing Standards.

Steve Gerdes, CPA has been working in the public accounting and auditing field for over 25 years. Steve began employment with the firm in July of 2013. Steve has worked as a senior auditor performing governmental audits for the Missouri State Auditor's Office for over 8 years, and has also worked in local public accounting firms conducting governmental audits for over an additional 18 years. Throughout his career, Steve has been the senior in-charge/manager/partner for several hundred governmental audits, including cities, counties, school districts, 28E organizations, hospitals, tribal organizations, and for the state and federal government. Steve has extensive experience in performing and managing governmental audits. His continuing education in the past two years has included 80 hours of governmental accounting and auditing. Steve is also a member of the Iowa Society of CPA's. Steve is independent of the City of West Branch in accordance with Government Auditing Standards.

Faller, Kincheloe & Co, PLC's policy on notification of changes in key personnel is to notify all clients as soon as possible after a change in personnel becomes necessary.

Ryan and Steve are the individuals within the firm who are primarily involved with auditing and available for matters which require consultation.

Faller, Kincheloe & Co, PLC has a system of quality control to ensure that the services we provide are adequately performed. We have adopted the system of quality control proposed by Practitioners Publishing Company. A copy of our most recent peer review is included with this submission on the following two pages.



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 12, 2021

To the Partners of Faller, Kincheloe & Co PLC
and the Peer Review Alliance

We have reviewed the system of quality control for the accounting and auditing practice of Faller, Kincheloe & Co PLC (the firm) in effect for the year ended May 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Faller, Kincheloe & Co PLC in effect for the year ended May 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Faller, Kincheloe & Co PLC has received a peer review rating of *pass*.

FRANKEL ZACHARIA LLC

Frankel Zacharia, LLC

Attachment C Summary of the Firm's Qualifications (continued)

Faller, Kincheloe & Co, PLC has performed governmental audits and agreed upon procedures for several cities, school districts and 28E organizations. Below is a list of five comparable audits the firm performed for the fiscal year ended June 30, 2021.

City of Belle Plaine
City of Manchester
City of Osceola
City of Centerville
City of Huxley

The staffing plan for the audit would be Ryan Roof and Steve Gerdes performing the audit fieldwork. Furthermore, all audit work papers and the audit report would be reviewed by Alan Kincheloe. It is estimated that it will take approximately 250 hours to complete the audit of the City of West Branch.

The audit approach would be based on guidelines as established by the Iowa Auditor of State, supplemented by guidelines established by Thompson Reuters – PPC publication of “Audits of local governments”.

Faller, Kincheloe & Co, PLC is in compliance with the registration requirements to engage in the practice of public accounting within Iowa and that the firm is independent of the City of West Branch in accordance with Government Auditing Standards.

Attachment D Records Retention

All working papers and reports will be retained at the Auditor's expense for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The firm will make these working papers available to the City and appropriate State and Federal agencies, upon request.

City of West Branch
Proposal for Audit Services

Attachment E	Bid Price	
Estimated hours for audit of the financial statements:		250
Hourly rates are as follows: \$150 – partner, \$100 – manager and \$75 staff		
Estimated out-of-pocket costs for report production, postage, etc.		\$500
Frequency and timing of billings		Monthly (last day of month)

The hourly rates and all-inclusive maximum fees for the audits will be:

	Audit Fee Maximum
Year ended June 30, 2022 & 2023	\$ 18,000
Year ended June 30, 2024	\$ 18,200
Year ended June 30, 2025	\$ 18,400

An audit required to be conducted in accordance with the Uniform Guidance will be an additional \$3,000 per year.

Additional consulting services, in addition to the auditing services, will be billed at the rates by position, as noted above.

AGREEMENT BETWEEN

The City of West Branch

AND

Faller, Kincheloe & Co, PLC

THIS AGREEMENT made and entered into this 23rd day of May, 2022, by and between the City of West Branch, Iowa, hereinafter called "City" and Faller, Kincheloe & Co, PLC, hereinafter called "CPA."

WHEREAS, the City wishes to obtain the services of the CPA to perform the annual audits in accordance with Section 11.6, Code of Iowa, for the fiscal years ended June 30, 2023, 2024, and 2025.

WHEREAS, the CPA is equipped and staffed to perform the above audit; and

WHEREAS, this agreement is in the public interest in fulfilling the requirements of Chapter 11 of the Code of Iowa.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That the CPA will:
 - A. Provide auditors of various classifications and for the estimated hours as detailed in 2.A of this agreement.
 - B. Begin work on the audit engagement as specifically agreed upon with the City.
 - C. Perform all work in accordance with U.S. generally accepted auditing standards, Government Auditing Standards, and applicable federal requirements.
 - D. Immediately inform the City, the Auditor of State, and County Attorney if the audit discloses any irregularity in the collection or disbursement of public funds.
 - E. Provide access to the working papers to any appropriate federal agencies for the period of time specified in relevant agreements entered into by the City.
 - F. Provide access to the working papers to the Auditor of State in accordance with Chapter 11 of the Code of Iowa.

2. Conditions of Payment:

- A. It is understood that the fees for the services set forth above shall be reimbursed in the following hourly rates:

<u>Classification</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>
	250	
Partner		\$150
Manager		\$100
Staff		\$ 75

- B. The CPA shall present an invoice for services in the following manner:

Invoices will be presented the last day of each month for services provided that month.


- C. Payments shall be made within thirty (30) days of receipt of invoice.
- D. The total reimbursement shall not be for more than the annual maximum except as specifically agreed in writing by the City and the CPA.

3. Termination of Agreement:

- A. The City may terminate this contract without notice if the CPA fails to perform the covenants or agreements contained herein.
- B. The CPA shall be paid for all work satisfactorily performed to the date of termination.

IN WITNESS THEREOF, the City and CPA have executed this AGREEMENT as of the date indicated below:

CPA

By 
Title PARTNER
Date 5/23/2022

City of West Branch, Iowa

By _____
Title _____
Date _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 20, 2022

AGENDA ITEM: Resolution 2022-65 - Approving a Subdivider's Agreement with The Meadows Inc. for The Meadows Part 5. / Move to action.

PREPARED BY: Adam Kofoed and Kevin Olson

DATE: June 9, 2022

SUMMARY:

This is the city's standard Subdivider's agreement. No special consideration have been requested or provided.

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

RESOLUTION 2022-65

RESOLUTION APPROVING A SUBDIVIDER’S AGREEMENT WITH MEADOWS DEVELOPMENT, INC. FOR THE MEADOWS SUBDIVISION, PART FIVE, WEST BRANCH, IOWA.

WHEREAS, Meadows Development, Inc. (the “Developer”) has submitted the preliminary plat for The Meadows Subdivision, Part Five, West Branch, Iowa (the “Development”); and

WHEREAS, as part of said Development, the Developer is required to construct certain municipal improvements; and

WHEREAS, to that end, the City Attorney has drafted a Subdivider’s Agreement for said Development; and

WHEREAS, it is now necessary to approve said Subdivider’s Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, Iowa, that the aforementioned Subdivider’s Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute this Agreement on behalf of the City.

Passed and approved this 20th day of June, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

CITY OF WEST BRANCH, IOWA SUBDIVIDER'S AGREEMENT

THE MEADOWS SUBDIVISION, PART FIVE, WEST BRANCH, IOWA

This Agreement is made by and between Meadows Development, Inc., an Iowa corporation, hereinafter referred to as the "Subdivider", and the City of West Branch, Iowa, a Municipal corporation, hereinafter referred to as the "City".

WITNESSETH

SECTION 1. MUNICIPAL IMPROVEMENTS; CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS.

In consideration of the city approving the plat and subdivision of real estate known and designated as The Meadows Subdivision, Part Five, West Branch, Iowa, prior to Subdivider's installation and construction of the required municipal improvements, Subdivider shall make escrow provisions as provided herein. Municipal improvements shall include 29-foot PCC streets known as Prairie View Drive and Ridge View Drive, sanitary sewers, water mains, storm sewers, sump-pump line, storm water detention basin (Outlot A), sidewalks across Outlot A and street lighting. Said municipal improvements shall be constructed and installed in accordance with construction plans and specifications approved by the City Engineer of the City who shall have the right to make or authorize occasional inspections of the work in progress. Said inspections shall not relieve or release the Subdivider from the responsibility to construct the municipal improvements in accordance with the approved plans and specifications.

SECTION 2. SIDEWALKS.

The Subdivider agrees that no later than five (5) years from the date of the City's Resolution approving the Final Plat of The Meadows Subdivision, Part Five, West Branch, Iowa, or upon seventy-five percent (75%) of the development of the lots therein, whichever occurs first, to install sidewalks abutting each lot which shall be at least five (5) feet wide and constructed according to the plans and specifications as approved by the City Engineer. The escrow provision need not include the sidewalk installation, however, the same shall remain a lien against each lot until accepted and released by the City.

SECTION 3. ESCROW MONIES

The Subdivider shall deposit with the City Clerk in escrow an amount equal to the estimated cost of constructing the municipal improvements plus 10% thereof as determined by the City Engineer and said deposit shall be referred to as "Municipal Improvements Escrow". The escrow deposit shall be in the form of cash, bank check that will be cashed, bond or irrevocable letter of credit, all as approved by the City Attorney.

SECTION 4. USE OF ESCROW MONIES

If, after one year from the date of the City's resolution approving the preliminary plat of the subdivision, the municipal improvements have not been constructed and installed for the subdivision, then City may use and/or make demand upon the municipal improvements escrow to construct and install said municipal improvements. The City shall release any bond or letter of credit or refund to the Subdivider any portions of or any excess escrow monies not used by the City after construction, installation and acceptance of all of the municipal improvements. Any cash or check held in escrow shall be released as needed for payment of the costs of the improvements.

In addition, the City may make use of any of the proceeds of the security provided by Subdivider in order to enforce the erosion control requirements pursuant to Section 166.15(15) of the West Branch Code of Ordinances.

SECTION 5. WAIVER

In the event the Subdivider shall sell or convey or make application for a building permit on any lot or lots in the subdivision without having first constructed and installed all the municipal improvements for the subdivision, then the City shall have the right to proceed therewith as provided in Section 3 above.

SECTION 6. LIEN

The costs of the construction and installation of the municipal improvements shall be a lien and charged against all lots in said subdivision and need not meet the requirements of notice, benefit or value as provided for by the Code of Iowa for assessing said municipal improvements which may exceed the municipal improvements escrow.

SECTION 7. RELEASE

The City agrees that when all municipal improvements have been constructed and installed for the subdivision, to the satisfaction of the City and upon acceptance by resolution, to furnish the Subdivider a good and sufficient Release for filing in the office of the County Recorder so that this Agreement will not constitute a cloud upon the title.

SECTION 8. PUBLIC SERVICES.

Subdivider agrees that public services including, street maintenance, snow plowing, water and sanitary sewer service, will not be provided in said subdivision until the municipal improvements have been constructed, installed and accepted by the City.

SECTION 9. LOT A.

At the time of recording of the final plat the Subdivider shall also submit a Warranty Deed conveying Lot A to the City free and clear of any liens.

SECTION 10. PAYMENT OF SANITARY SEWER CONNECTION FEE.

Payment of the Sanitary Sewer Connection Fee will be collected with each building permit in accordance with the then current schedule of fees adopted by the City.

SECTION 11. ZONING.

The parties expressly agree that the Subdivision is currently zoned R-2 Residential District.

SECTION 12. STORM WATER EROSION CONTROL AND TOPSOIL REQUIREMENTS.

Subdivider or its assigns or successors in interest shall be responsible for the maintenance of appropriate erosion control measures during construction of the infrastructure and during building of any structures in the Subdivision. In addition, the Subdivider shall be responsible for the placement of 4-inches of topsoil or allowed substitute upon each lot after the structures have been constructed prior to the issuance of any occupancy permit for said structure.

SECTION 13. OUTLOT A.

As part of the public improvements for this Subdivision, the Subdivider shall will construct storm water detention on Outlot A in strict compliance with the plans approved by the City Engineer. In addition, the Subdivider, as part of its municipal improvements, shall construct the sidewalk required along Prairie View Drive. After acceptance of the municipal improvements by the City, the Subdivider shall convey Outlot A to a Homeowners' Association ("HOA") who shall maintain the sidewalk and storm water detention improvements on Outlot A. In the event that the HOA does not maintain the sidewalk and/or storm water detention improvements on Outlot A, or the HOA becomes administratively dissolved by the Iowa Secretary of State, the City may enter upon Outlot A to maintain the improvements. After completion of the required maintenance, the City shall invoice the HOA who shall have thirty (30) days to reimburse the City. In the event that the HOA does not reimburse the City, the Subdivider authorizes the City to assess the costs of the same equally among Lots 1 through 23 inclusive to be collected in the same manner as property taxes. In doing so, the Subdivider waives any requirement of notice, value or

benefit as it pertains to assessing the costs to said Lots 1 through 23 inclusive.

SECTION 14. ASSIGNS AND SUCCESSORS

This agreement shall be binding upon the parties, their assigns or successors in interest and it is understood that the City, at its option, may contract for the construction and installation of the municipal improvements as provided above.

Dated this ___ day of _____, 2022.

Meadows Development, Inc.:

City of West Branch:

By: _____
Brad Larson, President

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Leslie Brick, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Roger Laughlin and Leslie Brick acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on the ___ day of _____, 2022,
by _____ as President of Meadows Development, Inc.

Notary Public



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 20, 2022
AGENDA ITEM:	Resolution 2022-66 - Approving a Developer’s Agreement with Rebate payments and approving disposal of real property to BBCO LLC. / Move to action.
PREPARED BY:	City Administrator, Adam Kofoed
DATE:	June 14, 2022

BACKGROUND:

The City of West Branch would like to enter a development agreement with BBCO LLC in regards to city owned land known as the “Old Croell Site.”

City’s responsibility:

- Sell the Old Croell Site for \$1.
- Assist in the purchase of the “Herring Property” of up to \$150,000
- A 20-year tax incentive agreement capped at no more than \$5,000,000 if all properties in questioned are purchased.
 - First 10 years would be a 75% property tax abatement.
 - Second 10 years would be a 75% property tax rebate.

Developer’s responsibility:

- Purchase the following properties
 - “Herring Property”
 - “D Three Property”
 - “Bennett Property”
 - Optional:
 - “Miller Property”
- Construct 110 residential units
- Construct mixed used commercial building
- Complete the following phases, if a grant is received by:
 - Phase I: Dec. 31, 2024
 - Phase II: Dec. 31, 2025
 - Phase III: Dec. 31, 2026
 - Phase IV: Determined based on whether optional parcel is purchased.

Does the investment pay off?

Since 2016, the city has spent roughly \$375,000 in direct payments and \$4,500,000 indirect tax incentive payments. Expected property value is 18 million after first three phases are complete. Once phases are complete the city will receive a net positive in 15 years with little public infrastructure updated. Assuming property values increase at a rate of 2% each year.

Year	Estimated Value	Rollback	Rate per 1,000	Annual revenue r	Amount Paid	Net Gain
0	\$ 18,000,000	0.54	0.028	\$ 272,160	\$ 4,875,000	\$ (4,602,840)
1	\$ 18,360,000	0.54	0.028	\$ 277,603	\$ 4,602,840	\$ (4,325,237)
2	\$ 18,727,200	0.54	0.028	\$ 283,155	\$ 4,325,237	\$ (4,042,082)
3	\$ 19,101,744	0.54	0.028	\$ 288,818	\$ 4,042,082	\$ (3,753,263)
4	\$ 19,483,779	0.54	0.028	\$ 294,595	\$ 3,753,263	\$ (3,458,668)
5	\$ 19,873,454	0.54	0.028	\$ 300,487	\$ 3,458,668	\$ (3,158,182)
6	\$ 20,270,924	0.54	0.028	\$ 306,496	\$ 3,158,182	\$ (2,851,685)
7	\$ 20,676,342	0.54	0.028	\$ 312,626	\$ 2,851,685	\$ (2,539,059)
8	\$ 21,089,869	0.54	0.028	\$ 318,879	\$ 2,539,059	\$ (2,220,180)
9	\$ 21,511,666	0.54	0.028	\$ 325,256	\$ 2,220,180	\$ (1,894,924)
10	\$ 21,941,900	0.54	0.028	\$ 331,762	\$ 1,894,924	\$ (1,563,162)
11	\$ 22,380,738	0.54	0.028	\$ 338,397	\$ 1,563,162	\$ (1,224,766)
12	\$ 22,828,352	0.54	0.028	\$ 345,165	\$ 1,224,766	\$ (879,601)
13	\$ 23,284,919	0.54	0.028	\$ 352,068	\$ 879,601	\$ (527,533)
14	\$ 23,750,618	0.54	0.028	\$ 359,109	\$ 527,533	\$ (168,424)
15	\$ 24,225,630	0.54	0.028	\$ 366,292	\$ 168,424	\$ 197,868
16	\$ 24,710,143	0.54	0.028	\$ 373,617	\$ -	\$ 373,617
17	\$ 25,204,346	0.54	0.028	\$ 381,090	\$ -	\$ 381,090
18	\$ 25,708,432	0.54	0.028	\$ 388,711	\$ -	\$ 388,711

What City Council sees each year?

When the tax abatement occurs assuming all phases are complete at an estimated \$18,000,000. The first 10 years council will see an annual TIF increase of \$70,000. TIF dollars will increase substantially years 11-17, but expenses will offset the increase. In year 18 city council will see an annual increase in TIF revenue of roughly \$385,000 which will be collected indefinitely or until state law changes. These funds should be tied to projects so staff can certify debt, but can be used on infrastructure, leisure/recreation, or other investments.

Year	Estimated Value	Rollback	Rate per 1,000	Annual revenue r	Developer Rebate	Net Gain
0	\$ 4,500,000	0.54	0.028	\$ 68,040	\$ -	\$ 68,040
1	4590000	0.54	0.028	\$ 69,401	\$ -	\$ 69,401
2	\$ 4,681,800	0.54	0.028	\$ 70,789	\$ -	\$ 70,789
3	\$ 4,775,436	0.54	0.028	\$ 72,205	\$ -	\$ 72,205
4	\$ 4,870,945	0.54	0.028	\$ 73,649	\$ -	\$ 73,649
5	\$ 4,968,364	0.54	0.028	\$ 75,122	\$ -	\$ 75,122
6	\$ 5,067,731	0.54	0.028	\$ 76,624	\$ -	\$ 76,624
7	\$ 5,169,086	0.54	0.028	\$ 78,157	\$ -	\$ 78,157
8	\$ 5,272,467	0.54	0.028	\$ 79,720	\$ -	\$ 79,720
9	\$ 5,377,917	0.54	0.028	\$ 81,314	\$ -	\$ 81,314
10	\$ 21,941,900	0.54	0.028	\$ 331,762	\$ 248,821	\$ 82,940
11	\$ 22,380,738	0.54	0.028	\$ 338,397	\$ 253,798	\$ 84,599
12	\$ 22,828,352	0.54	0.028	\$ 345,165	\$ 258,874	\$ 86,291
13	\$ 23,284,919	0.54	0.028	\$ 352,068	\$ 264,051	\$ 88,017
14	\$ 23,750,618	0.54	0.028	\$ 359,109	\$ 269,332	\$ 89,777
15	\$ 24,225,630	0.54	0.028	\$ 366,292	\$ 274,719	\$ 91,573
16	\$ 24,710,143	0.54	0.028	\$ 373,617	\$ 280,213	\$ 93,404
17	\$ 25,204,346	0.54	0.028	\$ 381,090	\$ 285,817	\$ 95,272
18	\$ 25,708,432	0.54	0.028	\$ 388,711	\$ -	\$ 388,711
19	\$ 26,222,601	0.54	0.028	\$ 396,486	\$ -	\$ 396,486
20	\$ 26,747,053	0.54	0.028	\$ 404,415	\$ -	\$ 404,415

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

RESOLUTION 2022-66

RESOLUTION APPROVING A DEVELOPER'S AGREEMENT WITH REBATE PAYMENTS AND APPROVING DISPOSAL OF REAL PROPERTY TO BBCO, LLC.

WHEREAS, BBCO, LLC (the "Developer") has agreed to construct improvements on the Property described on Property owned by the City, legally described as: 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 also adjacent properties that are being purchased by the Developer; and

WHEREAS, on May 16, 2022, the City Council did state its intent to dispose of the Development Property to the Developer should no other proposals be submitted for the Development Property; and

WHEREAS, the City Clerk did not receive any additional proposals to develop the Development Property; and

WHEREAS, the City has agreed to grant tax increment payments and abatement of real property taxes to the Developer as an incentive to construct the Project; and

WHEREAS, to that end, the City Attorney has drafted a Developer's Agreement which states that the Developer is eligible for 75% of available tax increment revenues created by the Project over a 10-year period after an initial period of abatement for ten (10) years; and

WHEREAS, it is now necessary to approve said Developer's Agreement and approve the disposal of the Development Property to the Developer in strict compliance with the terms of the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, Iowa, that this Council hereby finds:

1. That the use of tax increment rebate payments pursuant to Chapters 15A and 403 of the Code of Iowa will generate new opportunities for the state and local economies.

2. That the funds dispensed pursuant to this Agreement will generate appropriate public gains and benefits that are warranted in comparison to the funds dispensed.

3. That no other proposals were received to develop the Development Property and that disposal of the Development Property to the Developer is in the best interests of the City and in compliance with the goals of the West Branch Urban Renewal Plan to redevelop blighted properties within the City of West Branch.

BE IT FURTHER RESOLVED, that the aforementioned Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute this Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are directed to execute a warranty deed or series of warranty deeds to dispose of the Development Property to the Developer in compliance with the Development Agreement and to also, with the advice of the City Attorney, execute any and all additional documentation necessary to effectuate the terms of this transaction.

Passed and approved this 20th day of June, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Commencing at a point of reference at the Northwest corner of Section 8, Township 79 North, Range 4 West of the 5th Principal Meridian, West Branch, Cedar County, Iowa, thence South 1,638.0 feet along the West line of the Northwest Quarter of said Section 8 (the West line of the Northwest quarter of said Section 8 is assumed to bear true North and South) to the Southwest corner of Lot A of the Northwest Quarter of said Section 8, according to the plat of survey made for James Cook, said survey being filed in Surveyor's Record 3, Page 265, in the office of the Auditor of Cedar County, Iowa, thence South 89°37' East 60 feet, more or less, along the South line of said Lot A to a point of intersection with the easterly right-of-way line of the public highway and point of beginning of tract herein described; thence continuing South 89°37' East 176.0 feet along the Southerly line of said Lot A to a point; thence South 0°23' West 200.00 feet to a point; thence North 89°37' West 140.84 feet to a point of intersection with the easterly right-of-way line of the public highway; thence North 11°59' West 18.54 feet along the Easterly right-of-way line of said highway to a point; thence North 9°21' West 184.55 feet along the easterly right-of-way line of said public highway (whose right-of-way is described in Iowa State Land Office Correction Patent No. 603, recorded in Volume 5, Page 158, Records of the Iowa Secretary of State, Des Moines, Iowa) to the point of beginning, and except the North 60.84 feet of tract above described; and subject to a perpetual easement for foot and motor vehicle travel, in common with others, over and across the westerly 30 feet of tract above described.

AND

Commencing as a point of reference at the Northwest corner of Section 8, Township 79 North, Range 4 West of the 5th Principal Meridian, West Branch, Cedar County, Iowa; thence South 1638.0 feet along the West line of the Northwest Quarter of said Section 8 (the West line of the Northwest Quarter of said Section 8 is assumed to bear true North and South) to the Southwest corner of Lot A of the Northwest Quarter of said Section 8 according to plat of survey made for James Cook, said survey being filed in Surveyor's Record 3, page 265 in the office of the Auditor of Cedar County, Iowa; thence South 89°37' East 60 feet, more or less, along the South line of said Lot A to a point of intersection with the Easterly right-of-way line of the public highway; thence South 9°21' East 184.55 feet along the Easterly right-of-way line of said public highway to a point; thence South 11°59' East 18.54 feet to point of beginning of tract herein described; thence South 89°37' East 140.84 feet to a point; thence South 0°23' West 174.42 feet to a point of intersection with the Northerly right-of-way line of Interstate Highway #80; thence North 68°03' West 120.79 feet along the Northeasterly right-of-way line of said highway to a point; thence North 11°59' West 133.11 feet along the Northeasterly right-of-way line of said highway to the point of beginning. (Right-of-way of the subject highway is described in Iowa State Land Office Correction Patent No. 603, recorded in Volume 5, page 158, records of the Iowa Secretary of State, Des Moines, Iowa).

Also a perpetual easement for foot and motor vehicle travel, in common with others, over and across the Westerly 30 feet of the following described property: Commencing as a point of reference at the Northwest corner of Section 8, township and range aforesaid; thence South 1638.0

feet along the West line of the Northwest Quarter of said Section 8 (the West line of the Northwest Quarter of said Section 8 is assumed to bear true North and South) to the Southwest corner of Lot A of the Northwest Quarter of said Section 8 according to the plat of survey made for James Cook, said survey being filed in Surveyor's Record Book 3, page 265, in the office of the Auditor of Cedar County, Iowa; thence South $89^{\circ}37'$ East 60 feet, more or less, along the South line of said Lot A to a point of intersection with the Easterly right-of-way line of the public highway; thence South $9^{\circ}21'$ East 40.54 feet along the Easterly right-of-way line of said highway to point of beginning of tract herein described; thence continuing South $9^{\circ}21'$ East 144.01 feet along the Easterly right-of-way line of said highway to a point; thence South $11^{\circ}59'$ East 18.54 feet along the Easterly right-of-way line of said highway to a point; thence South $89^{\circ}37'$ East 140.84 feet to a point; thence North $0^{\circ}23'$ East 160.00 feet to a point; thence North $89^{\circ}37'$ West 169.41 feet to point of beginning.

AGREEMENT FOR PRIVATE REDEVELOPMENT

THIS AGREEMENT FOR PRIVATE REDEVELOPMENT (the “Agreement”) entered into this ____ day of _____, 2022, by and between the CITY OF WEST BRANCH, Iowa, an Iowa municipal corporation (hereinafter the “City”), whose address is 110 N. Poplar Street, West Branch, Iowa 52358; and BBCO, LLC, an Iowa corporation, whose address is 32 Hummingbird Lane, Iowa City, Iowa 52240 (hereinafter the “Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objective of the Urban Renewal Act, the City has undertaken a program to promote the remediation of slum and blighted conditions and economic development in the West Branch Urban Renewal Area; and

WHEREAS, the City is the owner of the property legally described in that certain Retracement Plat of Survey recorded in Book K, page 110, Plat Records of Cedar County, Iowa (the “Development Property”); and

WHEREAS, the Developer is willing to redevelop the Phase I Property and the Developer Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement; and

WHEREAS, the City believes that the redevelopment of the Development Property and by the Developer pursuant to this Agreement is in the vital and best interests of the City and in accord with the public purposes and provisions of the Urban Renewal Act.

IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS SET FORTH IN THIS BELOW, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

ARTICLE I. DEFINITIONS.

In addition to the other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Additional Properties mean those properties that the Developer will acquire outlined in Article IV of this Agreement.

Agreement means this Agreement and all appendices hereto, as the same may be from time to time, modified, amended or supplemented.

Developer means BBCO, LLC, an Iowa limited liability company.

City means the City of West Branch, Iowa.

City Council means the City Council of the City of West Branch, Iowa.

Closing means the closing of the purchase of the Development Property.

Closing Date means the time and date set forth in Article V (or such date and time agreed among the parties).

Code of Ordinances means the Code of Ordinances of the City of West Branch, Iowa (2021), as amended.

Development Project means the construction of the Minimum Improvements on the Development Property and the Developer Property.

Development Property means the property owned by the City.

Environmental Assessment means the environmental assessments supplied to the Developer by the City and any additional environmental assessments performed by Developer prior to the Closing Date.

Environmental Laws means any federal, state or local laws, ordinances, codes, regulations, policies and orders that are intended to protect the environment, or that classify, regulate, call for the remediation of, require reporting with respect to, or list or define, air, water, groundwater, or solid waste, hazardous or toxic substances, materials, wastes, pollutants or contaminants, or which are intended to provide for the safety of employees, workers and other persons, including the public. Environmental laws include, but are not limited to, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Sections 9601, et seq), as amended; the Resources Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq), as amended, and the Clean Water Act (33 U.S.C. Sections 1251 et seq).

Force Majeure means war, terrorism, epidemic, fire, casualty, explosion, flood, earthquake, tornado or other act of God.

Hazardous Materials means any toxic or hazardous substance, material or waste, or any pollutant or contaminant, or infectious or radioactive substance or material defined in or regulated under any of the Environmental Laws.

Merchantable title means that the Phase I Property to be conveyed to Developer shall be in compliance with the title standards of the Iowa State Bar Association and applicable Iowa law.

Minimum Improvements means a mixed-use development with approximately 110 residential units and _____ square feet of commercial space on the ground floor of the building constructed along W. Main Street, all in strict compliance with the PUD Site Plan approved by the City Council.

Unavoidable Delays means delays outside of the control of the party claiming its occurrence, which are the direct results of war, terrorism, epidemic, explosion, fire, strikes or other labor troubles, flood, earthquake, tornado or other acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties, or acts of any Federal, State or local governmental unit (other than the City) which directly results in delays.

Urban Renewal Act means Chapter 403 of the Code of Iowa, as amended.

Urban Renewal Area means the West Branch Urban Renewal Area for which tax increments are collected in order to further the goals and objectives of the Urban Renewal Plan.

Urban Renewal Plan means the West Branch Urban Renewal Plan, as amended.

ARTICLE II – PURCHASE PRICE; ADJUSTMENTS AND PRORATIONS

Section 2.1 Purchase Price. The total purchase price (the “Purchase Price”) for the purchase of the Development Property shall be one dollar (\$1.00), subject to the Developer obligations outlined below.

Section 2.2 Adjustments and Prorations. The following matters and items shall be apportioned between the parties at Closing, or where applicable, credited to a particular party:

- (a) Taxes. All ad valorem taxes due and payable for the Phase I Property from the date hereof through the date of closing, shall be paid by City at the Closing. Any ad valorem taxes that have accrued through the date of Closing, but are not yet due and payable, shall be credited to the Developer.
- (b) Transfer Tax. City shall pay any transfer tax, if any, payable with respect to Closing.
- (c) Recording fees. The Developer shall pay all expenses for recording the Deed and the Memorandum of Agreement for Private Redevelopment.
- (d) Abstracting. The City shall pay all costs associated with continuing the abstract(s) of title to show merchantable title to the Development Property.

ARTICLE III. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE DEVELOPER.

Section 3.1 Conditions Precedent to Obligations of Developer. Without limiting any other agreements or undertakings by the City or any conditions to the Developer under this Agreement, the obligations of the Developer under this Agreement are expressly conditioned upon the fulfillment by and as of the time of Closing of each of the following conditions listed below:

- 1) The City Council shall have held all necessary public hearings and passed appropriate resolutions to convey the Development Property to the Developer in strict compliance with Urban Renewal Act.
- 2) City shall submit to the Developer, at least 5 days prior the Closing Date, an abstract(s) continued through the date of this Agreement. Said abstract(s) shall show merchantable title to the Development Property in the City. All costs associated with additional actions necessary to deliver marketable title to the Developer shall be borne by the City.
- 3) The Developer shall submit proof that it has obtained adequate financing (including appraisals necessary) to purchase the Developer Property and construct the Minimum Improvements required herein.
- 4) All subdivision and rezoning requirements necessary for the Developer's construction of the Minimum Improvements have been approved by the City.
- 5) Within ten (10) days of the closing on the Herring Property by the Developer, the City shall submit the sum of \$150,000 to the Developer.

ARTICLE IV. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE CITY.

Section 4.1 Conditions Precedent to Obligations of the City. Without limiting any other agreements or undertakings by the Developer or any conditions to the City under this Agreement, the obligations of the City under this Agreement are expressly conditioned upon the fulfillment by and as of the time of Closing of each of the following conditions listed below:

(a) Subdivision/Condominium. The Developer shall cause the subdivision of the Development Property into subdivided lots or into a condominium regime pursuant to Chapter 499B of the Code of Iowa. City shall cooperate with Developer to execute any and all documentation necessary to cause the recording of the subdivision.

(b) PUD Site Plan. The City Council with consultation from the Planning and Zoning Commission shall have approved the PUD Site Plan for the Development Property and the Additional Properties.

(c) Acquisition of the Additional Properties. The Developer shall have acquired the following properties to be used in the redevelopment of the Development Property, however, the Optional Parcel is not included in this Condition Precedent, meaning the Project can proceed without the Optional Parcel:

- (i) Cedar County Parcel Nos. 13-05-361-017
13-05-361-006
13-05-361-015

(collectively the “Herring Property”);

- (ii) Cedar County Parcel No. 13-05-361-010

(the “D Three Property”);

AND

- (iii) Cedar County Parcel No. 13-05-361-011

(the “Bennett Property”)

(iv) OPTIONAL PARCEL:

Cedar County Parcel No. 13-05-361-013
13-05-361-014

(collectively the “Optional Parcel”)

ARTICLE V. CLOSING DATE

Section 5.1 Closing Date and Place.

The Closing for the Development Property shall take place at no later than 10:00 a.m. at City Hall, City of West Branch, on or before, or September 1, 2022, or upon approval of the PUD Site Plan for the Development Property and Additional Properties, whichever occurs sooner.

The Closing shall occur after all of the requirements of Articles III and IV have been satisfied by Developer and City.

ARTICLE VI. ITEMS TO BE DELIVERED AT THE CLOSING.

Section 6.1 Delivery by the City. At or prior to the Closing, City shall execute, acknowledge and verify where appropriate and deliver to Developer original counterparts of each of the instruments and documents listed below with signatures of the Mayor and City Clerk of the City:

- (a) All Resolutions of the City Council necessary to convey the Development Property to the Developer in strict compliance with the Urban Renewal Act.
- (b) Original counterparts of each of the instruments and documents required to be executed under this Agreement.
- (c) Fully executed Warranty Deed conveying Development Property to the Developer, subject to the right of reversion to the City in the event that the Developer does not meet the terms of this Development Agreement.

Section 6.2 Delivery by the Developer. At or prior to the Closing, the Developer shall execute, acknowledge and verify where appropriate and deliver to City the following:

- (a) Original counterparts of each of the instruments and documents required to be executed under this Agreement.
- (b) Payment of the Purchase Price to the City.
- (c) The Developer is not in default of this Agreement.

ARTICLE VII. CONSTRUCTION OF MINIMUM IMPROVEMENTS

After the Closing and conveyance of the Development Property to Developer, Developer shall:

Section 7.1 Construction of the Minimum Improvements. The Developer shall cause the Construction Plans for the Development Project to be submitted to West Branch City Hall for review. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed in the Construction Plans.

Section 7.2 Completion of Construction. Subject to Force Majeure and Unavoidable Delays, the Developer shall complete the construction of the Minimum Improvements, in Phases, according to the following schedule:

The phasing plan for this Project is depicted on Exhibit "A" attached hereto.
The schedule for completion is as follows:

- | | |
|------------|---|
| A. Phase 1 | Substantially completed by December 31, 2024 |
| B. Phase 2 | Substantially completed by December 31, 2025 |
| C. Phase 3 | Substantially completed by December 31, 2026 |
| D. Phase 4 | To Be Determined based upon whether the Optional Parcel is included in this Phase |

or by such other date and the parties mutually agree to in writing, subject to Force Majeure and Unavoidable Delays.

Section 7.3 Certificate of Completion. After the Developer has issued an Occupancy Permit for the Minimum Improvements for the Development Project, the City shall record, at its sole expense, a release of the City's reversionary interest in the Development Property for each Phase of the Development Project.

ARTICLE VIII. ABATEMENT/TAX INCREMENT FINANCING ASSISTANCE.

Section 8.1 Abatement/Tax Increment Financing Assistance. The Developer has requested tax increment financing assistance to assist in defraying the costs of construction of the Minimum Improvements and acquisition of the Phase I Property and Developer Property. Pursuant to Chapters 15A and 403 of the Code of Iowa, the City has agreed to pay the Developer, tax increment financing subject to the following:

(a) Developer's Covenants.

1. The Developer agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement, which means the payment is made to the Cedar County Treasurer on or before the due date for said installment tax payment.
2. The Developer agrees to operate the Development Project in accordance with the terms of the Urban Renewal Plan.

(b) City's Obligations.

1. During the first ten (10) years of the Agreement, the City shall submit the Development Property to an Urban Revitalization Area Plan which shall call for the abatement of the seventy-five percent (75%) of the property valuation during the first ten (10) years of the Agreement in an amount allowed by applicable law. During each year of the abatement period, the City shall calculate the savings to the Developer based upon the real estate taxes saved by subtracting the annual real estate taxes that would have been paid pursuant to a 100% assessment on the Development Project and the actual amount paid by the Developer during the abatement period (the "Abatement Taxes Saved").

2. During the second (10) years of the Agreement, the City agrees to make economic development tax increment payments (the “Payments”) to the Developer in each fiscal year during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided that the Developer is in compliance with the covenants set forth in this Agreement, the City shall make Semi-annual Payments in the amount of seventy-five percent (75%) of the total incremental tax revenues received by the City from this Project will be made on June 1 and December 1 following the first submission of the Developer’s evidence that property taxes have first been paid with respect to the Development Property, and continuing until the total aggregate amount of the Abatement Taxes Saved and the Payments equals \$4,500,000.00 (the “Total Aggregate Assistance”). In the event that the Optional Parcel is included in Phase 4 of the Development and any part of the building on the Optional Parcel is demolished, the City will grant an additional \$500,000 in Total Aggregate Assistance to the Developer (bringing the total to \$5,000,000.00)

3. The Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Cedar County Treasurer which are attributable to the Development Property (the “Tax Increment Revenues”).

4. Each of the Payments shall be subject to the annual appropriation by the City Council. Prior to December 1 of each year during the term of this Agreement, the City Council of the City shall consider the question of obligating the appropriation to the funding of the Payments in each Fiscal Year, in the amount of 75% of the Tax Increment Revenues received by the City for the Development Property.

5. The Payments contemplated to be made under this Agreement shall not constitute a mandatory charge or a requirement in any fiscal year beyond the then current fiscal year for which the City Council has approved an appropriation, and the City shall have no continuing obligation to appropriate funds for future Payments, whether from Tax Increment Revenues or any other source, and no provision of this Agreement shall be construed or interpreted as

creating a general obligation of the City for any future fiscal year or a debt within the meaning of any Constitutional or statutory debt limitation.

6. The City's obligation to make Payments under this Agreement shall be subject to non-appropriation by the City Council. In the event that the City Council does not budget for and appropriate funds for any fiscal year in an amount sufficient to make the Payments due under this Agreement (a "non-appropriation"), the City shall not be liable to the Developer for any remaining Payments under this Agreement or for any costs, damages (including consequential damages) or expenses incurred by the Developer as a result of the exercise of the City's right to non-appropriation.

(c) Brownfields/Workforce Housing Tax Credits.

The Developer intends, and the City will issue the appropriate resolutions to support, the Developer's application for Brownfields Tax Credits through the Iowa Economic Development Authority. In the event that the Developer receives said Brownfields and/or Workforce Housing Tax Credits, the Total Aggregate Assistance that the Developer is contemplated to receive from the City will be reduced by 50% of the amount that the Developer receives by selling said Brownfields and/or Workforce Housing Tax Credits. After selling said tax credits, the Developer shall submit evidence of the amount of monies received from said sale in a form acceptable to the City and that amount, will be reduced from the Total Aggregate Assistance remaining to be paid to the Developer.

At the end of each calendar year during the term of this Agreement, the City shall send a letter to the Developer stating the amount of Total Aggregate Assistance that has been credited/paid to the Developer and the total amount of Total Aggregate Assistance remaining to be credited/paid to the Developer.

ARTICLE IX. DEVELOPER’S REPRESENTATIONS, WARRANTIES AND AGREEMENTS

In addition to the representations, warranties and agreements set forth elsewhere in this Agreement, Developer represents and warrants that each of the following facts and conditions shall exist as of the Closing Date:

Section 9.1 Organization.

Developer is an Iowa limited liability company validly existing under the laws of the State of Iowa and has the power and authority to own its own properties and to transact business in which it is engaged and has taken all necessary action to authorize the execution, delivery and performance of this Agreement and this Agreement constitutes a valid and binding obligation of Developer.

Section 9.2 Authority.

Developer has the right, power, legal capacity and authority to enter into and perform its obligations under the Agreement and no approvals or consents of any persons other than Developer are required in connection with this Agreement.

Section 9.3 “AS-IS”

The Developer is taking possession of the Development Property in a “AS-IS,” condition, subject to the City’s Environmental Warranties in Section 10.3.

Section 9.4 Representations and Warranties of Developer.

All of the representations and warranties of Developer are true and correct in all material respects and do not contain untrue statements of a material fact or omit any material fact necessary to insure such documents, items and information are not misleading, and shall survive the Closing hereof for a period of one (1) year after the final release of the city’s reversionary interest in the Development Property.

ARTICLE X. CITY'S REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties set forth elsewhere in the Agreement, City represents and warrants that the following facts and conditions exist on the date of the execution by City and shall exist as of the Closing Date.

Section 10.1 Organization

City is a municipal corporation validly existing under the laws of the State of Iowa and has the power and authority to own its properties and to transact business in which it is engaged and has taken all necessary action to authorize the execution, delivery and performance of this Agreement and this Agreement constitutes a valid and binding obligation of City.

Section 10.2 Authority.

City has the right, power and legal capacity and authority to enter into and perform its obligations under this Agreement and no approvals or consents of any persons other than City is required in connection with this Agreement.

Section 10.3 Environmental Warranties of City.

In addition to the representations, warranties and agreements set forth in this Article XI, City represents and warrants that the following facts and conditions shall exist as of the Closing Date:

- (a) City shall not have received any written notice from any governmental authority of any noncompliance with any Environmental Laws as it pertains to the Development Property.
- (b) City has not received any notice or notices of any pending or threatened administrative actions or suits relating to a violation or alleged violation of any Environmental Laws as it pertains to the Development Property.
- (c) City has not disposed of any Hazardous Materials on the Development Property which could result in any liability for Developer as a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act or any Iowa counterpart or analog statute.

(d) City has no actual knowledge of any Hazardous Materials on the Development Property, except to the extent permitted by applicable Environmental Laws.

Section 10.4. Representations and Warranties of City.

All of the representations and warranties of Developer are true and correct in all material respects and do not contain untrue statements of a material fact or omit any material fact necessary to insure such documents, items and information are not misleading, and shall survive the Closing hereof for a period of one (1) year after Closing.

ARTICLE XI. INDEMNITIES

Section 11.1 Continuation of Representations and Warranties.

The representations, warranties, indemnities and covenants of the Developer and City in this Agreement shall survive the Closing for a period of two (2) years after the Closing.

Section 11.2 Continuation of Other Obligations.

The provisions of this Agreement which impose obligations on the Developer and City shall continue after Closing, until either all of the obligations hereunder are met in full, or the final disposition of any action to enforce the obligations, whichever occurs first.

Section 11.3 Indemnities by City.

City shall indemnify, defend and hold the Developer harmless from any liabilities, costs, damages, claims, suits, judgments or expenses (including reasonable attorneys' fees and costs) arising out of any breach of any representation or warranty of City, or any other obligation of the City imposed by this Agreement before or after the Closing. Immediately upon receipt of notice of a claim or service of a lawsuit making claim against the Developer, Developer shall tender claim to City. City shall accept or reject any such tender within five (5) business days. In the event that the tender is not accepted, City agrees to pay Developer, upon demand, for any loss, expense, court costs, attorneys' fees and costs and damages Developer may sustain by reason of City's breach of indemnities.

Section 11.4 Indemnities by Developer.

Developer shall indemnify, defend, and hold the City harmless from any liabilities, costs, damages, claims, suits, judgments or expenses (including reasonable attorneys' fees and costs) (i) arising out of or connected to use of occupancy of the Development Property prior to Closing, or (ii) arising out of a breach of any representation or warranty of Developer, or any obligation of Developer imposed upon by this Agreement before or after the Closing. Immediately upon receipt of notice of a claim or service of a lawsuit making a claim against City, City shall tender the claim to Developer. Developer shall accept or reject that tender within five (5) business days. In the event that said tender is not accepted, Developer agrees to pay City, upon demand, for any loss, expense, court costs, attorneys' fees costs and damages City may sustain by reason of Developer's breach of this indemnity.

ARTICLE XII. REMEDIES ON DEFAULT.

Section 12.1 Breach by City.

In the event City shall fail to fully or timely perform any of its obligations hereunder, or any misrepresentation or warranty of City shall be false or misleading, Developer shall give written notice to City for such failure. If City fails to cure such failure within ten (10) days from such notice, the Developer may seek (i) specific performance of this Agreement; or (ii) seek recovery of actual damages for breach of this Agreement.

Section 12.2 Breach by Developer.

In the event that the Developer breaches any of Developer's obligations under this Agreement, then City shall give written notice of such breach to Developer. If Developer does not cure said breach within ten (10) days, then the City may declare the Developer in default of this Agreement by notice to Developer, and may seek any and all remedies available to it, including, but not limited to, the reversioning of title to the Development Property, plus the acquisition of the Developer Property at no cost.

Section 12.3 Venue.

The parties hereby agree that the venue for any litigation in this matter shall be the Iowa District Court for Cedar County, Iowa, or the Federal District Court in Scott County, Iowa.

ARTICLE XIII. NOTICES

Section 13.1 Whenever any party hereto shall desire to give or serve upon the other party any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal service, overnight delivery by a recognized express company with acknowledgement of receipt by addressee or by first class United States Mail, postage prepaid, return receipt requested, addressed and transmitted as follows:

TO DEVELOPER:

BBCO, LLC
c/o 32 Hummingbird Lane.
Iowa City, Iowa 52240

TO CITY:

City of West Branch, Iowa
110 N. Poplar Street
West Branch, Iowa 52358

ATTN: City Administrator

Any notice hand delivered in the foregoing manner shall be effective upon actual receipt. Any notice sent by overnight courier in the foregoing manner shall be effective the first business day following receipt deposit with the overnight courier. Any notice mailed in the foregoing manner shall be effective the first business day following deposit in the United States Mail.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

Section 14.1 Captions.

The Section and Article titles or captions in this Agreement, the Table of Contents and the Schedule of Exhibits are for convenience only and shall not be deemed part of this Agreement.

Section 14.2 Entire Agreement.

This Agreement, including all Exhibits, contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior understandings, if any, with respect to the subject matter of this Agreement. The parties do not intend to confer any benefit on any person, firm or corporation other than the parties to this Agreement.

Section 14.3 Amendments.

This Agreement may not be altered or amended, and no right under this Agreement may be waived, except by written instrument executed by the parties to this Agreement, except as otherwise provided in this Agreement.

Section 14.4 Pronouns.

All pronouns and any variations of pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require.

Section 14.5 Fees and expenses.

City shall pay all costs for abstracting, title searches and surveys, if any. Subject to the preceding sentence, each party shall pay its own expenses in connection with the transactions contemplated in this Agreement.

Section 14.6 Counterparts.

This Agreement may be executed in counterparts, each of which (or any combination which, when signed by all of the parties) shall be deemed an original, but all of which when taken together shall constitute one Agreement.

Section 14.7 Exhibits/Exhibits Subsequently Added.

All Exhibits referred to in and attached to this Agreement upon execution are incorporated in and form a part of this Agreement as if fully set forth herein. As to any Exhibits not attached to or made a part of this Agreement at the time of execution, the parties agree to proceed with reasonable promptness to complete and review such Exhibits, and upon approval of the form and substance of such Exhibits by Seller and Developer, which shall be evidenced in writing or by initialing the approved forms of Exhibits of each party, the approved Exhibits shall become a part of this Agreement and shall have the same effect as if they had been attached at the time this Agreement is executed.

Section 14.8 Governing Law.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Iowa.

Section 14.9 Time is of the Essence.

Time is of the essence in this Agreement.

Section 14.10 Survival at Closing.

All agreements, covenants, warranties, representations and indemnities in this Agreement shall survive the Closing, and it shall not be a condition precedent to any indemnity set forth herein that the indemnified party shall have made any payment on account of any claim, loss, damage, obligation, liability, deficiency, penalty, costs or expense indemnified against herein.

Section 14.11 Additional Acts.

Except as otherwise provided herein, in addition to the acts and things recited herein and contemplated to be performed, executed and/or delivered by Developer exhto City, Developer and City hereby agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered at the Closing, any and all such further acts as Developer and City may reasonably require to consummate the transactions contemplated herein.

Section 14.12 Attorneys' Fees.

Should either party employ an attorney or attorneys to enforce any of this provisions herein or of any instrument or document given or delivered at the Closing, or to protect its interest in any matter arising under this Agreement or any instrument or document given or

delivered at the Closing, or to recover damages for breach of this Agreement or any instrument or document given or delivered at Closing to seek specific performance of this Agreement, the non-prevailing party in any action pursued in court or any tribunal agrees to pay the prevailing party all reasonable costs, damages and expenses, including attorney's fees and court costs expended or incurred in connection herewith.

Section 14.13 Conflict of Interest.

The Developer agrees that, to the best of its knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City; and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project, at any time during or after such person's tenure.

Section 14.14 Non-discrimination.

In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any individuals on the basis or race, creed, color, sex, national origin, disability, sexual orientation or gender identity.

Section 14.15. Waiver

Either party hereto may specifically waive any breach of this Agreement by the other party, but no such waiver shall constitute a waiver or similar or other breaches. A waiving party may at any time, upon notice given to the breaching party, direct future compliance with the waived terms or terms of this Agreement, in which event the breaching party shall comply as directed from such time forward.

SIGNATURE PAGE OF DEVELOPER:

BBCO, LLC

By: _____
Robert B. Thomas, Manager

By: _____
Barry Frantz, Manager

SIGNATURE PAGE OF
CITY OF WEST BRANCH, IOWA

By: _____
Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 20, 2022

AGENDA ITEM: Resolution 2022-67 - Authorizing the Transfer of Funds
--

PREPARED BY: Heidi Van Auken

DATE: June 15, 2022

SUMMARY:

Transfer of Funds can be performed to transfer funds from one fund, account, or program to a different fund, account, or program. There must be an available fund balance or budget in the fund, account, or program being transferred from. The ending balance in both the 'from' fund, account, or program; and the 'to' fund, account, or program must be positive.

The budgeted transfers include moving funds from the General Fund to the Fire, Police, and Parks & Recreation Apparatus Reserve accounts to pay for future vehicles and equipment as approved by Resolution 1919.

RESOLUTION 2022-67

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the Finance Officer is hereby authorized to transfer funds as follows:

T/O	General	001	\$ 226,884.96	
T/I	Fire Apparatus Reserve	114	\$ 169,468.96	Future Vehicles
T/I	Fire Apparatus Reserve	114	\$ 3,895.00	Future Vehicles
T/I	Police Apparatus Reserve	115	\$ 47,021.00	Future Vehicles
T/I	Parks & Rec Apparatus	127	\$ 6,500.00	Future Vehicles & Equipment

* * * * *

PASSED AND APPROVED this 20th day of June, 2022

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 20, 2022

AGENDA ITEM: Resolution 2022-68 - Accepting the resignation from Officer Derek Holmes. / Move to action.
PREPARED BY: City Administrator, Adam Kofoed
DATE: June 14, 2022

BACKGROUND:

Officer Holmes last day of employment is June 17, 2022. Staff and council would like to thank Derek Holmes for his service to West Branch.

Hiring Next Officer

As of Wednesday, City Administrator is drafting a marketing paragraph. Wages will remain undisclosed and will depend on experience. If candidate requests exceed our current policies, a waiver must be approved by the full council. Due to the officer market, staff would like one council member to sit on the hiring committee.

Timetable:

If things go as planned:

June 17-June 30 job posting

July 5th review of applicants and background checks

July 11-18 additional background checks interviews

July 18-25th interviews

July 25: Offer contingent upon background checks and psychological tests.

Aug. 25: Start date

RESOLUTION 2022-68

A RESOLUTION ACCEPTING THE RESIGNATION OF OFFICER DEREK HOLMES.

WHEREAS, the West Branch Police Officer Derek Holmes submitted his resignation;
and

WHEREAS, the Officer Holmes gave an appropriate two week notice and is entitled to
unused vacation pay; and

WHEREAS, the West Branch City Council and its staff wish Officer Holmes the best in
his future endeavors wants to formally thank Officer Holmes for his service.

NOW, THEREFORE, be it resolved by the City Council of the City of West Branch,
Iowa that Officer Derek Holmes employment will expire on June 17, 2022.

PASSED AND APPROVED this 20th day of June, 2022.

ATTEST:

Roger Laughlin, Mayor

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 20, 2022

AGENDA ITEM: Council direction regarding right of way turn lane on West Main Street.

PREPARED BY: City Administrator, Adam Kofoed

DATE: June 14, 2022

BACKGROUND:

Chad Keune has requested to discuss with council regarding if a right of way turn lane will be required. And if so, where it should be placed.

Staff will be meeting with Keune on Monday the 10th at 1:00pm and recap the discuss.

Bottom line, Keune and staff are seeking direction on right of way easements that could affect what buildings are placed on Meadows Part 4a which is the corner of Cedar Johnson/West Main St.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 20, 2022

AGENDA ITEM: Waiving permit fees for Non-profit organizations
--

PREPARED BY: City Administrator, Adam Kofoed

DATE: June 14, 2022

BACKGROUND:

Greg Humrichouse will be addressing the council in public forum to discuss waiving a building fee for a temporary ADA ramp entrance to a home. The Tipton Lions Club will be constructing it this summer.

Staff does not have authorization to waive such fees.

RECOMMENDATION

It is an action item of the comprehensive plan to promote accessible housing but at the same time promoting fiscal soundness is too. For temporary ADA ramps, CA recommends waiving the fees but still requiring a building permit. For other nonprofit building projects, maintain current building permit process.

CONS WITH WAIVING FEES

It dips into our building permit surplus which will eventually start paying for projects associated new costs such as turn lanes, park additions, etc. If council entirely waves fees for all nonprofit projects, the city will not be capturing the costs of new growth such as water connections, turn lanes, sewer lift stations, etc.

CONS WITH “TEMPORARY”

Council should know defining temporary is difficult for staff and attorneys to determine. Some of these ramps could last years and years leading to dilapidated ramps and potential drainage issues depending on scope of ramp. This should not a reason to not waive, just council should be aware administration of “temporary” will come with challenges.

PROS WITH WAIVING

It’s the moral thing to do. Accessibly is a targeted strategy for aging in place neighborhood development encouraged in the city’s comprehensive plan.