



**CITY COUNCIL MEETING  
MONDAY, AUGUST 1, 2022  
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.*

**REGULAR MEETING – 7:00 P.M.**

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 July 18, 2022 City Council meeting.
  - b. Approve West Branch Fire Department appointments.
  - c. Claims for 8/1/2022
7. Presentations/Communications/Open Forum
  - a. Animal Control Commission Chairperson Dr. Alan Beyer – Dog Park expansion planning
8. Public Hearing/Non-Consent Agenda
  - a. **Third Reading Ordinance 796** – Amending Chapter 55 – Animal Protection and Control. / Move to action.
  - b. **Resolution 2022-73** – Approving Pay Estimate Number 1 in the amount of \$756,667.50 to Boomerang Corp. for the Wastewater Treatment Facility Improvements Project. / Move to action.
  - c. **Resolution 2022-74** – Allowing event signage in the public right of way for Hoover’s Hometown Days August 5<sup>th</sup>-7<sup>th</sup>, 2022. / Move to action.
  - d. **Resolution 2022-75** – Approving a proposal with Terracon Consultants Inc. for construction observation and material testing services. / Move to action.
9. Discussion – Kaeser property
10. Discussion – West Branch property tax rates
11. Discussion – West Branch water rates
12. Discussion- West Branch work anniversaries
13. Discussion – Volunteers for Hoover’s Hometown Days
14. City Administrator Report
15. City Attorney Report
16. City Engineer Report
17. City Staff Reports
18. Comments from Mayor and Council Members
19. 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  
Work Session**

**July 18, 2022  
5:45 p.m.**

Mayor Roger Laughlin called the West Branch City Council work session to order at 5:45 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, Public Works Director Matt Goodale, Parks & Recreation Director Melissa Russell and City Engineer Dave Schechinger. City Staff attending via Zoom: Police Chief John Hanna.

#### Capital Improvements Planning

Maggie Burger, Speer Financial discussed the city's planned and proposed projects and advised them on the city's current and future debt capacity. Planned projects for FY23 identified were: Herbert Hoover Roundabout, East Side Water Main Improvements and Wapsi Creek Widening. Future projects (within the next three to five years) were listed as; Cedar- Johnson Road improvements, Main Street repairs and additional water system improvements. Burger stated her concerns that projects costs could come in higher than expected and that the city's debt capacity would be affected if the East Side Water Main improvements get funded all by GO Bonds.

Burger suggested the following options for the Council to consider: 1) Sell bonds in late November 2022, close and receive proceeds in January 2023. 2) Create an interfund loan on the East Side Water Main project for engineering/planning to certify by December 1, 2022, 3) Consider East Side Water Main in two phases (Phase 1 – paid for with GO Bonds, debt service levy or water revenues, or TIF) and Phase 2 – use SRF loan to pay for this phase.

Laughlin agreed with Burger's proposal and the Council didn't object. Miller asked Kofoed to provide the Council with some options for raising water rates and what that would look like. They also discussed using TIF for all of Cedar-Johnson Rd but that would require the city to own the entire road and that Johnson County would need to be approached on how to make that happen.

**West Branch, Iowa  
Council Chambers**

**City Council  
Regular Meeting**

**July 18, 2022  
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council regular meeting to order at 7:00 p.m. Roll call: Council members present: Colton Miller, Jerry Sexton, Jodee Stoolman, Nick Goodweiler and Tom Dean. City Staff present: City Administrator Adam Kofoed, Public Works Director Matt Goodale, Parks & Recreation Director Melissa Russell and City Engineer Dave Schechinger. City Staff attending via Zoom: Police Chief John Hanna.

#### **APPROVE THE AGENDA**

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

#### **APPROVE CONSENT AGENDA**

Approve minutes from the July 5, 2022 City Council meeting.

Approve a Class C Liquor license with Sunday sales for Mexico Lindo Inc., dba Mexico Lindo Grill & Cantina effective August 5, 2022.

Accept the resignation from Tom Burger from the Parks & Recreation Commission.

Claims for 7/18/2022

#### EXPENDITURES

7/18/2022

AE OUTDOOR POWER  
AMAZON

MOWER PARTS  
VARIOUS ITEMS - LIBRARY

86.97  
701.92

AMAZON.COM.CA., INC.	CHROMEBOOK & ORGANIZER	439.14
BAKER & TAYLOR INC.	BOOKS	253.99
BEAN & BEAN	GRAVE OPENINGS	3,250.00
CAPITAL ONE	VARIOUS ITEMS - LIBRARY	301.03
CARRIE A HOURIGAN	CLEANING SERVICES - LIBRARY	333.50
CEDAR COUNTY AUDITOR	SOLID WASTE ASSESSMENT	15,555.32
CEDAR COUNTY COOPERATIVE	LAWN MIX TREE STUMP REMOVALS	190.00
CEDAR CO EMERGENCY MGMT	2022-2023 EMA ASSESSEMENT	11,290.50
CEDAR COUNTY ENGINEER	HAULING ROCK	3,399.89
CEDAR COUNTY RECORDER	RECORDING FEES	84.00
CROELL, INC.	CEMETERY SHED	1,180.35
CURTIS L CASPER	LAWN MOWING - NUISANCE	30.00
DIRK WIENEKE	WEED CONTROL & FERTILIZER	1,770.00
FRED'S FEED & SUPPLY	ANCHORS - LIBRARY	111.85
GRIEBAHN INDUSTRIES	GRIEBAHN INDUSTRIES INC	65.00
ICAD GROUP	FY23 DUES	2,500.00
IMPACT7G INC	WIDENING WAPSI CREEK	9,768.00
INTERSTATE POWER SYSTEMS	BLOCK HEATER REPLACEMENT	1,050.99
IOWA ASSN. MUN. UTILITIES	QUARTERLY SAFETY TRAINING DUES	806.86
IOWA DNR	DUES/MEMBERSHIP	276.35
JAYME CILEK	CLEANING SERVICES-CITY, TH	418.50
JJ NICHTING COMPANY	SHOP PARTS	1,370.00
JOHNSON CO EMERGENCY MGMT	FY23 HAZMAT TEAM 28E AGREE	50.00
JOURNEYED COM INC	ADOBE CREATIVE SUBS LIB, CABLE	839.76
KANOPY	ON DEMAND VIDEO SERVICE	56.00
KIRKWOOD COMM. COLLEGE	FIRST AID/CPR CLASSES - P&R	88.00
KOCH OFFICE GROUP	COPIER MAINTENANCE	313.28
LEAF CAPITAL FUNDING	COPIER LEASE - LIBRARY	142.02
LINN COUNTY R.E.C.	STREET LIGHTS	207.80
LOGAN CONTRACTOR'S SUPPLY	RENTAL FEE	91.50
LRS HOLDINGS, LLC	TRASH & RECYCLING JUNE 2022	17,006.50
MARC/FREMAREK, INC.	WEED KILLER	745.71
MATT PARROTT/STOREY KENWORTH	RECEIPT BOOKS	230.00
MENARDS	CEMETERY SHED	187.86
MUNICIPAL SUPPLY INC.	METERS	5,142.00
OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	342.96
PARKSIDE SERVICE	TIRE REPAIR	37.53
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE - LIBRARY	130.97
RIVER PRODUCTS COMPANY	MTL FOR PEDEN SALT REMOVAL	4,562.45
STATE HYGIENIC LAB	LAB ANALYSIS	40.50
THE HOME DEPOT PRO	BLDG SUPPLIES - P&R	214.78
THOMAS HEATING & AIR	HVAC REPAIR - TOWN HALL	702.25
UTILITY SERVICE CO.	S WATER TOWER MAINT PAYMNT	5,000.00
WEST BRANCH COMM SCHOOLS	SCHOOL BUS RENTAL - SWIMMING	744.80
WEST BRANCH TIMES	LEGAL PUBLICATIONS	664.08
TOTAL		92,774.91
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	7/8/2022	47,686.68
PAID BETWEEN MEETINGS		
GLOBAL PAYMENTS	JUNE CREDIT CARD FEES	830.76
RELIANT FIRE APPARATUS INC	PIERCE VELOCITY PUC PUMPER	813,293.00
WAGeworks	EMPLOYEE FLEX PLAN	297.13
TOTAL		814,420.89
GRAND TOTAL EXPENDITURES		954,882.48
FUND TOTALS		
001 GENERAL FUND	899,324.58	
022 CIVIC CENTER	778.75	
031 LIBRARY	9,165.53	
110 ROAD USE TAX	8,156.99	
112 TRUST AND AGENCY	5,507.85	
321 WIDENING WAPSI CREEK	9,768.00	
600 WATER FUND	16,305.22	
610 SEWER FUND	5,578.43	
950 BC/BS FLEXIBLE BENEFIT	297.13	
GRAND FUND TOTAL	954,882.48	

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

**PRESENTATIONS / COMMUNICATIONS / OPEN FORUM – NONE**

**PUBLIC HEARING / NON-CONSENT AGENDA**

Second Reading Ordinance 796 – Amending Chapter 55 – Animal Protection and Control. / Move to action.

Motion by Miller, second by Stoolman to approve the second reading of Ordinance 796. AYES: Miller, Stoolman, Sexton, Dean, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-72 – Authorizing the transfer of funds. / Move to action.

Motion by Dean, second by Goodweiler to approve Resolution 2022-72. AYES: Dean, Goodweiler, Sexton, Miller, Stoolman. NAYS: None. Motion carried.

**CITY ADMINISTRATOR REPORT**

Kofoed gave a brief update on the training conference he attended last week. He said discussions were centered around labor force issues and new court cases which may require review of the city code to ensure that it reflective of recent changes in the law.

**CITY ATTORNEY REPORT**

Olson reported on an ongoing nuisance property and that the city may be taking the property owner to court in the near future.

**CITY ENGINEER REPORT**

Schechinger gave updates on various city projects and noted that quite a bit of excavation is going on at the waste water treatment project site.

**STAFF REPORTS**

Goodale brought up an issue in the Loethen Ridge Estates subdivision regarding the detention basin that the developer was supposed to set up a home owners association to maintain the basin and sidewalks surrounding it. Goodale asked the Council for direction. Goodale also mentioned that there are issues with some residential fences that have been placed in a storm water easement at the rear of their properties. Goodale and Kofoed will be addressing the issues.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Goodweiler commented that there is a lack of seating at Wapsi Park and asked if benches could be provided for park visitors.

**ADJOURNMENT**

Motion to adjourn by Miller, second by Goodweiler. Motion carried on a voice vote. City Council meeting adjourned at 7:30 p.m.

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Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, City Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> August 1, 2022
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<b>AGENDA ITEM:</b> Approve West Branch Fire Department Appointments
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<b>PREPARED BY:</b> Leslie Brick, City Clerk
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<b>DATE:</b> July 25, 2022
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### BACKGROUND:

Approve appointments to the West Branch Fire Department:

Cadet – Baylee Piegors (approved by the WBFD on June 8, 2022)

Cadet – Hunter Niles (approved by the WBFD on July 13, 2022)

Firefighter/EMS – Leah Cilek (approved by the WBFD on July 13, 2022)



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> August 1, 2022
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<b>AGENDA ITEM:</b> Claims
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<b>PREPARED BY:</b> Heidi Van Auken
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<b>DATE:</b> July 27, 2022
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### 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****8/1/2022**

AMAZON.COM.CA.,INC.	PARKS & REC SUPPLIES	1,364.02
ANNA WEIKAMP	TOWN HALL ALCOHOL DEP REFUND	100.00
CEDAR CO SHERIFF'S OFFICE	SERVICE PROCESS FEE	96.69
CILEK LOGAN	MILEAGE REIMBURSEMENT	15.50
DIAMOND VOGEL, INC.	STREET PAINT	4,750.77
GATEWAY HOTEL & CONFERENCE	MPI CONF HOTEL VAN AUKEN	533.12
HAWKINS INC	CHEMICALS	3,046.44
IOWA DEPARTMENT OF NATURAL	NPDES FEE FOR FY23	210.00
IOWA ONE CALL	UTILITY LOCATION SERVICE	79.20
JETCO ELECTRIC INC.	WATER PLANT PLC REPLACEMENT	7,594.50
KIESLER POLICE SUPPLY, INC	AMMUNITION	409.01
LEXIPOL, LLC	POLICY MANUAL & TRAINING FY23	3,284.15
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,562.76
MENARDS	CEMETERY SHED	244.55
PLUNKETT'S PEST CONTROL IN	PEST CONTROL-CITY OFFICE	98.98
QC ANALYTICAL SERVICES LLC	WASTEWATER CONFERENCE FEE	450.00
STATE INDUSTRIAL PRODUCTS	CHEMICALS	236.00
UNITED STATES GEOLOGICAL S	STREAM GAGE MAINT & OPERATION	8,640.00
VEENSTRA & KIMM INC.	VARIOUS PROJECTS	15,850.18
WEST BRANCH TIMES	JOB AD - POLICE	102.50

**TOTAL****48,668.37****PAYROLL-WAGES, TAXES, EMPLOYEE  
BENEFITS****7/22/2022****59,311.71****PAID BETWEEN MEETINGS**

ALATORRE LLC	WINDOW CLEANING -CITY BLDG	70.00
ALLIANT ENERGY	ALLIANT ENERGY	12,902.16
BARNHART'S CUSTOM SERVICES	PEDEN'S LOT	10,405.00
CULLIGAN WATER TECH	WATER SOFTNER SERVICE	29.99
FELD FIRE EQUIPMENT	CONDENSATE VALVE -FIRE	1,605.92
HEIMAN FIRE EQUIPMENT	UNIFORM - BOOTS	650.00
MENARDS	CEMETERY SHED	862.67
QC ANALYTICAL SERVICES	LAB ANALYSIS	968.25
TUTTLE, PETER	COOLER REPAIR - FIRE	356.23
US BANK CORP CARD	CREDIT CARD PURCHASES	2,047.36
WEST BRANCH TIMES	BOARD OF TRUSTEES AD	82.00
WEX BANK	VEHICLE FUEL	2,252.57
IA ALCOHOLIC BEVERAGES DIVISION	HHTD ABD LICENSE FOR FIRE DEPT	25.00
HY-VEE ACCOUNTS RECEIVABLE	RECREATION SUPPLIES	304.88
JOHN DEERE FINANCIAL	VARIOUS PURCHASES - PW	1,515.47
MEDIACOM	CABLE SERVICE	41.90

PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE -CITY	500.00
VERIZON WIRELESS	VERIZON WIRELESS	403.15
CAMP COURAGEOUS OF IOWA	CAMP ACTIVITY FEES	270.00
PITNEY BOWES INC	POSTAGE SUPPLIES	203.97

<b>TOTAL</b>		<b>35,496.52</b>
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<b>GRAND TOTAL EXPENDITURES</b>		<b>143,476.60</b>
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**FUND TOTALS**

001 GENERAL FUND		52,797.28
022 CIVIC CENTER		938.64
031 LIBRARY		8487.98
110 ROAD USE TAX		10,885.35
112 TRUST AND AGENCY		14,411.61
321 WIDENING WAPSI CREEK		1,276.05
324 WW TREATMT FAC		13,380.13
326 ROUNDABOUT MAIN & CEDAR		995
600 WATER FUND		22,748.39
610 SEWER FUND		8916.17
740 STORM WATER UTILITY		8,640.00

<b>GRAND FUND TOTAL</b>		<b>143,476.60</b>
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
POLICE OPERATION	GENERAL FUND	WEST BRANCH TIMES	JOB AD - POLICE	102.50	
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	303.83	
		KIESLER POLICE SUPPLY, INC	AMMUNITION	409.01	
		LEXIPOL, LLC	POLICY MANUAL & TRAINING F	3,284.15	
			TOTAL:	4,099.49	
FIRE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	89.66	
			TOTAL:	89.66	
PARK & RECREATION	GENERAL FUND	LIBERTY COMMUNICATIONS AMAZON.COM.CA., INC.	TELEPHONE SERVICE	281.03	
			CAMP SUPPLIES	75.99-	
			CAMP AND SAFETY SUPPLIES	51.39	
			CAMP AND SAFETY SUPPLIES	139.98	
			YOUTH SPORTS SUPPLIES	93.27	
			BLDG MAINTENANCE	39.99	
			OFFICE SUPPLIES	62.86	
			CAMP SUPPLIES	149.43	
			OFFICE SUPPLIES	13.71	
			CAMP SUPPLIES	70.58	
			CAMP SUPPLIES	671.07	
			SANDWICH BOARD	147.73	
				TOTAL:	1,645.05
			CEMETERY	GENERAL FUND	MENARDS
TOTAL:	244.55				
CLERK & TREASURER	GENERAL FUND	CEDAR CO SHERIFF'S OFFICE PLUNKETT'S PEST CONTROL INC LIBERTY COMMUNICATIONS GATEWAY HOTEL & CONFERENCE CENTER	SERVICE PROCESS FEE	96.69	
			PEST CONTROL-CITY OFFICE	49.49	
			TELEPHONE SERVICE	420.76	
			MPI CONF HOTEL VAN AUKEN	533.12	
			TOTAL:	1,100.06	
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	64.95	
			TOTAL:	64.95	
TOWN HALL	CIVIC CENTER	PLUNKETT'S PEST CONTROL INC LIBERTY COMMUNICATIONS ANNA WEIKAMP	PEST CONTROL-TOWN HALL	49.49	
			TELEPHONE SERVICE	45.03	
			TOWN HALL ALCOHOL DEP REFU	100.00	
			TOTAL:	194.52	
LIBRARY	LIBRARY	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	238.42	
			TOTAL:	238.42	
ROADS & STREETS	ROAD USE TAX	DIAMOND VOGEL, INC. LIBERTY COMMUNICATIONS CILEK LOGAN	STREET PAINT	4,750.77	
			TELEPHONE SERVICE	39.70	
			MILEAGE REIMBURSEMENT	15.50	
			TOTAL:	4,805.97	
CAPITAL PROJECT	WIDENING WAPSI CRE VEENSTRA & KIMM INC.		CHANNEL WIDENING FLOOD IMP	1,276.05	
			TOTAL:	1,276.05	
CAPITAL PROJECT	WW TREATMT FAC IMP VEENSTRA & KIMM INC.		WW TREATMENT FACILTY IMPRO	11,400.00	
			WW TREATMENT FACILTY IMPRO	414.63	
			WW TREATMENT FACILITY	1,565.50	
			TOTAL:	13,380.13	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
INVALID DEPARTMENT	ROUNDAABOUT MAIN &	VEENSTRA & KIMM INC.	HHH & CEDAR JOHNSON INTERS	995.00
			TOTAL:	995.00
WATER OPERATING	WATER FUND	IOWA ONE CALL	UTILITY LOCATION SERVICE	39.60
		JETCO ELECTRIC INC.	WATER PLANT PLC REPLACEMEN	7,594.50
		HAWKINS INC	CHEMICALS	3,046.44
		VEENSTRA & KIMM INC.	EAST SIDE WATER MAIN REPLA	199.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	39.69
			TOTAL:	10,919.23
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	UTILITY LOCATION SERVICE	39.60
		IOWA DEPARTMENT OF NATURAL RESOURCES	NPDES FEE FOR FY23	210.00
		QC ANALYTICAL SERVICES LLC	WASTEWATER CONFERENCE FEE	450.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	39.69
		STATE INDUSTRIAL PRODUCTS	CHEMICALS	236.00
			TOTAL:	975.29
STORM WATER UTILITY	STORM WATER UTILIT	UNITED STATES GEOLOGICAL SURVEY	STREAM GAGE MAINT & OPERAT	8,640.00
			TOTAL:	8,640.00

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

001	GENERAL FUND	7,243.76
022	CIVIC CENTER	194.52
031	LIBRARY	238.42
110	ROAD USE TAX	4,805.97
321	WIDENING WAPSI CREEK @ BE	1,276.05
324	WW TREATMT FAC IMP 2021	13,380.13
326	ROUNDAABOUT MAIN & CEDAR-J	995.00
600	WATER FUND	10,919.23
610	SEWER FUND	975.29
740	STORM WATER UTILITY	8,640.00
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	GRAND TOTAL:	48,668.37
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARK & RECREATION	GENERAL FUND	CAMP COURAGEOUS OF IOWA	CAMP ACTIVITY FEES	<u>270.00</u>
			TOTAL:	270.00
CLERK & TREASURER	GENERAL FUND	PITNEY BOWES INC	POSTAGE SUPPLIES	<u>203.97</u>
			TOTAL:	203.97

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

001 GENERAL FUND	473.97
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GRAND TOTAL:	473.97
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	WEX BANK	VEHICLE FUEL	1,489.18
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	485.99
		ALLIANT ENERGY	SERVICES	182.67
			TOTAL:	<u>2,157.84</u>
FIRE OPERATION	GENERAL FUND	HEIMAN FIRE EQUIPMENT	UNIFORM - BOOTS	325.00
			UNIFORM - BOOTS	325.00
		TUTTLE, PETER	COOLER REPAIR - FIRE	356.23
		WEX BANK	VEHICLE FUEL	250.25
		FELD FIRE EQUIPMENT CO. INC	CONDENSATE VALVE - FIRE	1,605.92
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	6.00
		ALLIANT ENERGY	SERVICES	526.07
		CULLIGAN WATER TECHNOLOGIES	WATER SOFTNER SERVICE	29.99
	TOTAL:	<u>3,424.46</u>		
ROADS AND STREETS	GENERAL FUND	BARNHART'S CUSTOM SERVICES LLC	PEDEN'S LOT	10,405.00
			TOTAL:	<u>10,405.00</u>
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY	SERVICES	2,620.41
			SERVICES	184.95
			TOTAL:	<u>2,805.36</u>
PARK & RECREATION	GENERAL FUND	US BANK CORPORATE CARD	CREDIT CARD PURCHASES	12.00
			CREDIT CARD PURCHASES	89.00
			CREDIT CARD PURCHASES	99.95
		ALLIANT ENERGY	SERVICES	634.53
			TOTAL:	<u>835.48</u>
CEMETERY	GENERAL FUND	MENARDS	CEMETERY SHED	862.67
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	439.99
			TOTAL:	<u>1,302.66</u>
COMM & CULTURAL DEVEL	GENERAL FUND	ALLIANT ENERGY	SERVICES	21.94
			TOTAL:	<u>21.94</u>
CLERK & TREASURER	GENERAL FUND	US BANK CORPORATE CARD	CREDIT CARD PURCHASES	384.00
			CREDIT CARD PURCHASES	30.25
		ALLIANT ENERGY	SERVICES	370.63
		ALATORRE LLC	WINDOW CLEANING CITY BLDG	70.00
			TOTAL:	<u>854.88</u>
LOCAL CABLE ACCESS	GENERAL FUND	US BANK CORPORATE CARD	CREDIT CARD PURCHASES	6.00
			ALLIANT ENERGY	SERVICES
			TOTAL:	<u>106.00</u>
TOWN HALL	CIVIC CENTER	ALLIANT ENERGY	SERVICES	744.12
			TOTAL:	<u>744.12</u>
LIBRARY	LIBRARY	WEST BRANCH TIMES	BOARD OF TRUSTEES AD	82.00
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	405.39
			CREDIT CARD PURCHASES	26.50
		ALLIANT ENERGY	SERVICES	1,002.12
			TOTAL:	<u>1,516.01</u>
ROADS & STREETS	ROAD USE TAX	WEX BANK	VEHICLE FUEL	171.03
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	30.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ALLIANT ENERGY	SERVICES	54.43
			TOTAL:	255.46
WATER OPERATING	WATER FUND	WEX BANK	VEHICLE FUEL	171.03
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	32.29
		ALLIANT ENERGY	SERVICES	4,483.65
			SERVICES	99.14
			TOTAL:	4,786.11
SEWER OPERATING	SEWER FUND	QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	968.25
		WEX BANK	VEHICLE FUEL	171.08
		ALLIANT ENERGY	SERVICES	1,877.50
			TOTAL:	3,016.83

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

001	GENERAL FUND	21,913.62
022	CIVIC CENTER	744.12
031	LIBRARY	1,516.01
110	ROAD USE TAX	255.46
600	WATER FUND	4,786.11
610	SEWER FUND	3,016.83
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	GRAND TOTAL:	32,232.15
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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> August 1, 2022
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<b>AGENDA ITEM:</b> Third Reading Ordinance 796 - Amending Chapter 55 Animal Protection and Control
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<b>PREPARED BY:</b> John K. Hanna, Chief of Police
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<b>DATE:</b> July 13, 2022
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### **BACKGROUND:**

The Animal Control Commission has proposed several amendments to Chapter 55 of the Code of Ordinances. The changes add bite wound definitions, changes the wording of Level 3 and Level 4 classification of behavior. The proposed changes also provide an appeal process for the victim of a bite to appeal the classification of an animal and establishes the authority of the Animal Control Appeals Board.

ORDINANCE 796

AN ORDINANCE AMENDING CHAPTER 55 OF THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH REGARDING ANIMAL CONTROL.

WHEREAS, the Animal Control Commission of the City of West Branch has recommended changes to Chapter 55 of the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. Section 55.01 of the Code of Ordinances is hereby amended by adding the following definition:

“Bite wound – type” means

- a. Pre-bite. The animal gets aggressive but only snaps or bites into the air, with no contact with human skin.
- b. Near bite. The animal’s skin come into contact with human skin, but the bite does not puncture the skin.
- c. Shallow puncture. The animal punctures the skin, but only in the shallow layers of tissue.
- d. Multiple shallow punctures. The animal punctures the skin in multiple areas, but said multiple areas only penetrate shallow layers of skin.
- e. Deep puncture. A bite causing serious or severe injury, penetrating further than a shallow puncture.
- f. Death – The animal kills or consumes a person’s flesh.”

2. Amendment. Section 55.16(c) is hereby amended by deleting in its entirety and replacing with the following:

“Level 3 behavior is established if an animal, whether confined or at large, bites or causes physical injury less than serious injury to any person or other domesticated animal.”

3. Amendment. Section 55.16(D)(1) and (2) are hereby amended by deleting in their entirety and replacing with the following:

“1. An animal, whether or not confined, unprovoked or aggressively bites or causes wounds of deep puncture or greater, or

2. An animal, while at large, kills or causes wounds of deep puncture or greater to any domesticated animal; or”

4. Amendment. Section 55.16(B) is hereby amended by deleting all of the section after the first sentence in its entirety and replacing it with the following:

“The owner of the animal, or the offended party, may appeal the classification to the Animal Control Appeals Board within ten (10) days of receipt of the classification order. The owner or offended party may file notice of appeal and request for a hearing in writing by filing with the City Clerk. The hearing shall be held within 30 days of the receipt of said notice. Failure to appeal will result in the classification being final. After said hearing, the Board shall notify the appealing party of its ruling in writing within 10 days. The appealing party may file notice of appeal of the Board’s ruling with the Iowa District Court within ten (10) days of the date of the Board’s ruling.”

5. Amendment. Chapter 55 is hereby amended by adding Section 55.23, which reads as follows:

“55.23. Animal Control Appeals Board. The Animal Control Appeals Board will be comprised of three members appointed by the Mayor. The three members shall consist of the following: a veterinarian, a member of the City Council and a member of the Animal Control Commission. The City Attorney shall attend all meetings of the Animal Control Appeals Board.”

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

7. 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.

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

First reading: July 5, 2022  
Second reading: July 18, 2022  
Third Reading: August 1, 2022

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Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, City Clerk



**RESOLUTION 2022-73**

**A RESOLUTION APPROVING PAY ESTIMATE NUMBER 1 IN THE AMOUNT OF \$756,667.50 TO BOOMERANG CORP. FOR THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT.**

**WHEREAS**, Boomerang Corp. of Anamosa, Iowa was awarded the construction contract for the Wastewater Treatment Facility Improvements Project for West Branch, Iowa (the “Project”) by the West Branch City Council through the passage of Resolution 2022-19 on March 7, 2022 in the amount of \$8,837,000.00; and

**WHEREAS**, Boomerang Corp. has declared that said project has started and work has been rendered in accordance with drawings and specifications on the Project and based on observations by project managers of Veenstra & Kimm who are contracted with the City of West Branch to oversee the construction process; and

**WHEREAS**, the City Council of West Branch, approved Pay Estimate Number 1 in the amount of \$756,667.50 to Boomerang Corp. of Anamosa, IA to date; and

**WHEREAS**, it is now necessary for the City Council to accept Pay Estimate Number 1 in the amount of \$756,667.50.

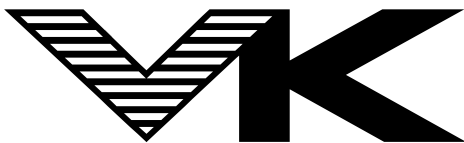
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Branch, that Partial Pay Estimate Number 1 in the amount of \$756,667.50 to Boomerang Corp. of Anamosa, IA is approved.

Passed and approved this 1st day of August, 2022.

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Leslie Brick, City Clerk



**VEENSTRA & KIMM INC.**

2600 University Parkway, Suite 1  
Coralville, Iowa 52241

319.466.1000 // 888.241.8001  
www.v-k.net

July 26, 2022

**PAY ESTIMATE NO. 1**  
**WASTEWATER TREATMENT FACILITY IMPROVEMENTS**  
**WEST BRANCH, IOWA**

Boomerang Corp.  
P.O. Box 227  
Anamosa, Iowa 52205

Contract Amount \$8,837,000.00  
Contract Date March 7, 2022  
Pay Period March 7, 2022 - July 20, 2022

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	Bonds/Permits/Insurance	LS	xxxxx	xxxxx	\$ 155,000.00	100%	\$ 155,000.00
1.2	Adminstration/Project Management	LS	xxxxx	xxxxx	\$ 100,000.00	25%	\$ 25,000.00
1.3	Mobilization	LS	xxxxx	xxxxx	\$ 230,000.00	25%	\$ 57,500.00
1.4	Toilets/Dumpster/Etc	LS	xxxxx	xxxxx	\$ 5,200.00		
1.5	Testing	LS	xxxxx	xxxxx	\$ 15,000.00		
1.6	Survey	LS	xxxxx	xxxxx	\$ 40,000.00	38%	\$ 15,000.00
1.7	SWPPP Prep./Maint./Inspection	LS	xxxxx	xxxxx	\$ 20,000.00		
2.1	Fence Removal	LS	xxxxx	xxxxx	\$ 2,500.00	80%	\$ 2,000.00
2.2	Silt Fence	LS	xxxxx	xxxxx	\$ 12,500.00	100%	\$ 12,500.00
2.3	Clear & Grub	LS	xxxxx	xxxxx	\$ 45,000.00	70%	\$ 31,500.00
2.4	Demo Piping/ Aeration/ Manholes	LS	xxxxx	xxxxx	\$ 25,000.00		
2.5	Sludge Removal Cell #2	LS	xxxxx	xxxxx	\$ 170,000.00		
2.6	Sludge Removal Cell #3	LS	xxxxx	xxxxx	\$ 95,000.00		
2.7	Synthetic Lining System Cell #1A, 1B	LS	xxxxx	xxxxx	\$ 75,000.00		
2.8	Synthetic Lining system Cell #2A, 2B	LS	xxxxx	xxxxx	\$ 75,000.00		
2.9	Buried Piping Materials	LS	xxxxx	xxxxx	\$ 950,000.00		
2.10	Buried Piping Labor	LS	xxxxx	xxxxx	\$ 475,000.00		
2.11	Wire Fence	LS	xxxxx	xxxxx	\$ 35,000.00		
2.12	Seeding/ Matting	LS	xxxxx	xxxxx	\$ 45,000.00		
2.13	Lagoon Construction Labor & Equip.	LS	xxxxx	xxxxx	\$ 625,000.00	46%	\$ 290,000.00
2.14	Strip/Respread Topsoil	LS	xxxxx	xxxxx	\$ 60,000.00	50%	\$ 30,000.00
3.1	Reinforcing Materials	LS	xxxxx	xxxxx	\$ 180,000.00		
3.2	Reinforcing Submittals	LS	xxxxx	xxxxx	\$ 3,000.00	100%	\$ 3,000.00
3.3	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	80%	\$ 4,000.00
3.4	Sampler Building Labor	LS	xxxxx	xxxxx	\$ 40,000.00		
3.5	Sampler Building Concrete Mat'ls	LS	xxxxx	xxxxx	\$ 10,000.00		
3.6	UV Building Labor	LS	xxxxx	xxxxx	\$ 125,000.00		
3.7	UV Building Materials	LS	xxxxx	xxxxx	\$ 45,000.00		
3.8	Effluent Flume Labor	LS	xxxxx	xxxxx	\$ 35,000.00		
3.9	Effluent Flume Materials	LS	xxxxx	xxxxx	\$ 10,000.00		
3.10	SAGR Control #1 Labor	LS	xxxxx	xxxxx	\$ 60,000.00		
3.11	SAGR Control #1 Materials	LS	xxxxx	xxxxx	\$ 30,000.00		
3.12	SAGR Control #2 Labor	LS	xxxxx	xxxxx	\$ 40,000.00		
3.13	SAGR Control #2 Materials	LS	xxxxx	xxxxx	\$ 20,000.00		
3.14	SAGR Control #3 Labor	LS	xxxxx	xxxxx	\$ 60,000.00		
3.15	SAGR Control #3 Materials	LS	xxxxx	xxxxx	\$ 30,000.00		
3.16	SAGR control #4 Labor	LS	xxxxx	xxxxx	\$ 40,000.00		
3.17	SAGR control #4 Materials	LS	xxxxx	xxxxx	\$ 20,000.00		
3.18	UV Building Labor	LS	xxxxx	xxxxx	\$ 90,000.00		
3.19	UV Materials	LS	xxxxx	xxxxx	\$ 45,000.00		
3.20	Gen. Pad/Misc. Concrete/Pads L&M	LS	xxxxx	xxxxx	\$ 15,000.00		

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
4.1	Masonry Materials	LS	xxxxx	xxxxx	\$ 50,000.00		
4.2	Masonry Labor	LS	xxxxx	xxxxx	\$ 100,000.00		
4.3	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	50%	\$ 2,500.00
5.1	Structure Embeds Materials	LS	xxxxx	xxxxx	\$ 65,000.00		
5.2	Grating Materials & Labor	LS	xxxxx	xxxxx	\$ 50,000.00		
5.3	Handrail Labor & Materials	LS	xxxxx	xxxxx	\$ 45,000.00		
5.4	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$ 5,000.00
6.1	UV Building Materials	LS	xxxxx	xxxxx	\$ 25,000.00		
6.2	UV Building Labor	LS	xxxxx	xxxxx	\$ 50,000.00		
6.3	Sampler Building Materials	LS	xxxxx	xxxxx	\$ 15,000.00		
6.4	Sampler Building Labor	LS	xxxxx	xxxxx	\$ 20,000.00		
6.5	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	40%	\$ 2,000.00
7.1	UV Building Insulation	LS	xxxxx	xxxxx	\$ 5,000.00		
7.2	Sampler Building Insulation	LS	xxxxx	xxxxx	\$ 2,000.00		
7.3	UV Building Metal Roof Panels L&M	LS	xxxxx	xxxxx	\$ 20,000.00		
7.4	Samp. Bldg Metal Roof Panels L&M	LS	xxxxx	xxxxx	\$ 10,000.00		
7.5	UV Building Metal Wall Panels L&M	LS	xxxxx	xxxxx	\$ 10,000.00		
7.6	Samp. Bldg Metal Wall Panels L&M	LS	xxxxx	xxxxx	\$ 7,500.00		
7.7	Gutters & Downspouts L&M	LS	xxxxx	xxxxx	\$ 3,000.00		
7.8	Joint Sealants Labor & Materials	LS	xxxxx	xxxxx	\$ 7,500.00		
7.9	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	30%	\$ 1,500.00
8.1	Steel Doors, Frames & Hdwe Mat'ls	LS	xxxxx	xxxxx	\$ 20,000.00		
8.2	Steel Doors Frames & Hdwe Labor	LS	xxxxx	xxxxx	\$ 5,000.00		
8.3	Coiling /Overhead Door L&M	LS	xxxxx	xxxxx	\$ 25,000.00		
8.4	Access Hatches Labor & Materials	LS	xxxxx	xxxxx	\$ 2,500.00		
8.5	Glazing	LS	xxxxx	xxxxx	\$ 5,000.00		
8.6	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00		
9.1	Painting Labor & Materials	LS	xxxxx	xxxxx	\$ 25,000.00		
9.2	Gypsum Board Labor & Materials	LS	xxxxx	xxxxx	\$ 35,000.00		
9.3	Submittals	LS	xxxxx	xxxxx	\$ 1,000.00		
10.1	Fire Extinguisher	LS	xxxxx	xxxxx	\$ 300.00		
11.1	Sluice Gates Installation	LS	xxxxx	xxxxx	\$ 80,000.00		
11.2	Sluice Gates Materials	LS	xxxxx	xxxxx	\$ 200,000.00		
11.3	Primary SAGR Sac. Walls Mat'ls	LS	xxxxx	xxxxx	\$ 50,000.00		
11.4	Secondary SAGR Sac. Wall Mat'ls	LS	xxxxx	xxxxx	\$ 50,000.00		
11.5	Primary SAGR Walls Labor	LS	xxxxx	xxxxx	\$ 75,000.00		
11.6	Secondary SAGR Walls Labor	LS	xxxxx	xxxxx	\$ 75,000.00		
11.7	Primary SAGR Aggregate L&M	LS	xxxxx	xxxxx	\$ 400,000.00		
11.8	Secondary SAGR Aggregate L&M	LS	xxxxx	xxxxx	\$ 400,000.00		
11.9	Mulch Labor & Materials	LS	xxxxx	xxxxx	\$ 60,000.00		
11.10	Fine grade for Liners L&M	LS	xxxxx	xxxxx	\$ 60,000.00		
11.11	Inter SAGR piping Materials	LS	xxxxx	xxxxx	\$ 50,000.00		
11.12	Inter SAGR Piping Labor	LS	xxxxx	xxxxx	\$ 100,000.00		
11.13	Nexom Blower/Aeration Equip. Mat'ls	LS	xxxxx	xxxxx	\$ 738,000.00		
11.14	Blower/Aeration Equipment Labor	LS	xxxxx	xxxxx	\$ 250,000.00		
11.15	Nexom Blower/Aeration Downpaym't	LS	xxxxx	xxxxx	\$ 82,000.00		
11.16	Sampler Labor & Materials	LS	xxxxx	xxxxx	\$ 12,000.00		
11.17	UV Equipment Materials	LS	xxxxx	xxxxx	\$ 225,000.00		
11.18	UV Equipment Labor	LS	xxxxx	xxxxx	\$ 92,000.00		
11.19	UV Equipment Down payment	LS	xxxxx	xxxxx	\$ 25,000.00		
11.20	Sanitary Pump Materials	LS	xxxxx	xxxxx	\$ 50,000.00		
11.21	Pumps Labor	LS	xxxxx	xxxxx	\$ 10,000.00		
11.22	Submittals UV/NEXOM/ sampler	LS	xxxxx	xxxxx	\$ 15,000.00	43%	\$ 6,500.00

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
12.1	Laboratory Casework Materials	LS	xxxxx	xxxxx	\$ 20,000.00		
12.2	Laboratory Casework Labor	LS	xxxxx	xxxxx	\$ 5,000.00		
12.3	Submittals	LS	xxxxx	xxxxx	\$ 1,000.00		
13.1	Process Piping Labor & Materials	LS	xxxxx	xxxxx	\$ 275,000.00		
13.2	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00		
14.1	Hoists Equipment Materials	LS	xxxxx	xxxxx	\$ 25,000.00		
14.2	Hoists Equipment Labor	LS	xxxxx	xxxxx	\$ 5,000.00		
14.3	Submittals	LS	xxxxx	xxxxx	\$ 1,000.00		
15.1	HVAC Materials	LS	xxxxx	xxxxx	\$ 75,000.00		
15.2	HVAC Labor	LS	xxxxx	xxxxx	\$ 9,000.00		
15.3	Plumbing Materials	LS	xxxxx	xxxxx	\$ 50,000.00		
15.4	Plumbing Labor	LS	xxxxx	xxxxx	\$ 15,000.00		
15.5	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	46%	\$ 2,300.00
16.1	Generator & Transfer Switch Material	LS	xxxxx	xxxxx	\$ 65,000.00		
16.2	Generator & Transfer Switch Labor	LS	xxxxx	xxxxx	\$ 45,000.00		
16.3	Electrical Materials	LS	xxxxx	xxxxx	\$ 115,000.00		
16.4	Electrical Labor	LS	xxxxx	xxxxx	\$ 65,000.00		
16.5	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	60%	\$ 3,000.00
17.1	Process Control & Instrument L&M	LS	xxxxx	xxxxx	\$ 160,000.00		
17.2	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00		
<b>Contract Price:</b>					<b>\$ 8,837,000.00</b>		<b>\$ 648,300.00</b>

<b>MATERIALS STORED SUMMARY</b>				
	Description	# of Units	Unit Price	Extended Cost
3.1	Reinforcing Materials		\$ 35,192.10	\$ 35,192.10
11.13	Nexom Blower & Aeration Equipment Materials		\$ 113,000.00	\$ 113,000.00
<b>Total</b>				<b>\$ 148,192.10</b>

**SUMMARY**

		Total Approved	Total Completed
Contract Price		\$ 8,837,000.00	\$ 648,300.00
Approved Change Order (list each)			
	Revised Contract Price	\$ 8,837,000.00	\$ 648,300.00

Stored \$ 148,192.10  
 Total Earned \$ 796,492.10  
 Retainage (5%) \$ 39,824.61  
**Total Earned Less Retainage \$ 756,667.50**

Total Previously Approved (list each)		

Total Previously Approved \$ -

Percent Complete 7%

**Amount Due This Request \$ 756,667.50**

The amount \$756,667.50 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:  
Boomerang Corp.

Recommended By:  
Veenstra & Kimm, Inc.

Approved By:  
West Branch, Iowa

Signature: Kelli Behrends  
 Name: Kelli Behrends  
 Title: PC  
 Date: 7/26/22

Signature: Emily Linebaugh  
 Name: Emily Linebaugh  
 Title: Engineer  
 Date: July 26, 2022

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**RESOLUTION 2022-74**

**A RESOLUTION ALLOWING EVENT SIGNAGE IN THE PUBLIC RIGHT OF WAY  
FOR HOOVER'S HOMETOWN DAYS AUGUST 5<sup>TH</sup> -7<sup>TH</sup> 2022.**

WHEREAS, the Hoover's Hometown Days planning committee has requested the allowance of event signage to be placed in public right of ways for advertising the event; and

WHEREAS, Section 165.42 (Signs) of the Code of Ordinances of the City of West Branch, Iowa prohibits signage in the public right of way; and

WHEREAS, the planning committee feels that advertising the event and soliciting potential future donors will help keep Hoover's Hometown Days a free event; and

WHEREAS, the planning committee will place signs no earlier than August 5, 2022 and will promptly remove them after the event; and

WHEREAS, it is now necessary for the City Council to approve the planning committees request.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of West Branch, Iowa that the aforementioned allowance of signage in the public right of way from August 5, 2022 to August 7, 2022 is hereby approved.

Passed and approved this 1st day of August 2022.

---

Roger Laughlin, Mayor

Attest:

---

Leslie Brick, City Clerk

# HOOVER'S *Hometown Days*

**HELP KEEP THIS A FREE EVENT!  
DONATIONS APPRECIATED.**

Make a tax-deductible gift online at:



**hooverdays.org**

**RESOLUTION 2022-75**

**A RESOLUTION APPROVING A PROPOSAL WITH TERRACON CONSULTANTS INC. FOR CONSTRUCTION OBSERVATION AND MATERIAL TESTING SERVICES.**

**WHEREAS**, Terracon Consultants Inc. (Terracon) has submitted a proposal for completion of observation and materials testing for the West Branch Wastewater Treatment Facility Improvements Project; and

**WHEREAS**, Terracon has provided geotechnical engineering services for the project in 2021 (Terracon Project No. 06215069.01); and

**WHEREAS**, Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of the project as scheduled by Veenstra & Kimm; and

**WHEREAS**, Terracon will bill for their services as rendered according to the Fee Schedule included in their proposal for services.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Branch, that the proposal for services with Terracon is approved.

Passed and approved this 1st day of August, 2022.

---

Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, City Clerk





July 22, 2022

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

Attn: Mr. Adam Kofoed  
P: 319.643.5888  
E: [adam@westbranchiowa.org](mailto:adam@westbranchiowa.org)

Re: Proposal for Construction Observation and Materials Testing Services  
West Branch WWTP Improvements  
300th Street and Charles Avenue  
West Branch, Iowa  
Terracon Proposal No. P06221178

Dear Mr. Kofoed:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for completion of construction observation and materials testing services for the above-referenced project. This proposal outlines our understanding of the project and scope of services, provides a fee schedule and presents our Agreement for Services.

**Terracon provided geotechnical engineering services for the project in 2021 (Terracon Project No. 06215069.01).** As such, we believe our experience, work on the project as the Geotechnical Engineer, and commitment to responsive quality service will continue to make Terracon a valuable asset to the project.

## 1.0 PROJECT INFORMATION

- Project information available for review at the time of this proposal includes:
  - Civil, structural and architectural plans dated April 2022
  - Project specifications dated April 2022
  - A telephone conversation with Emily Linebaugh with Veenstra & Kimm dated 07/21/2022 to discuss preliminary scope, quantities and/or schedule information
  
- We understand the project consists of:
  - The construction of a submerged growth reactor (SAGR) system, a new aerated lagoon cell, sampler building and UV Disinfection building.

Terracon Consultants, Inc. 2640 12<sup>th</sup> Street SW Cedar Rapids, IA 52404  
P [319] 366 8321 F [319] 366 0032 [terracon.com](http://terracon.com)

Explore with us

## **2.0 PROJECT INFORMATION**

### **2.1 Field and Laboratory Services**

Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of this project as scheduled by the Client or your designated representative. Based on our review of the information provided above, we understand the scope of the on-call services includes:

- Earthwork observation and testing
  - Compaction testing of newly placed fill
  - Proofroll observations
  - Subgrade observations
- Laboratory soil/aggregate testing
  - Standard Proctors
  - Atterberg Limits
  - Aggregate gradations
  - Permeability Testing
- Shallow foundation bearing soil observation and testing
  - Excavations will be observed for cleanliness and geometry
  - Excavation bottoms at select locations will be evaluated using manual sampling and testing techniques to a maximum depth of about 3 feet below bearing level
  - Foundation soil conditions will be compared to information contained in the geotechnical report for this project to determine if suitable bearing conditions exist
- Cast-in-place concrete reinforcing steel observation
  - Bar type and grade, size, condition, lap length, cover, position and securement
    - Note that we should be contacted to observe walls and columns taller than 5 feet both before and after formwork is set to enable proper viewing of the steel and to verify clearance
  - Cast in-place anchor bolts
- Portland cement concrete field testing and laboratory testing
  - Perform temperature, slump & air content testing and cast strength specimens
    - We assume that strength specimens will be 4" x 8" cylinders (and/or standard beams) and that sample pickups will be performed only during normal business hours Monday through Friday unless directed otherwise. If pickups are requested outside

of this timeframe, special arrangements will need to be made and additional costs will apply.

- We assume that the concrete will be sampled as the concrete is delivered from the mixer to the conveying vehicle used to transport the concrete to the forms (ie, truck discharge) as indicated in the relevant American Concrete Institute (ACI) and American Society for Testing and Materials (ASTM) documents. If other locations for sampling are desired (such as pump discharge), we can provide this. However, we will require safe access, and additional costs may be incurred.
- We assume that a temperature-controlled environment meeting ASTM standards will be available to us for sample storage or that it will be acceptable for us to store samples exposed on the jobsite or in a moderately controlled environment provided by us (such as a cure box). However, it is not in our scope to provide fully climate-controlled enclosures. If this is a requirement, additional costs will apply.
- Laboratory testing
  - Compressive strength of concrete
- Structural masonry observation and testing
  - Observation-structural masonry construction in general accordance with ACI530 Level B except as noted below
    - In general, Level B includes periodic observations of site prepared mortar, construction of mortar joints, location of vertical and horizontal reinforcement, condition of cells to be grouted, cold or hot weather masonry practices as applicable, and the preparation of samples. Level B also includes continuous observation of grout placement. .
  - Material sampling
    - Measure grout flow/slump and temperature and cast 3” x 6” grout prisms. For estimating purposes, we assume that cardboard grout sample boxes will be allowed due to the low cost and convenience. However, they are not recognized as an approved mold by ASTM. If the client wishes grout prisms to be formed in general accordance with ASTM C1019, we will need access to forming materials and a protected space onsite to make the samples, and additional costs will apply.
  - Laboratory testing
    - Compressive strength of grout
- Project Management
  - Attendance at pre-construction and project meetings at Client’s request
  - Technical consulting at Client’s request
  - Supervision of laboratory and field services
  - Preparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

## **2.2 Scheduling**

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to the Cedar Rapids, Iowa office at the following phone number: (319) 221-7300. Services should not be scheduled through our field personnel.

We recommend the scope of services described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

## **2.3 Data Collection and Reporting**

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up to date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system allowing for immediate availability for quality review and electronic distribution of reports.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

### **2.3.1 CMELMS™ Management System**

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for ***Construction Materials Engineering Laboratory Management System*** and is utilized by construction materials engineering and testing operations in our offices.

**CMELMS** is a complete and comprehensive field and laboratory testing data and results management system. It automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

### **2.3.2 Report Turnaround Time**

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 3 to 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

## **2.4 Terracon's Incident and Injury-Free Culture**

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

### 3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedule. These rates will apply for the duration of the project.

### 4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. **We reserve the right to withhold our reports until the signed Agreement has been received by Terracon.** This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,  
**Terracon Consultants, Inc.**



Zach Lenth  
Project Manager

Thomas P. Lisi, P.E.  
Senior Project Engineer

ZPL/TPL:N:\Proposal Documents\2022\P06221178\P06221178.Proposal.West Branch WWTP.docx

Copies to: Addressee (1 pdf)  
Attachments: Unit Rate Schedule  
Agreement for Services



**Unit Rate Schedule**

	Rate	Unit
<b>PERSONNEL</b>		
1215 Field Technician	\$60.00	hour*
1205 Senior Field Technician	\$85.00	hour*
1275 Structural Steel Technician	\$95.00	hour*
1140 Field Engineer	\$105.00	hour*
1141 Field/Lab Coordinator	\$75.00	hour
1127 Project Manager/Engineer	\$115.00	hour
1126 Senior Project Manager/Engineer	\$155.00	hour
xxxx Senior Geotechnical Engineer	\$185.00	hour
xxxx Project Setup	\$250.00	each
<b>LABORATORY TESTING</b>		
2039 Standard Proctor, Soil	\$140.00	each
2040 Standard Proctor, Rock	\$160.00	each
2093 Standard Proctor, Soil/Cement	\$175.00	each
2053 Relative Density	\$350.00	each
2001 Atterberg Limits (three point)	\$120.00	each
2066 Aggregate Gradation (include #200 wash)	\$175.00	each
2058 Constant Head Permeability - Remolded	\$395.00	each
3324 Compressive Strength Cylinder (4" x 8", Terracon-made)	\$20.00	each
3325 Compressive Strength Cylinder (4" x 8", made by others)	\$30.00	each
4007 Compressive Strength of Grout	\$25.00	each
<b>FIELD EQUIPMENT/MATERIALS</b>		
5123 Structural Steel Equipment	\$100.00	day
2090 Nuclear Density Gauge	\$35.00	trip
3371 Cure Box, per pour	\$5.00	each
Consumables	Cost + 15%	
<b>TRIP CHARGE</b>		
1620 Trip Charge	\$60.00	trip
xxxx Shipping Soil Samples for Permeability Testing	\$50.00	each
1622 Trip Charge - Regional Structural Steel Inspector	\$150.00	trip

\*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

A three-hour minimum charge is applicable to all site visits. Trip charge includes vehicle and mileage costs.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.



## AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of West Branch IA (“Client”) and Terracon Consultants, Inc. (“Consultant”) for Services to be provided by Consultant for Client on the West Branch WWTP Improvements project (“Project”), as described in Consultant’s Proposal dated 07/22/2022 (“Proposal”), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant’s services is described in the Proposal, including but not limited to the Scope of Services section (“Services”), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant’s Services do not include the investigation or detection of, nor do recommendations in Consultant’s reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client’s request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant’s current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client’s sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant’s reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT’S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT’S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT’S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant’s Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant’s substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT’S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers’ compensation insurance in accordance with the laws of the states having jurisdiction over Consultant’s employees who are engaged in the Services, and employer’s liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.



- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**  
By: \_\_\_\_\_ Date: **7/22/2022**  
Name/Title: **Thomas P Lisi / Senior Project Manager**  
Address: **2640 12th St SW**  
**Cedar Rapids, IA 52404-3440**  
Phone: **(319) 366-8321** Fax: **(319) 366-0032**  
Email: **Tom.Lisi@terracon.com**

Client: **City of West Branch IA**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Adam Kofoed /**  
Address: **110 N Poplar St PO Box 218**  
**West Branch, IA 52358-7600**  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: **adam@westbranchiowa.org**



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> August 1, 2022
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<b>AGENDA ITEM:</b> Kaeser Property
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<b>PREPARED BY:</b> Adam Kofoed, City Administrator
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<b>DATE:</b> July 25, 2022
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### **BACKGROUND:**

Staff is seeking approval to direct City Attorney, Kevin Olson, to prepare a deed for Kent Kaeser's property.

The property is old railroad right of way that somehow got placed in Kent's possession but did not get transferred to Kathy Worrell's when she purchased Kent's home. The parcel is sandwiched between four different city owned parcels.

Mr. Kaeser is asking that he will give the land to the city as long as our attorney writes the deed. Staff is seeking council's approval to write a deed and accept the legal deed in a resolution.







## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> August 1, 2022
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<b>AGENDA ITEM:</b> West Branch Property Tax Rates
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<b>PREPARED BY:</b> Adam Kofoed, City Administrator
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<b>DATE:</b> July 25, 2022
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### **BACKGROUND:**

Colton Miller asked for some research on property taxes.

The median peer community property tax rate is \$13.425, West Branch is currently at \$13.34 this budget year. With the additional \$0.91 estimate of the new CIP bond, West Branch would sit at \$14.25 which is roughly a \$47 increase for a home valued at \$100,000.

The following page has more research.

## FY 22 Peer Communities

Town	Population	City Tax Rate	Median	2080	13.425
Ackley	1589	18.65			
Audubon	2176	20.63			
Bellevue	2191	11.91			
Center Point	2421	14.25			
Colfax	2093	15.85			
Columbus Junction	1899	12.39			
Coralville	18910	14.28			
Durant	1832	14.81			
Ely	1776	8.1			
Fairfax	2123	11			
Greenfield	1982	14			
Hills	700	8.09			
Ida Grove	2142	14.22			
Iowa City	67862	15.67			
Kalona	2363	10.59			
Lone Tree	1300	8.25			
Mechanicsville	1146	13.24			
Monroe	1830	12.5			
Mount Vernon	4506	13			
North Liberty	6689	11.52			
Ogden	2044	14.45			
Parkersburg	1870	13.27			
Postville	2227	14.96			
Prairie City	1680	11.11			
Sigourney	2059	14.5			
Solon	2037	10.92			
Tiffin	1947	11.8			
Tipton	3221	14.72			
Toledo	2341	17			
Wapello	2067	14.24			
West Branch	2322	13.34			
Wilton	2830	13.55			



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> August 1, 2022
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<b>AGENDA ITEM:</b> West Branch Water Rates
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<b>PREPARED BY:</b> Adam Kofoed, City Administrator
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<b>DATE:</b> July 25, 2022
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### **BACKGROUND:**

Council wanted to discuss water rates after the last CIP worksession.

### **92.02 RATES FOR SERVICE.**

Water service shall be furnished at the following monthly rates within the City:

*(Code of Iowa, Sec. 384.84)*

1. \$7.79 per 1,000 gallons, with a 1,700 gallon minimum.

### **92.03 RATES OUTSIDE THE CITY.**

Water service shall be provided to any customer located outside the corporate limits of the City which the City has agreed to serve at rates 200 percent of the rates provided in Section [92.02](#). No such customer, however, will be served unless the customer shall have signed a service contract agreeing to be bound by the ordinances, rules, and regulations applying to water service established by the Council.



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> August 1, 2022
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<b>AGENDA ITEM:</b> West Branch Anniversary Dates
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<b>PREPARED BY:</b> Adam Kofoed, City Administrator
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<b>DATE:</b> July 25, 2022
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### **BACKGROUND:**

City Administrator Adam Kofoed is seeking feedback from council before establishing a handbook policy. Administrator Muckler gave out plaques at year ten and Administrator Jones did not do anything.

There seems to be lack of clarity among employees on what the city council honors for recognition. Some other employees would prefer something other than a plaque such as a thank you meal/card.

Here are the two recommendations from City Administrator:

1. Do nothing
2. Every 10 years an acrylic plaque is given or an equal value gift card for a meal is given. For permanent part- and full-time employees.

We have three employees who have reached the ten-year mark and were not recognized. Any feedback would be helpful for consistency and a policy, if needed.