



CITY COUNCIL MEETING
MONDAY, JUNE 5, 2023 - 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 May 15, 2023 City Council meeting.
 - b. Approve a Premise Update for Eldr, LLC to include The Lively on the Lane, located at 3 Ember Lane (formerly Birdie's Restaurant), West Branch.
 - c. Approve a Special Class C Retail Alcohol (5 day) license for Hazelhasky LLC dba Herb & Lou's for West Branch Main Street's Kickoff to Summer event on June 10, 2023.
 - d. Approve Cigarette Permit Renewals for FY24
 - e. Approve a West Branch Fire Department appointment – Eric Lewis
 - f. Approve the March Monthly Financial Report
 - g. Claims for 6/5/2023
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
 - a. **Third Reading of Ordinance 802** - Amending the Code of Ordinances of The City of West Branch, Iowa, by Amending provisions pertaining to No Parking Zones. / Move to action.
 - b. **Second Reading of Ordinance 803** – Amending Chapter 92 Titled “Water Rates” of the Code of Ordinances of the City of West Branch, Iowa. / Move to action.
 - c. **Resolution 2023-54** – Amending the Pay Scale for permanent full-time employees. / Move to action.
 - d. **Resolution 2023-55** –Setting salaries for appointed officials and employees of the City of West Branch, Iowa for FY24. /Move to action.
 - e. **Resolution 2023-56** – Approve Pay Estimate Number 1 in the amount of \$41,325.00 to Lynch Excavating, Inc. for the Eastside Water Main Replacement Project. / Move to action.
 - f. **Resolution 2023-57** – Approving 28E Agreements between the City of West Branch, Iowa and the Boards of Trustees of Cass, Gower, Graham, Iowa, Scott and Springdale Townships for the purposes of fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials. / Move to action.
 - g. **Resolution 2023-58** - Approving the City of West Branch Fiscal Management Policies. / Move to action.
 - h. **Resolution 2023-59** – Approving an Engineering Services Agreement with Veenstra & Kimm Inc., for construction administration services for the Eastside Water Main Replacement Project in an amount not to exceed \$88,600.00. / Move to action.
 - i. **Resolution 2023-60** – Approving an Engineering Services Agreement with Veenstra & Kimm Inc., for the 2024 Water Main Replacement Project in an amount not to exceed \$144,600. / Move to action.
 - j. **Resolution 2023-61** – Approving an Engineering Services Agreement with Veenstra & Kimm Inc., for the 2023 Bridge Inspection and Load Rating in an amount not to exceed \$4000.00. / Move to action.
 - k. **Resolution 2023-62** – Approving Pay Estimate Number 9 in the amount of \$468,052.07 to Boomerang Corp. for the Wastewater Treatment Facility Improvements Project. / Move to action.
 - l. **Resolution 2023-63** – Approving Change Order Number 2 in the amount of \$19,261.90 for the Wastewater Treatment Facility Improvements Project. / Move to action.
 - m. **Motion to accept** the resignation of Police Officer Lucas Moore. / Move to action.
9. Discussion – Regarding the City health and dental premium stipend (sponsored by Councilperson Tom Dean)

- 10. Discussion – Reconsider closing the south end of the alley located between 4th and 5th Street (sponsored by Councilperson Jodee Stoolman)
- 11. Discussion – Consider accepting a deed from 316 Beranek Drive
- 12. Discussion – Local Options Sales Tax Referendum
- 13. City Administrator Report
- 14. City Attorney Report
- 15. City Engineer Report
- 16. City Staff Reports
- 17. Comments from Mayor and Council Members
- 18. 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**

**May 15, 2023
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, Tom Dean and Jodee Stoolman. Absent: Nick Goodweiler. City Staff present: City Administrator Kofoed, City Clerk Brick, Finance Office Van Auken, Police Chief Hanna, Public Works Director Goodale, City Attorney Olson and City Engineer Schechinger. Staff attending via Zoom: Library Director Knoche.

APPROVE THE AGENDA

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

APPROVE CONSENT AGENDA

Approve minutes from the May 1, 2023 City Council meeting.

Approve a Class E Retail Alcohol License for Kum & Go LC, dba Kum & Go #254, 620 S. Downey St., West Branch.

Approve a Special Class C Retail Alcohol (BW) 5-day license for the West Branch Firefighters Inc.

Approve a Class B Retail Alcohol License for Parkside Petroleum, LLC. 401 Parkside Dr., West Branch.

Appoint Adrienne Howard to the Park & Recreation Commission, term expires 12/31/2024.

Approve Claims for 5/15/2023

EXPENDITURES	5/15/2023	
ACTION SEWER & SEPTIC	SEWER MAIN LINE REPAIR	412.50
AMAZON.COM	CONCESSION SUPPLIES	75.22
BARNHART'S CUSTOM SERVICES	BLACK DIRT FOR VARIOUS AREAS	265.00
BOWERS CUSTOM SERVICES	SAND	375.00
BROWN'S WEST BRANCH	VEHICLE REPAIR-POLICE	4,386.55
CAPITAL ONE	VARIOUS ITEMS-LIBRARY	155.82
CEDAR COUNTY COOPERATIVE	FUEL-PW	893.42
CROELL, INC.	SAND	164.16
DIRK WIENEKE	LAW CARE SERVICE-CUBBY, SOCCER	2,940.00
HOLIDAY INN DM	IMFOA LODGING	672.00
IMPACT7G INC	WIDENING WAPSI CREEK	2,940.00
IOWA ONE CALL	UTILITY LOCATION SERVICE	82.80
KANOPY	ON DEMAND VIDEO SERVICE	6.00
KIESLER POLICE SUPPLY	AMMUNITION	171.03
KOCH OFFICE GROUP	COPIER MAINTENANCE	169.96
LRS HOLDINGS	TRASH & RECYCLING APRIL 2023	17,259.75
MATT PARROTT	RECEIPT OF PROP FORMS-POLICE	280.00
MOORE, LUCAS	CONFERENCE REIMBURSEMENT	153.34
MOPPY MO'S LLC	JANATORIAL SERVICE-LIBRARY	455.00
OLSON, KEVIN	LEGAL SERVICES MAY 2023	1,500.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	5.48
PARKSIDE SERVICE	MOWER TIRE REPAIR	45.32
PROTECT YOUTH SPORTS	BACKGROUND CHECKS	54.00
QC ANALYTICAL SERVICES	LAB ANALYSIS	831.75
ROBERT PRATT & MINDY KRAUS	BLDG INCENTIVE PAYMENT	864.07
STATE HYGIENIC LAB	LAB ANALYSIS	60.50
STEVENS EROSION CONTROL	SOD REPAIRS	1,345.00
THE NORTHWAY CORPORATION	WATER PLANT PUMP REPAIR	8,521.13
WEST BRANCH TIMES	PUBLICATIONS, SUBSCRIPTION	793.74
WESTRUM LEAK DETECTION	2023 LEAK DETECTION SURVEY	1,500.00
ZACK MURDOCK	CONFERENCE REIMBURSEMENT	1,384.94
TOTAL		48,763.48
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	5/12/2023	49,754.99
PAID BETWEEN MEETINGS		

ALLIANT ENERGY	ALLIANT ENERGY	10,216.37
AMAZON.COM	VARIOUS PURCHASES	327.63
BAKER & TAYLOR	BOOKS	950.47
LINN COUNTY REC	STREET LIGHTS	232.38
QUILL CORP	OFFICE, BLDG. SUPPLIES	15.94
WEX BANK	VEHICLE FUEL	1,501.34
GLOBAL PAYMENTS	APRIL CREDIT CARD FEES	922.84
VARIOUS VENDORS	UB REFUNDS	104.82
BOOMERANG	WW TREATMENT PAY ESTIMATE 8	522,618.05
AMAZON.COM	PROGRAM SUPPLIES-LIBRARY	13.83
AT&T MOBILITY	WIRELESS SERVICE	364.52
CEDAR CO SHERIFF'S OFFICE	SERVICE & CONDEMNATION FEES	2,166.04
STATE INDUSTRIAL PRODUCTS	CHEMICALS	214.84
SISCO	INSURANCE	11,000.69
METLIFE	INSURANCE	1,398.70
TOTAL		552,048.46
GRAND TOTAL EXPENDITURES		650,566.93
FUND TOTALS		
001 GENERAL FUND	61,585.70	
022 CIVIC CENTER	352.83	
031 LIBRARY	6884.58	
110 ROAD USE TAX	8,847.50	
112 TRUST AND AGENCY	18,796.05	
321 WIDENING WAPSI CREEK	5,004.79	
324 WW TREATMT FACILITY	522,618.05	
600 WATER FUND	18,007.70	
610 SEWER FUND	8,469.73	
GRAND FUND TOTAL	650,566.93	

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM - NONE

PUBLIC HEARING / NON-CONSENT AGENDA

Second Reading of Ordinance 802 - Amending the Code of Ordinances of The City of West Branch, Iowa, by Amending provisions pertaining to No Parking Zones. / Move to action.

There were no comments.

Motion by Sexton, second by Miller to approve second reading of Ordinance 802. AYES: Sexton, Miller, Stoolman, Dean. NAYS: None. Absent: Nick Goodweiler. Motion carried.

First Reading of Ordinance 803 – Amending Chapter 92 Titled “Water Rates” of the Code of Ordinances of the City of West Branch, Iowa. / Move to action.

The proposed rate increase reflects a twenty-five percent increase effective with the August 2023 billing, then a two percent annual increase each year to absorb future maintenance costs. The initial increase is to help pay for the Eastside Water Main Project that started a few weeks ago. The City will obtain a General Obligation Loan to fund this project and two others. Sexton asked if the City ever billed by hundred gallons instead of thousands so that users were paying for the water they used each month rather than waiting until the hundred roll-overs. Goodale said the water meters would need to be re-programmed for that to happen which could be quite a time-consuming process.

Motion by Dean, second by Sexton to approve first reading of Ordinance 803. AYES: Dean, Sexton, Miller, Stoolman. NAYS: None. Absent: Nick Goodweiler. Motion carried.

Public Hearing – Amending the current Budget for Fiscal Year ending June 30, 2023.

Laughlin opened the public hearing at 7:15p.m. There were no public comments. Laughlin closed the public hearing at 7:16 p.m.

Resolution 2023-46 – Approving amending the current budget for the fiscal year ending June 30, 2023. / Move to action.

Finance Officer Van Auken answered questions from the Council on why the budget required to be amended for salaries and other unplanned expenses for FY23 in several departments. Van Auken explained that a miscalculation in salaries was made (by Administration) and that when she discovered it in August, alerted Kofoed immediately. Stoolman asked when the Director's were made aware of the issue. Kofoed could not confirm but thought it was during the FY24 budget season. In addition to amending the FY23 budget for salaries, the purchase of the new fire truck was not budgeted in FY23 but purchased anyway due to a significant discount received for purchasing in 2023. Kofoed said he had also mis budgeted Main Street West Branch (formerly CDG) dues by seven thousand dollars. Van Auken explained the remaining items and the Council had no other questions. The Mayor acknowledged that both Van Auken and Kofoed were still 'green' in their positions and that these things will occur from time to time.

Motion by Sexton, second by Miller to approve Resolution 2023-46. AYES: Sexton, Miller, Dean, Stoolman. NAYS: None. Absent: Nick Goodweiler. Motion carried.

Public Hearing – on proposal to enter into a General Obligation Loan Agreement.

Laughlin opened the public hearing at 7:41 p.m. There were no public comments. Laughlin closed the public hearing at 7:42 p.m.

Resolution 2023-47 – Taking additional action on proposal to enter into a General Obligation Loan Agreement. / Move to action.

Laughlin recapped that the General Obligation Loan will pay for the Eastside Water Main project, Herbert Hoover Highway Roundabout and Wapsi Creek Widening projects. Sexton asked what would happen if what they borrowed was not enough. Schechinger explained that a cushion was intentionally added to the total loan amount and that the Wapsi Creek Project could be scaled back if needed.

Motion by Miller, second by Dean to approve Resolution 2023-47. AYES: Miller, Dean, Stoolman, Sexton. NAYS: None. Absent: Nick Goodweiler. Motion carried.

Resolution 2023-48 - Approving the designation of the State and Local Fiscal Recovery Funds for the City of West Branch. / Move to action.

Van Auken proposed that ARPA funds be used for the Waste Water Treatment Facility project so that the money could be expended as soon as possible. The Council had no issues with her proposal.

Motion by Dean, second by Sexton to approve Resolution 2023-48. AYES: Dean, Sexton, Stoolman, Miller. NAYS: None. Absent: Nick Goodweiler. Motion carried.

Resolution 2023-49 - Authorizing the Transfer of Funds. / Move to action.

Van Auken explained that transferring of funds is an annual process of moving funds from one to another to keep them 'positive'. The Council had no comments.

Motion by Miller, second by Dean to approve Resolution 2023-49. AYES: Miller, Dean, Stoolman, Sexton. NAYS: None. Absent: Nick Goodweiler. Motion carried.

Resolution 2023-50 – Approving Pay Estimate #1 in the amount of \$392,074.29 to Central Excavating Inc. for the I-80 Utility Relocation Project. / Move to action.

Schechinger said that the pay estimate is for stored materials and added that half of those materials have now been installed since receiving the pay estimate. He said the project is moving along quickly. Stoolman questioned if the payment is reimbursable from IDOT and Schechinger confirmed that it is.

Motion by Miller, second by Sexton to approve Resolution 2023-50. AYES: Miller, Sexton, Stoolman, Dean. NAYS: None. Absent: Nick Goodweiler. Motion carried.

Resolution 2023-51 – Approving Reimbursement Request Number 1 in the amount of \$54,668.66 to Johnson County Treasurer for the Herbert Hoover Highway Roundabout Project. / Move to action.

Schechinger said this first reimbursement request is for design engineering of the project. The Council had no comments.

Motion by Miller, second by Dean to approve Resolution 2023-51. AYES: Miller, Dean, Sexton, Stoolman. NAYS: None. Absent: Nick Goodweiler. Motion carried.

Resolution 2023-52 – Approving Change Order #2 for the Herbert Hoover Highway Roundabout Project in the amount of \$23,718.70. / Move to action.

Schechinger said the change order represents the City’s request to extend Cedar-Johnson Rd to just past the intersection of the proposed cul de sac in The Meadow’s Part 3 that is being developed. Schechinger said preliminary estimates were around thirty-six thousand dollars and that this was an unexpected savings.

Motion by Sexton, second by Miller to approve Resolution 2023-52. AYES: Sexton, Miller, Stoolman, Dean. NAYS: None. Absent: Nick Goodweiler. Motion carried.

Resolution 2023-53 - Approving various contracts for Hoover's Hometown Days 2023 in the amount of \$2,375.00. / Move to action.

Motion by Dean, second by Miller to approve Resolution 2023-53. AYES: Dean, Miller, Sexton, Stoolman. NAYS: None. Absent: Nick Goodweiler. Motion carried.

CITY ADMINISTRATOR REPORT

Kofoed said that he has read that there are many issues in municipalities around the country which is leading to civil discourse. He thanked the Council for remaining civil, committed and professional to their role as Council members.

CITY ATTORNEY REPORT

Olson said the judge on the Green Street nuisance property has asked the lender how much is owed on the property which is a sign that a sheriff’s sale is getting close.

CITY ENGINEER REPORT

Schechinger gave a few updates current city projects in progress but noted nothing of the concerning nature.

STAFF REPORTS - None

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Laughlin asked Goodale when the Greenview Drive connection would be completed. Currently, the section that connects Greenview Drive to Greenview Circle is gravel. Goodale said he did not know when Pelling would be there as he had not heard from them regarding their schedule.

Dean gave a shout out to Public Works for getting the city streets and cemetery cleaned up quickly after last week’s storm. Dean also asked to sponsor an agenda discussion item for the next regular meeting regarding the health insurance stipend that employees can opt for if they have other insurance.

Stoolman said she doesn’t want the city to replace the alley apron between 4th and 5th Street as part of the Eastside Water Main project. She declared the alley a nuisance and would like to reopen the discussion of closing the south entrance of the alley at the next meeting.

ADJOURNMENT

Motion to adjourn by Miller, second by Stoolman. Motion carried on a voice vote. City Council meeting adjourned at 8:18 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Motion to approve a Liquor License “Premise Update” for Eldr, LLC to include The Lively on the Lane, located at 3 Ember Lane, West Branch.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 16, 2023
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BACKGROUND:

Eldr, LLC will be leasing the restaurant space (formerly known as Birdie’s) at 3 Ember Lane, West Branch. In order to cover both Little Lights on the Lane and The Lively on the Lane under the current liquor license, Iowa ABD requires a ‘premise update’.

Eldr LLC (Erin Morrison-Vincent) has submitted the appropriate paperwork required by ABD for this change.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Approve a Special Class C Retail Alcohol (5 day) license, for Hazelhasky LLC dba Herb & Lou's for West Branch Main Street's Kickoff to Summer Event on June 10, 2023.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 16, 2023
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BACKGROUND:

Main Street West Branch is sponsoring their annual Kickoff to Summer event June 9th and 10th, 2023. On June 10th, there will be a concert and street dance on the 100 block of North Downey St.

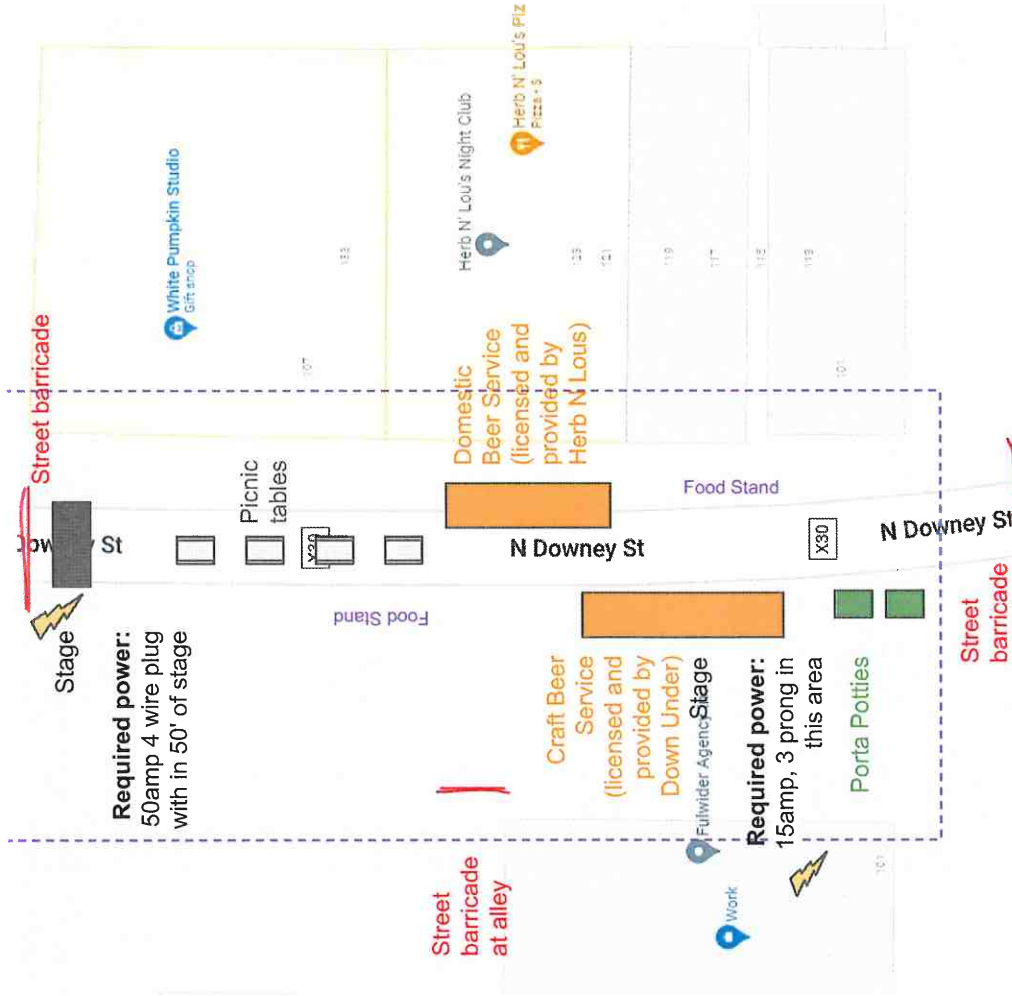
Herb & Lou's has applied for a 5-day license (which is an ABD requirement) to sell and serve beer in the closed off area during the street dance only.

Proposed Site Plan

Kickoff to Summer
Outdoor Concert
June 10, 2023

Needed from City Staff:

- Confirmed access to working power (50amp, 4 wire plug within 50 feet of stage. And 15 amp, 3 prong plug for DU area)
- Picnic Tables & Trash Cans dropped near the area on Friday (volunteers will move to street area Sat)
- Street Barricades
- Possibly borrow a few tables/chairs from Town Hall
- Pop up tents if rain is forecasted





REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM: Approve Cigarette Permit Renewals for FY24
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PREPARED BY: City Clerk, Leslie Brick
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DATE: May 17, 2023

BACKGROUND:

Approve FY24 Cigarette Permit renewals for:

- Kum & Go LC dba Kum & Go #254 – 620 S. Downey St., West Branch
- Casey's Marketing Company, dba Casey's #3463 – 615 S. Downey St., West Branch
- Parkside Petroleum, LLC dba Parkside BP – 401 Parkside Dr., West Branch
- Rashika LLC dba Jack & Jill Store – 115 E Main St., West Branch

Renewals effective July 1, 2023 to June 30, 2024.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM: Approve a West Branch Fire Department appointment - Eric Lewis
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PREPARED BY: City Clerk, Leslie Brick
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DATE: May 23, 2023

BACKGROUND:

The West Branch Fire Department approved Eric Lewis to be a fire fighter at their May 10, 2023 meeting.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM: Motion to approve the March Monthly Financial Report
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PREPARED BY: Heidi Van Auken, Finance Officer
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DATE: May 16, 2023

SUMMARY:

Monthly Financial Report: This report includes revenue, investments, expenditures, and balances for the month of March 2023.

BANK TO BOOK RECONCILIATION				
3/31/2023				
BANK BALANCE @				
	CASH - FIDELITY BANK & TRUST			\$ 5,930,588.05
	CASH - FIDELITY BANK & TRUST - PERPETUAL CARE FUND			\$ 31,950.60
	SUB TOTAL			\$ 5,962,538.65
ADD:	CD'S:	Bank/CD #	Maturity Date	
	ENLOW BUILDING CD	LIBERTY SAVINGS-10447	5/2/2023	\$ 11,196.32
	CEMETERY PERPETUAL CARE	HILLS BANK-30282503	1/11/2024	\$ 98,746.50
	LIBRARY-HANSEN DONATION CD	GREENSTATE-1029 (Old 1025)	8/1/2023	\$ 56,588.17
	LIBRARY-KROUTH PRINCIPAL CD	GREENSTATE-1030 (Old 1026)	9/2/2023	\$ 52,183.37
	LIBRARY-KROUTH INTEREST CD	GREENSTATE-1031 (Old 1027)	9/2/2023	\$ 24,463.12
	GEN FUND-STREETSCAPE-ACCIONA DONATION CD	GREENSTATE-1033 (Old 1028)	12/6/2024	\$ 7,123.86
	SAVINGS ACCOUNTS			
	GENERAL FUND SAVINGS	GREENSTATE-0001		\$ 5.00
	LIBRARY - KROUTH INTEREST	FIDELITY-SAVINGS ACCOUNT		\$ 8,518.05
	LIBRARY - M GRAY SAVINGS	FIDELITY-SAVINGS ACCOUNT		\$ 16,345.05
	TOTAL CD'S & SAVINGS ACCOUNTS			\$ 275,169.44
	SUB TOTAL			\$ 6,237,708.09
	O/S DEPOSITS			\$ -
LESS:	O/S CREDIT CARD			\$ -
LESS:	O/S CHECKS			\$ 44,330.66
	ENDING BOOK BALANCE			\$ 6,193,377.43
	NON-RECONCILIATION ITEM-CUBBY PARK CONCESSIONS			\$ 600.00

CLERK'S REPORT FOR THE MONTH OF MARCH 2023									
DESCRIPTION	CHECKING	INVESTMENT	BEGINNING BALANCE	RECEIPTS	TRANSFER IN	DISBURSED	TRANSFER OUT	NET CHANGE LIABILITIES	CLERK'S BALANCE
GENERAL									
*(001) GENERAL OPERATING FUND	\$ 969,432.51	\$ 5.00	\$ 969,437.51	\$ 102,716.24		\$ 123,838.40			\$ 948,315.35
** FIRE APPARATUS RESERVE	\$ 573,415.80	\$ -	\$ 573,415.80						\$ 573,415.80
POLICE APPARATUS RESERVE	\$ 109,530.35	\$ -	\$ 109,530.35						\$ 109,530.35
PARK & RECREATION RESERVE	\$ 17,340.39	\$ -	\$ 17,340.39						\$ 17,340.39
PUBLIC WORKS RESERVE	\$ 11,030.00	\$ -	\$ 11,030.00						\$ 11,030.00
CEMETERY BLDG/EQUIP INVESTMENT	\$ -	\$ -	\$ -						\$ -
SIGNS-ACCIONA DTN INVESTMENT	\$ -	\$ 7,041.90	\$ 7,041.90	\$ 81.96					\$ 7,123.86
PARK EQUIPMENT/RESERVE	\$ 8,000.00	\$ -	\$ 8,000.00						\$ 8,000.00
(022) CIVIC CENTER	\$ 39,764.74	\$ -	\$ 39,764.74	\$ 1,702.86		\$ 929.78			\$ 40,537.82
(027) MEMORIAL GARDEN PROJECT	\$ 414.00	\$ -	\$ 414.00						\$ 414.00
(028) SPLASH PAD RESERVE	\$ 100.00	\$ -	\$ 100.00						\$ 100.00
(031) LIBRARY	\$ (139,042.82)	\$ 92,170.01	\$ (46,872.81)	\$ 1,023.48		\$ 22,401.38			\$ (68,250.71)
(036) TORT LIABILITY	\$ (15,480.61)	\$ -	\$ (15,480.61)	\$ 4,296.95					\$ (11,183.66)
SPECIAL REVENUE									
(110) ROAD USE TAX	\$ 121,520.51	\$ -	\$ 121,520.51	\$ 16,644.64		\$ 31,340.63			\$ 106,824.52
(112) TRUST & AGENCY (EMPLOYEE BENEFITS)	\$ 256,792.20	\$ -	\$ 256,792.20	\$ 21,676.30		\$ 29,985.37			\$ 248,483.13
(119) EMERGENCY TAX FUND	\$ 26,265.74	\$ -	\$ 26,265.74	\$ 2,465.68					\$ 28,731.42
(121) LOCAL OPTION SALES TAX	\$ 475,593.22	\$ -	\$ 475,593.22	\$ 25,903.23					\$ 501,496.45
(125) TIF	\$ 333,051.86	\$ -	\$ 333,051.86	\$ 33,500.15					\$ 366,552.01
(126) TIF LMI MEADOWS PT 4	\$ -	\$ -	\$ 1,790.03	\$ 4.93					\$ 1,794.96
(160) REVOLVING LOAN FUND	\$ 137,082.45	\$ -	\$ 137,082.45						\$ 137,082.45
DEBT SERVICE									
(226) DEBT SERVICE	\$ 366,916.59	\$ -	\$ 366,916.59	\$ 17,280.52					\$ 384,197.11
CAPITAL PROJECTS									
(300) CAPITAL IMPROVEMENT RESERVE	\$ 96,716.38	\$ -	\$ 96,716.38	\$ 3,580.68					\$ 100,297.06
(302) ARPA NEU FUND	\$ 372,611.19	\$ -	\$ 372,611.19						\$ 372,611.19
(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	\$ 172,412.82	\$ -	\$ 172,412.82			\$ 150,000.00			\$ 22,412.82
(319) RELOCATION OF WATER & SEWER LINES	\$ (5,759.22)	\$ -	\$ (5,759.22)						\$ (5,759.22)
(321) WIDENING WAPSI CREEK @ BERANEK PARK	\$ 25,353.02	\$ -	\$ 25,353.02			\$ 20,364.00			\$ 4,989.02
(322) SPLASH PAD	\$ -	\$ -	\$ -						\$ -
(323) I-80 WEST, WATER MAIN RELOCATE	\$ (24,271.48)	\$ -	\$ (24,271.48)						\$ (24,271.48)
(324) WW TREATMT FAC IMP 2021	\$ 66,234.83	\$ -	\$ 66,234.83	\$ 179,156.38		\$ 165,391.21			\$ 80,000.00
(326) ROUNDABOUT MAIN & CEDAR	\$ (37,876.43)	\$ -	\$ (37,876.43)						\$ (37,876.43)
(327) SPONSORED WATER QUALITY IMPE 2021	\$ (20,000.00)	\$ -	\$ (20,000.00)						\$ (20,000.00)
(329) EASTSIDE WATER MAINS	\$ (28,677.26)	\$ -	\$ (28,677.26)			\$ 1,673.84			\$ (30,351.10)
PERMANENT									
(500) CEMETERY PERPETUAL FUND	\$ 31,950.60	\$ 98,254.69	\$ 130,205.29	\$ 491.81					\$ 130,697.10
(501) KROUTH PRINCIPAL FUND	\$ -	\$ 51,769.41	\$ 51,769.41	\$ 428.26					\$ 52,197.67
(502) KROUTH INTEREST FUND	\$ -	\$ 24,263.30	\$ 24,263.30	\$ 199.82					\$ 24,463.12
ENTERPRISE									
(600) WATER FUND	\$ 341,482.66	\$ -	\$ 341,482.66	\$ 46,467.74		\$ 21,807.97	\$ 5,079.17		\$ 361,063.26
(603) WATER SINKING FUND	\$ 43,557.53	\$ -	\$ 43,557.53	\$ -	\$ 5,079.17				\$ 48,636.70
(610) SEWER FUND	\$ 725,447.09	\$ -	\$ 725,447.09	\$ 74,056.32		\$ 15,392.85	\$ 36,439.98		\$ 747,670.58
(611) SEWER FUND SPECIAL	\$ 734,054.89	\$ -	\$ 734,054.89	\$ -	\$ 36,439.98				\$ 770,494.87
(614) WASTEWATER LIFT STATION	\$ -	\$ -	\$ -						\$ -
(740) STORM WATER UTILITY	\$ 160,779.57	\$ -	\$ 160,779.57	\$ 5,753.54					\$ 166,533.11
(950) BC/BS FLEXIBLE BENEFIT	\$ (6,793.29)	\$ -	\$ (6,793.29)						\$ (6,793.29)
TOTAL	\$ 5,963,777.03	\$ 273,504.31	\$ 6,239,071.37	\$ 537,431.49	\$ 41,519.15	\$ 583,125.43	\$ 41,519.15	\$ -	\$ 6,193,377.43
O/S CHECKS			\$16,909.55						\$44,330.66
O/S DEPOSIT			\$1,085.42						\$0.00
O/S CREDIT CARD			\$45.00						\$0.00
BANK STATEMENT BALANCE			\$6,255,935.92						\$6,237,708.09

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: MARCH 31ST, 2023

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	1,695,795.95	102,798.20	123,838.40	1,674,755.75	0.00	0.00	1,674,755.75
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	39,764.74	1,702.86	929.78	40,537.82	0.00	0.00	40,537.82
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	414.00	0.00	0.00	414.00	0.00	0.00	414.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	(46,872.81)	1,023.48	22,401.38	(68,250.71)	0.00	0.00	(68,250.71)
036-TORT LIABILITY	(15,480.61)	4,296.95	0.00	(11,183.66)	0.00	0.00	(11,183.66)
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	121,520.51	16,644.64	31,340.63	106,824.52	0.00	0.00	106,824.52
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	256,792.20	21,676.30	29,985.37	248,483.13	0.00	0.00	248,483.13
119-EMERGENCY TAX FUND	26,265.74	2,465.68	0.00	28,731.42	0.00	0.00	28,731.42
121-OPTION TAX	475,593.22	25,903.23	0.00	501,496.45	0.00	0.00	501,496.45
125-T I F	333,051.86	33,500.15	0.00	366,552.01	0.00	0.00	366,552.01
126-TIF LMI MEADOWS PT 4	1,790.03	4.93	0.00	1,794.96	0.00	0.00	1,794.96
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	366,916.59	17,280.52	0.00	384,197.11	0.00	0.00	384,197.11
300-CAPITAL IMPROV. RESERVE	96,716.38	3,580.68	0.00	100,297.06	0.00	0.00	100,297.06
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	372,611.19	0.00	0.00	372,611.19	0.00	0.00	372,611.19
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-W MAIN ST STORMWATER IMP	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	14,827.20	0.00	0.00	14,827.20	0.00	0.00	14,827.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	172,412.82	0.00	150,000.00	22,412.82	0.00	0.00	22,412.82
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	(5,759.22)	0.00	0.00	(5,759.22)	0.00	0.00	(5,759.22)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	25,353.02	0.00	20,364.00	4,989.02	0.00	0.00	4,989.02
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	66,234.83	179,156.38	165,391.21	80,000.00	0.00	0.00	80,000.00
326-ROUNDAABOUT MAIN & CEDAR-J	(37,876.43)	0.00	0.00	(37,876.43)	0.00	0.00	(37,876.43)
327-SPONS WATER QUAL IMP 2021	(20,000.00)	0.00	0.00	(20,000.00)	0.00	0.00	(20,000.00)

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: MARCH 31ST, 2023

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
328-GREENVIEW WATER MAIN NLOO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
329-EASTSIDE WATER MAINS (	28,677.26)	0.00	1,673.84	(30,351.10)	0.00	0.00	(30,351.10)
500-CEMETERY PERPETUAL FUND	130,205.29	491.81	0.00	130,697.10	0.00	0.00	130,697.10
501-KROUTH PRINCIPAL FUND	51,769.41	428.26	0.00	52,197.67	0.00	0.00	52,197.67
502-KROUTH INTEREST FUND	24,263.30	199.82	0.00	24,463.12	0.00	0.00	24,463.12
600-WATER FUND	341,482.66	46,467.74	26,887.14	361,063.26	0.00	0.00	361,063.26
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	43,557.53	5,079.17	0.00	48,636.70	0.00	0.00	48,636.70
610-SEWER FUND	725,447.09	74,056.32	51,832.83	747,670.58	0.00	0.00	747,670.58
611-SEWER FUND SPECIAL	734,054.89	36,439.98	0.00	770,494.87	0.00	0.00	770,494.87
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	160,779.57	5,753.54	0.00	166,533.11	0.00	0.00	166,533.11
950-BC/BS FLEXIBLE BENEFIT (	6,793.29)	0.00	0.00	(6,793.29)	0.00	0.00	(6,793.29)
GRAND TOTAL	6,239,071.37	578,950.64	624,644.58	6,193,377.43	0.00	0.00	6,193,377.43

*** END OF REPORT ***

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: MARCH 31ST, 2023

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	2,389,263.81	1,228,427.60	1,942,935.66	1,674,755.75	0.00	0.00	1,674,755.75
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	36,168.07	16,229.47	11,859.72	40,537.82	0.00	0.00	40,537.82
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	414.00	0.00	0.00	414.00	0.00	0.00	414.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	97,660.23	20,343.66	186,254.60	(68,250.71)	0.00	0.00	(68,250.71)
036-TORT LIABILITY	15,143.11	45,026.25	71,353.02	(11,183.66)	0.00	0.00	(11,183.66)
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	44,218.90	247,284.67	184,679.05	106,824.52	0.00	0.00	106,824.52
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	252,569.07	220,224.26	224,310.20	248,483.13	0.00	0.00	248,483.13
119-EMERGENCY TAX FUND	3,182.77	25,548.65	0.00	28,731.42	0.00	0.00	28,731.42
121-OPTION TAX	274,943.44	226,553.01	0.00	501,496.45	0.00	0.00	501,496.45
125-T I F	51,273.32	343,934.69	28,656.00	366,552.01	0.00	0.00	366,552.01
126-TIF LMI MEADOWS PT 4	0.00	1,794.96	0.00	1,794.96	0.00	0.00	1,794.96
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	269,477.96	178,458.10	63,738.95	384,197.11	0.00	0.00	384,197.11
300-CAPITAL IMPROV. RESERVE	63,193.27	37,103.79	0.00	100,297.06	0.00	0.00	100,297.06
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	186,305.59	0.00	372,611.19	0.00	0.00	372,611.19
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-W MAIN ST STORMWATER IMP	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	14,827.20	0.00	0.00	14,827.20	0.00	0.00	14,827.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	173,912.82	0.00	151,500.00	22,412.82	0.00	0.00	22,412.82
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	1,104.00	(5,759.22)	0.00	0.00	(5,759.22)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	94,080.20	0.00	89,091.18	4,989.02	0.00	0.00	4,989.02
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	(152,858.55)	4,220,867.40	3,988,008.85	80,000.00	0.00	0.00	80,000.00
326-ROUNDAABOUT MAIN & CEDAR-J	(21,393.55)	0.00	16,482.88	(37,876.43)	0.00	0.00	(37,876.43)
327-SPONS WATER QUAL IMP 2021	(20,000.00)	0.00	0.00	(20,000.00)	0.00	0.00	(20,000.00)

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: MARCH 31ST, 2023

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
328-GREENVIEW WATER MAIN NLOO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
329-EASTSIDE WATER MAINS	0.00	0.00	30,351.10	(30,351.10)	0.00	0.00	(30,351.10)
500-CEMETERY PERPETUAL FUND	127,472.86	3,224.24	0.00	130,697.10	0.00	0.00	130,697.10
501-KROUTH PRINCIPAL FUND	51,169.10	1,028.57	0.00	52,197.67	0.00	0.00	52,197.67
502-KROUTH INTEREST FUND	23,983.81	479.31	0.00	24,463.12	0.00	0.00	24,463.12
600-WATER FUND	196,476.68	495,551.82	330,965.24	361,063.26	0.00	0.00	361,063.26
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	5,105.42	45,712.53	2,181.25	48,636.70	0.00	0.00	48,636.70
610-SEWER FUND	513,988.98	694,386.58	460,704.98	747,670.58	0.00	0.00	747,670.58
611-SEWER FUND SPECIAL	459,860.14	324,464.86	13,830.13	770,494.87	0.00	0.00	770,494.87
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	134,916.82	50,256.29	18,640.00	166,533.11	0.00	0.00	166,533.11
950-BC/BS FLEXIBLE BENEFIT	(6,075.28)	0.00	718.01	(6,793.29)	0.00	0.00	(6,793.29)
GRAND TOTAL	5,397,535.95	8,613,206.30	7,817,364.82	6,193,377.43	0.00	0.00	6,193,377.43

*** END OF REPORT ***

PROGRAM EXPENDITURES FOR THE MONTH MARCH OF 2023

75.00%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
PUBLIC SAFETY					
POLICE DEPARTMENT					
GENERAL FUND	\$ 409,802.00	\$ 36,177.80	\$ 299,008.22	\$ 110,793.78	72.96%
TORT LIABILITY	\$ 13,326.00	\$ -	\$ 13,258.23	\$ 67.77	99.49%
TRUST & AGENCY	\$ 118,349.00	\$ 7,651.18	\$ 53,653.18	\$ 64,695.82	45.33%
FIRE DEPARTMENT					
GENERAL FUND	\$ 293,500.00	\$ 8,774.54	\$ 910,376.02	\$ (616,876.02)	310.18%
TORT LIABILITY	\$ 29,216.00	\$ -	\$ 25,841.79	\$ 3,374.21	88.45%
TRUST & AGENCY	\$ 12,950.00	\$ 1,066.35	\$ 13,117.59	\$ (167.59)	101.29%
ANIMAL CONTROL	\$ 3,000.00	\$ -	\$ 32.50	\$ 2,967.50	1.08%
BUILDING INSPECTIONS	\$ 21,077.00	\$ 4,026.87	\$ 30,185.69	\$ (9,108.69)	143.22%
TORT LIABILITY	\$ 190.00	\$ -	\$ 167.99	\$ 22.01	88.42%
TRUST & AGENCY	\$ 2,400.00	\$ 994.67	\$ 7,147.64	\$ (4,747.64)	297.82%
TOTAL PUBLIC SAFETY	\$ 903,810.00	\$ 58,691.41	\$ 1,352,788.85	\$ (448,978.85)	149.68%
PUBLIC WORKS					
ROADS & STREETS					
GENERAL FUND	\$ 51,508.00	\$ 2,622.29	\$ 49,225.65	\$ 2,282.35	95.57%
TORT LIABILITY	\$ 15,002.00	\$ -	\$ 13,620.50	\$ 1,381.50	90.79%
ROAD USE TAX FUND	\$ 317,355.00	\$ 31,340.63	\$ 184,679.05	\$ 132,675.95	58.19%
TRUST & AGENCY	\$ 55,371.00	\$ 4,621.04	\$ 32,567.03	\$ 22,803.97	58.82%
STREET LIGHTING - GENERAL FUND	\$ 45,477.00	\$ 2,881.84	\$ 27,468.06	\$ 18,008.94	60.40%
SOLID WASTE - GENERAL FUND	\$ 212,447.00	\$ 17,482.25	\$ 171,760.31	\$ 40,686.69	80.85%
TOTAL PUBLIC WORKS	\$ 697,160.00	\$ 58,948.05	\$ 479,320.60	\$ 217,839.40	68.75%
TOTAL HEALTH & SOCIAL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CULTURE & RECREATION					
LIBRARY					
GENERAL FUND	\$ 226,587.00	\$ 22,401.38	\$ 186,254.60	\$ 40,332.40	82.20%
TORT LIABILITY	\$ 4,885.00	\$ -	\$ 4,830.06	\$ 54.94	98.88%
TRUST & AGENCY	\$ 56,035.00	\$ 4,026.95	\$ 29,017.27	\$ 27,017.73	51.78%
PARKS & RECREATION				\$ -	
GENERAL FUND	\$ 223,546.00	\$ 23,678.57	\$ 143,000.50	\$ 80,545.50	63.97%
TORT LIABILITY	\$ 6,585.00	\$ -	\$ 6,058.08	\$ 526.92	92.00%
TRUST & AGENCY	\$ 38,361.00	\$ 4,920.27	\$ 28,674.81	\$ 9,686.19	74.75%
CEMETERY					

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
GENERAL FUND	\$ 61,028.00	\$ 6,574.13	\$ 49,701.98	\$ 11,326.02	81.44%
TORT LIABILITY	\$ 2,228.00	\$ -	\$ 1,936.85	\$ 291.15	86.93%
TRUST & AGENCY	\$ 10,891.00	\$ 1,368.17	\$ 8,526.83	\$ 2,364.17	78.29%
CIVIC CENTER				\$ -	
GENERAL FUND	\$ 19,975.00	\$ 929.78	\$ 11,859.72	\$ 8,115.28	59.37%
TRUST & AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY & CULTURAL DEV. (HHTD)	\$ 62,225.00	\$ 19.15	\$ 49,922.26	\$ 12,302.74	80.23%
LOCAL CABLE ACCESS				\$ -	
GENERAL FUND	\$ 19,244.00	\$ 1,678.11	\$ 12,231.37	\$ 7,012.63	63.56%
TRUST & AGENCY	\$ -	\$ 252.61	\$ 1,685.09	\$ (1,685.09)	#DIV/0!
TOTAL CULTURE & RECREATION	\$ 731,590.00	\$ 65,849.12	\$ 533,699.42	\$ 197,890.58	72.95%
COMMUNITY & ECONOMIC DEV.					
ECONOMIC DEVELOPMENT	\$ 67,159.00	\$ 952.62	\$ 47,406.68	\$ 19,752.32	70.59%
PLANNING & ZONING	\$ 29,383.00	\$ 696.50	\$ 5,724.76	\$ 23,658.24	19.48%
REVOLVING LOAN FUND	\$ -	\$ -	\$ -	\$ -	
TIF DEBT SERVICE	\$ 77,268.00	\$ -	\$ 28,656.00	\$ 48,612.00	37.09%
TOTAL COMMUNITY & E.D.	\$ 173,810.00	\$ 1,649.12	\$ 81,787.44	\$ 92,022.56	47.06%
GENERAL GOVERNMENT					
MAYOR & COUNCIL					
GENERAL FUND	\$ 17,800.00	\$ 435.19	\$ 14,023.61	\$ 3,776.39	78.78%
TRUST & AGENCY	\$ 2,228.00	\$ 47.39	\$ 1,226.63	\$ 1,001.37	55.06%
CLERK & TREASURER					
GENERAL FUND	\$ 155,820.00	\$ 15,827.59	\$ 113,742.42	\$ 42,077.58	73.00%
TORT LIABILITY	\$ 6,066.00	\$ -	\$ 5,639.52	\$ 426.48	92.97%
TRUST & AGENCY	\$ 36,715.00	\$ 3,286.93	\$ 27,960.41	\$ 8,754.59	76.16%
LEGAL SERVICES	\$ 27,000.00	\$ 2,010.95	\$ 19,125.63	\$ 7,874.37	70.84%
TOTAL GENERAL GOVERNMENT	\$ 245,629.00	\$ 21,608.05	\$ 181,718.22	\$ 63,910.78	73.98%
GO DEBT SERVICE	\$ 1,439,005.00	\$ -	\$ 63,738.95	\$ 1,375,266.05	4.43%
CAPITAL PROJECTS					
ARPA FUNDED PROJECT	\$ 371,367.00	\$ -	\$ -	\$ 371,367.00	0.00%
DOWNTOWN EAST REDEVELOPMENT	\$ 160,000.00	\$ 150,000.00	\$ 151,500.00	\$ 8,500.00	94.69%
RELOCATING WATER & SEWER LINES	\$ 658,100.00	\$ -	\$ 1,104.00	\$ 656,996.00	0.17%
WIDENING WAPSI CREEK @ BERANEK	\$ 1,000,000.00	\$ 20,364.00	\$ 89,091.18	\$ 910,908.82	8.91%
WW TREATMENT FACILITY IMP 2021	\$ 7,000,000.00	\$ 165,391.21	\$ 3,988,008.85	\$ 3,011,991.15	56.97%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
ROUNABOUT MAIN & CEDAR	\$ 1,000,000.00	\$ -	\$ 16,482.88	\$ 983,517.12	1.65%
EASTSIDE WATER MAINS	\$ 1,000,000.00	\$ 1,673.84	\$ 30,351.10	\$ 969,648.90	3.04%
TOTAL CAPITAL PROJECTS	\$ 11,189,467.00	\$ 337,429.05	\$ 4,276,538.01	\$ 6,912,928.99	38.22%
BUSINESS TYPE ACTIVITIES					
WATER FUND	\$ 412,791.00	\$ 21,807.97	\$ 285,252.71	\$ 127,538.29	69.10%
TRUST & AGENCY		\$ 874.89	\$ 14,064.51	\$ (14,064.51)	#DIV/0!
WATER SINKING FUND	\$ 61,538.00	\$ -	\$ 2,181.25	\$ 59,356.75	3.54%
SEWER FUND	\$ 312,772.00	\$ 15,392.85	\$ 136,240.12	\$ 176,531.88	43.56%
TRUST & AGENCY	\$ -	\$ 874.92	\$ 6,669.21	\$ (6,669.21)	#DIV/0!
SEWER FUND SPECIAL	\$ -	\$ -	\$ 13,830.13	\$ (13,830.13)	#DIV/0!
STORM WATER UTILITY	\$ 50,960.00	\$ -	\$ 18,640.00	\$ 32,320.00	36.58%
TOTAL BUSINESS TYPE ACTIVITIES	\$ 838,061.00	\$ 38,950.63	\$ 476,877.93	\$ 361,183.07	56.90%
NON-DEPARTMENTAL TRANSFERS					
GENERAL FUND	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.00%
ROAD USE TAX	\$ -	\$ -	\$ -	\$ -	#DIV/0!
EMERGENCY TAX FUND	\$ 40,986.00	\$ -	\$ -	\$ 40,986.00	0.00%
LOCAL OPTION SALES TAX	\$ 287,310.00	\$ -	\$ -	\$ 287,310.00	0.00%
TIF	\$ 459,642.00	\$ -	\$ -	\$ 459,642.00	0.00%
WATER FUND	\$ 122,888.00	\$ 5,079.17	\$ 45,712.53	\$ 77,175.47	37.20%
SEWER FUND	\$ 335,995.00	\$ 36,439.98	\$ 324,464.86	\$ 11,530.14	96.57%
SEWER FUND SPECIAL	\$ -	\$ -	\$ -	\$ -	#DIV/0!
STORM WATER UTILITY	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	0.00%
BC/BS FLEXIBLE BENEFIT	\$ -	\$ -	\$ 718.01	\$ (718.01)	#DIV/0!
TOTAL NON-DEPARMENTAL TRANSFERS	\$ 1,386,821.00	\$ 41,519.15	\$ 370,895.40	\$ 1,015,925.60	26.74%
TOTAL FOR ALL FUNCTIONS	\$ 17,605,353.00	\$ 624,644.58	\$ 7,817,364.82	\$ 9,787,988.18	44.40%

CITY OF WEST BRANCH
EXPENDITURES BY ACTIVITY (UNAUDITED)
AS OF: MARCH 31ST, 2023

001-GENERAL FUND

75.00% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL NON-PROGRAM	1,386,821.00	41,519.15	370,895.40	26.74	1,015,925.60
TOTAL PUBLIC SAFETY	903,810.00	58,691.41	1,352,788.85	149.68 (	448,978.85)
TOTAL PUBLIC WORKS	697,160.00	58,948.05	479,320.60	68.75	217,839.40
TOTAL HEALTH & SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE & RECREATION	731,590.00	65,849.12	533,699.42	72.95	197,890.58
TOTAL COMMUNITY & ECON DEVELOP	173,810.00	1,649.12	81,787.44	47.06	92,022.56
TOTAL GENERAL GOVERNMENT	245,629.00	21,608.05	181,718.22	73.98	63,910.78
TOTAL DEBT SERVICE	1,439,005.00	0.00	63,738.95	4.43	1,375,266.05
TOTAL CAPITAL PROJECTS	11,189,467.00	337,429.05	4,276,538.01	38.22	6,912,928.99
TOTAL BUSINESS TYPE/ENTERPRISE	838,061.00	38,950.63	476,877.93	56.90	361,183.07
TOTAL EXPENDITURES	17,605,353.00	624,644.58	7,817,364.82	44.40	9,787,988.18



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM: Claims for June 5, 2023

PREPARED BY: Heidi Van Auken

DATE: May 30, 2023

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**6/5/2023**

AERO RENTAL INC	STUMP GRINDER RENTAL	379.50
BARNHART'S CUSTOM SERVICES	PUSH UP BRUSH PILE	320.00
CEDAR COUNTY COOPERATIVE	FUEL-PW	678.21
CHAUNCEY BUTLER POST 514	FLAGS	230.00
D&R PEST CONTROL	PEST CONTROL - LIBRARY	70.00
DIEMER, JULIA	BLDG INCENTIVE PAYMENT	1,994.90
GALLS, LLC	NON MARRING WEDGE	20.95
GRIEBAHN INDUSTRIES INC	NAME PLATES - P&R COMMISSION	46.00
HAZELHASKY LLC DBA HERB &	CONCESSION POPCORN	94.68
HEIDI VAN AUKEN	MILEAGE REIMBURSEMENT	24.89
IOWA ONE CALL	UTILITY LOCATION SERVICE	93.60
LORENZ, NANCY R ZMEK OR J	BLDG INCENTIVE PAYMENT	1,505.04
MARK D & AMBER KLEVEN	BLGD INCENTIVE PAYMENT	2,070.34
MUNICIPAL SUPPLY INC.	METER & READER HARDWARE	2,416.00
NEWTON, VINCENT	BLDG INCENTIVE PAYMENT	1,499.88
SCHIMBERG CO	FORCED MAIN VALVE REPLACEMENT	2,735.52
STATE INDUSTRIAL PRODUCTS	CHEMICALS	243.08
TUCKER, JAMIE	CONCESSION FOOD REIMBURSEMENT	33.98
TOTAL		14,456.57

**PAYROLL-WAGES, TAXES, EMPLOYEE
BENEFITS****5/26/2023****55,408.28****PAID BETWEEN MEETINGS**

METLIFE	INSURANCE	1,377.04
SISCO	INSURANCE	11,000.69
CENTRAL EXCAVATING	I80 E UTILITY RELOCATION PAY EST 1	392,074.29
SISCO	HEALTH CLAIMS 5/22/2023	320.47
AMAZON.COM	PROGRAM SUPPLIES	32.41
JOHN DEERE FINANCIAL	PRUNER, POLE, SUPPLIES	891.55
KOENIG, SASHA	UMPIRE - 3 GAMES	90.00
PITNEY BOWES	PRINTER RED INK-LIBRARY	63.90
THE GAZETTE	SUBSCRIPTION	462.80
PLUNKETT'S PEST CONTROL	PEST CONTROL: TH, CITY	105.90
QUILL CORP	BLDG SUPPLIES-CITY, TH	88.45
TYLER TECHNOLOGIES	FLEX SPEND/PSF SETUP	225.00
VERIZON WIRELESS	VERIZON WIRELESS	411.71
HAWKINS	CHEMICALS	3,219.64
LEAF CAPITAL FUNDING	COPIER LEASE-CITY OFFICE	491.00
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,539.95
MEDIACOM	CABLE SERVICE	41.90
JOHNSON CO TREASURER	ROUNDAABOUT REIMBURSEMENT 1	54,668.66
AMAZON.COM	MOVIE, GAME	88.96

CARRIE HOURIGAN	CLEANING SERVICES-LIBRARY	690.00
CEDAR CO COOP	FUEL-PW	749.99
LEAF CAPITAL FUNDING	COPIER LEASE-LIBRARY	156.22
OVERDRIVE	DIGITAL & AUDIO BOOKS	393.47
PIP PRINTING	BUSINESS CARDS-PW	98.38
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE-LIBRARY	200.00
SWANK MOTION PICTURES	SITE LICENSE MOVIES	104.00
US BANK CORP CARD	CREDIT CARD PURCHASES	1,861.79
SISCO	HEALTH CLAIMS 5/15/2023	84.00
AMAZON.COM	MEETING OWL, CLEANING SUPPLIES	1,189.26
BOUND TREE MEDICAL	MEDICAL SUPPLIES	412.78
CJ COOPER	FIRE DEPT DRUG TESTING	167.10
CULLIGAN WATER TECH	WATER SOFTENER SERVICE	29.99
FIVE STAR SHOP SERVICE	MINOR EQUIP-FIRE	2,125.65
HEIMAN FIRE EQUIP	BOOTS, FACESHIELD-FIRE	346.00
HY-VEE AR	CONCESSION SUPPLIES	1,186.19
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE-CITY	500.00
QUILL CORP	OFFICE & BLDG SUPPLIES	63.41
STRYKER SALES CORP	BATTERY REPLACEMENT	339.75
IA ALCOHOLIC BEV DIVISION	FIRE DEPT HHTD ALCOHOL LICENSE	24.38
TOTAL		477,916.68
GRAND TOTAL EXPENDITURES		547,781.53
FUND TOTALS		
001 GENERAL FUND		44,335.51
022 CIVIC CENTER		148.21
031 LIBRARY		7,335.41
110 ROAD USE TAX		9,057.38
112 TRUST AND AGENCY		22,543.76
319 RELOCATING WATER & SEWER		392,074.29
326 ROUNDABOUT MAIN & CEDAR		54,668.66
600 WATER FUND		10,401.84
610 SEWER FUND		7,216.47
GRAND FUND TOTAL		547,781.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	GALLS, LLC	NON MARRING WEDGE	20.95
			TOTAL:	20.95
ROADS AND STREETS	GENERAL FUND	BARNHART'S CUSTOM SERVICES LLC	PUSH UP BRUSH PILE	320.00
		AERO RENTAL INC	STUMP GRINDER RENTAL	379.50
			TOTAL:	699.50
PARK & RECREATION	GENERAL FUND	HAZELHASKY LLC DBA HERB & LOUS	CONCESSION POPCORN	94.68
		GRIEBAHN INDUSTRIES INC	NAME PLATES - P&R COMMISSI	46.00
		TUCKER, JAMIE	CONCESSION FOOD REIMBURSEM	33.98
			TOTAL:	174.66
COMM & CULTURAL DEVEL	GENERAL FUND	CHAUNCEY BUTLER POST 514	FLAGS	230.00
			TOTAL:	230.00
ECONOMIC DEVELOPMENT	GENERAL FUND	LORENZ, NANCY R ZMEK OR JON S	BLDG INCENTIVE PAYMENT	1,505.04
		MARK D & AMBER KLEVEN	BLGD INCENTIVE PAYMENT	2,070.34
		DIEMER, JULIA	BLDG INCENTIVE PAYMENT	1,994.90
		NEWTON, VINCENT	BLDG INCENTIVE PAYMENT	1,499.88
			TOTAL:	7,070.16
CLERK & TREASURER	GENERAL FUND	HEIDI VAN AUKEN	MILEAGE REIMBURSMENT	24.89
			TOTAL:	24.89
LIBRARY	LIBRARY	D&R PEST CONTROL	PEST CONTROL - LIBRARY	70.00
			TOTAL:	70.00
WATER OPERATING	WATER FUND	IOWA ONE CALL	UTILITY LOCATION SERVICE	46.80
		MUNICIPAL SUPPLY INC.	METER & READER HARDWARE	2,416.00
		CEDAR COUNTY COOPERATIVE	FUEL-PW	678.21
			TOTAL:	3,141.01
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	UTILITY LOCATION SERVICE	46.80
		STATE INDUSTRIAL PRODUCTS	CHEMICALS	243.08
		SCHIMBERG CO	FORCED MAIN VALVE REPLACEM	2,484.36
			FORCED MAIN VALCE REPLACEM	251.16
			TOTAL:	3,025.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
001	GENERAL FUND			8,220.16
031	LIBRARY			70.00
600	WATER FUND			3,141.01
610	SEWER FUND			3,025.40

GRAND TOTAL:				14,456.57



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Third Reading Ordinance 802 – Amending the Code of Ordinances of the City of West Branch Iowa by amending provisions pertaining to No Parking Zones.
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PREPARED BY:	Leslie Brick, City Clerk
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DATE:	May 16, 2023
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SUMMARY:

The purpose of the amendment is to organize city street names in alphabetical order, add new streets and update remove street names that are no longer valid.

ORDINANCE NO. 802

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA, BY AMENDING PROVISIONS PERTAINING TO NO PARKING ZONES

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

SECTION 1. SECTION MODIFIED. Section 69.08 of the Code of Ordinances of the City of West Branch, Iowa, is repealed and the following adopted in lieu thereof:

69.08 NO PARKING ZONES. No one shall stop, stand or park a vehicle in any of the following specifically 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.

(Code of Iowa, Sec. 321.236[1])

1. Numbered Street with no parking zones.
2. Streets beginning with “A” with no parking zones.
3. Streets beginning with “B” with no parking zones.
 - A. Baker Avenue. Either side of Baker Avenue in corporate City limits from Interstate 80 to south corporate limits.
 - B. Bickford Drive. The outer edge of Bickford Drive.
4. Streets beginning with “C” with no parking zones.
 - A. Cedar-Johnson Road. Both sides of Cedar-Johnson Road from its intersection with West Main Street to the northern City limits.
 - B. Cedar Street. The north side of Cedar Street.
 - C. Cedar Street. The south side of Cedar Street from the corner of South Second Street and Cedar Street, 56 feet to the west.
 - D. Cookson Drive. The south side of Cookson Drive.
 - E. Cookson Street. The north side of Cookson Street.
 - F. Council Street. Both sides of Council Street.
5. Streets beginning with “D” with no parking zones.
 - A. Dawson Drive. The west side of Dawson Drive from its intersection with West Main Street to a point 290 feet to the north.
 - B. Dawson Drive. The east side of Dawson Drive.
6. Streets beginning with “E” with no parking zones.
 - A. East College Street. The north side of East College Street that lies west of the College Street bridge.
 - B. East College Street. The south side of East College Street that lies east of the College Street bridge.
 - C. East Green Street. The south side of East Green Street that lies between North Fourth Street and North Sixth Street.

- D. East Main Street. Both sides of East Main Street from its intersection with North Fourth Street east to the City limits.
- E. East Orange Street. The south side of East Orange Street.
- F. Elm Street. The north side of Elm Street.
- G. Elm Street. The south side of Elm Street from its intersection with Parkside Drive to Chestnut Drive (private).
- H. Ember Lane. The north side of Ember Lane.
- 7. Streets beginning with “F” with no parking zones.
 - A. Fawcett Drive. Both sides of Fawcett Drive. (formerly 300th Street)
 - B. Foster Street. The west side of Foster Street.
- 8. Streets beginning with “G” with no parking zones.
 - A. Gilbert Drive. The west side of Gilbert Drive.
 - B. Greenview Drive. The west side of Greenview Drive from its intersection with West Orange Street north to Greenview Circle.
 - C. Greenview Drive. The north side of Greenview Drive beginning at the east property line of 5 Greenview Drive and extending west 320 feet.
- 9. Streets beginning with “H” with no parking zones.
 - A. Hilltop Drive. The north side of Hilltop Drive, 150 feet west of Pedersen Street and 280 feet west of Pedersen Street. This includes the hill and curve on Hilltop Drive.
 - B. Hilltop Drive. The south and west sides of Hilltop Drive from its intersection with Pedersen Street to its intersection with West Orange Street.
- 10. Streets beginning with “I” with no parking zones.
- 11. Streets beginning with “J” with no parking zones.
- 12. Streets beginning with “K” with no parking zones.
- 13. Streets beginning with “L” with no parking zones.
 - A. Lazy Brook Drive. The west side of Lazy Brook Drive.
- 14. Streets beginning with “M” with no parking zones.
- 15. Streets beginning with “N” with no parking zones.
 - A. North Fifth Street. The west side of North Fifth Street.
 - B. North First Street. The east side of North First Street that lies north of East Green Street.
 - C. North Fourth Street. The east side of North Fourth Street from East Main Street to the north City limits, and on the west side of North Fourth Street except in the following instances:
 - (1) The west side of North Fourth Street from the north curb line of East Main Street to a point north approximately 120 feet.

- (2) The west side of North Fourth Street from a point 115 feet to the north of the north curb line of the intersection of East College Street and North Fourth Street to the intersection of North Fourth Street and East Orange Street.
 - D. North Maple Street. Both sides of North Maple Street from the school property north to its intersection with West Orange Street.
 - E. North Maple Street. The west side of North Maple Street from its intersection with West Orange Street north to the cemetery entrance.
 - F. North Downey Street. The west side of North Downey Street from the south line of Friends Church property, north to the north City limits, except that the west side parking will be permitted between the hours of 7:00 a.m. and 12:00 noon on Sunday.
 - G. North Downey Street. The east side of North Downey Street from where West Orange Street intersects with said North Downey, to the north City limits.
 - H. North Oliphant Street. Both sides of North Oliphant Street from West Main Street to the football field.
 - I. North Oliphant Street. The west and north side of North Oliphant Street from West Orange Street to North Downey Street.
 - J. North Oliphant Street. The east side of North Oliphant Street from its intersection with West Orange Street to a point 150 feet north.
 - K. North Poplar Street. Both sides of North Poplar Street between West Main Street to the school property line.
 - L. North Second Street. The west side of North Second Street.
 - M. North Sixth Street. The west side of North Sixth Street.
 - N. Northridge Drive. Both sides of the two-way traffic street and the inside edge of the one-way street of Northridge Drive.
 - O. Northside Drive. The south side of Northside Drive from its intersection with North Downey Street to North Oliphant Street.
 - P. Northside Drive. The south side of Northside Drive from North Oliphant Street to North Maple Street.
 - Q. Northside 3rd Addition. Beginning at a point 70 feet west of the east property line to a point ending 48 feet north of the south property line on the street side of Lot 39 of Northside 3rd Addition (533 N Oliphant Street).
16. Streets beginning with "O" with no parking zones.
 - A. Ohrt Street. The west side of Ohrt Street to the south curb cut of 132 Ohrt Street.
 17. Streets beginning with "P" with no parking zones.
 - A. Parkside Drive. Both sides of Parkside Drive.
 - B. Pedersen Street. The west side of Pedersen Street.
 - C. Pedersen Street. The east side of Pedersen Street from its intersection with West Main Street to a point 70 feet north.
 - D. Prairie View Drive. The south side of Prairie View Drive.
 18. Streets beginning with "Q" with no parking zones.

19. Streets beginning with “R” with no parking zones.
 - A. Ridge View Drive. The east side of Ridgeview Drive from the north south curb cut 205 Ridge View Drive north to the end of the street.
20. Streets beginning with “S” with no parking zones.
 - A. Sagert Drive. The west side of Sagert Drive.
 - B. Scott Drive. The east side of Scott Drive.
 - C. South Downey Street. South of the gazebo on South Downey Street.
 - D. South Fifth Street. The west side of South Fifth Street.
 - E. South Fourth Street. The east side of South Fourth Street.
 - F. South Maple Street: The south side of South Maple Street.
 - G. South Poplar Street. The east side of South Poplar Street.
 - H. South Second Street. The west side of South Second Street from a point 100 feet south of the bridge to the south end of the street.
 - I. South Second Street. The east side of South Second Street from East Main Street to Water Street.
 - J. Serenity Circle. The north side of Serenity Circle from the west lot line of Lot 7 Cedars Edge 1st Addition to the end of the street.
 - K. Serenity Circle. The south side of Serenity Circle from its intersection with Cedar Johnson Road to its intersection with Greenview Drive.
 - L. Sullivan Street. The south side of Sullivan Street.
 - M. Sycamore Drive. Both sides of Sycamore Drive except along the east curb line of Lot 13 Parkside Hills of a portion of Lot D of the NW 1/4 SEC. 8T.79N.-R.4W.-5P.M.
21. Streets beginning with “T” with no parking zones.
 - A. Thomas Drive. Both sides of Thomas Drive from West Main Street to the north curb line of Sagert Drive.
 - B. Thomas Drive. The west side of Thomas Drive.
 - C. Tidewater Drive. Both sides of Tidewater Drive east of Baker Avenue. Parking is allowed during special events, when authorized by the City Council or the Chief of Police. (Example – Kites over West Branch)
22. Streets beginning with “U” with no parking zones.
23. Streets beginning with “V” with no parking zones.
24. Streets beginning with “W” with no parking zones.
 - A. Water Street. The south side of Water Street.
 - B. West Main Street. Both sides of West Main Street from its intersection with North Poplar Street west to the City limits.
 - C. West Orange Street. The south side of West Orange Street.
 - D. Wetherell Street. The south side of Wetherell Street.

25. Streets beginning with "X" with no parking zones.
26. Streets beginning with "Y" with no parking zones.
27. Streets beginning with "Z" with no parking zones.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged 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 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the West Branch City Council the 5th day of June, 2023.

First Reading: May 1, 2023
Second Reading: May 15, 2023
Third Reading: June 5, 2023

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20____.

City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Second Reading Ordinance 803 – Amending Chapter 92 titled “Water Rates” of the Code of Ordinances of the City of West Branch Iowa.
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PREPARED BY:	Leslie Brick, City Clerk
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DATE:	May 16, 2023
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SUMMARY:

The purpose of the amendment is to increase water rates in preparation of water infrastructure projects and build in a 2% annual increase.

These rates will be in effect until 2027 at which time the City Council will review again.

ORDINANCE 803

AN ORDINANCE AMENDING CHAPTER 92 TITLED “WATER RATES” OF THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH IOWA

WHEREAS, the City Council of the City of West Branch had heretofore deemed it necessary to raise water rates in preparation of water infrastructure projects.

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA, AS FOLLOWS:

Section 1. Amendment. Section 92.02(1) of the Code of Ordinances of the City of West Branch, Iowa is hereby amended by deleting the section in its entirety and replacing it with the following:

<i>“Rate effective August 1, 2023:</i>	<i>\$9.74 per 1000 gallons with 1,700 gallon minimum.</i>
<i>Rate effective August 1, 2024:</i>	<i>\$9.93 per 1000 gallons with 1,700 gallon minimum.</i>
<i>Rate effective August 1, 2025:</i>	<i>\$10.13 per 1000 gallons with 1,700 gallon minimum.</i>
<i>Rate effective August 1, 2026</i>	<i>\$10.33 per 1000 gallons with 1,700 gallon minimum.</i>
<i>Rate effective August 1, 2027:</i>	<i>\$10.54 per 1000 gallons with 1,700 gallon minimum.”</i>

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 _____, 2023.

First Reading: May 15, 2023
Second Reading: June 5, 2023
Third Reading:

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

I certify that the foregoing was published as Ordinance 803 on the ____ day of _____, 20____.

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Resolution 2023-54 – Amending the Pay Scale for permanent full-time employees.
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PREPARED BY:	City Administrator, Adam Kofoed
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DATE:	May 18, 2023
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BACKGROUND:

Each year council must review and the scale for the cost of living. Cost of living was 8.1% but an analysis from Carlson Dettman projects public wages will increase between 4.5-5.5% on average.

This year the city administrator is recommending 5% be added to the pay scale as most municipalities are not giving 8% raises to keep up with inflation.

RESOLUTION 2023-54

**A RESOLUTION ADMENDING THE PAY SCALE FOR PERMANENT
FULL-TIME EMPLOYEES**

WHEREAS, a salary survey committee consisting of staff and council members conducted a market wage study in 2022 which was approved by the City Council with the passage of Resolution 2022-52; and

WHEREAS, the City Administrator is now recommending that the cost of living (COLA) is added to the pay scale for Fiscal Year 2024 (See Exhibit A); and

WHEREAS, it is the intention of the City Administrator to conduct a wage study every three years to evaluate each position salary to remain competitive in the market and attract an experienced workforce.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, the amended pay scale for permanent full-time employees for Fiscal Year 2024 and is hereby approved.

Passed and approved this 5th day of June, 2023.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



Exhibit A

City of West Branch Pay Scale
Fiscal Year 2024
(July 1, 2023 – June 30, 2024)

FY 24 Pay Scale								Hiring Range			
5% COLA Increase Over FY-23 - Added to Midpoint											
		A		B		C		D		E	
		Low		10 year		High					
		Midpt ÷	1.15	Current Midpoint		Midpt x	1.15			5%>Midpt	
Position		Hourly	Annual	Midpoint		Hourly	Annual	Low		High	
1	Police Chief	\$34.83	\$72,437	\$40.05	\$83,302	\$46.06	\$95,797	\$34.83	\$72,437	\$42.05	\$87,467
2	PW Director	\$33.37	\$69,406	\$38.37	\$79,816	\$44.13	\$91,789	\$33.37	\$69,406	\$40.29	\$83,807
3	Police Sargent (Vacant)	\$31.12	\$64,734	\$35.79	\$74,444	\$41.16	\$85,610	\$31.12	\$64,734	\$37.58	\$78,166
4	Finance Officer	\$28.45	\$59,178	\$32.72	\$68,054	\$37.63	\$78,262	\$28.45	\$59,178	\$34.35	\$71,457
5	* Senior Police Officer	\$29.23	\$60,799	\$33.61	\$69,919	\$38.66	\$80,407	\$29.23	\$60,799	\$35.30	\$73,415
6	Lead Water/WW Employee	\$27.81	\$57,851	\$31.98	\$71,102	\$36.78	\$76,507	\$27.81	\$57,851	\$33.58	\$69,855
7	Entry Police Officer	\$26.48	\$55,080	\$30.45	\$63,343	\$35.02	\$72,844	\$26.48	\$55,080	\$31.98	\$66,510
8	City Clerk	\$24.73	\$51,431	\$28.44	\$59,146	\$32.70	\$68,018	\$24.73	\$51,431	\$29.86	\$62,104
9	IT Library Director	\$23.45	\$48,785	\$26.97	\$56,103	\$31.02	\$64,518	\$23.45	\$48,785	\$28.32	\$58,908
10	Parks & Rec Director	\$23.37	\$48,603	\$26.87	\$55,894	\$30.90	\$64,278	\$23.37	\$48,603	\$28.22	\$58,689
11	Senior Publicworks Employee	\$22.00	\$45,760	\$25.30	\$56,242	\$29.10	\$60,518	\$22.00	\$45,760	\$26.57	\$55,255
12	Library Director	\$22.03	\$45,815	\$25.33	\$52,687	\$29.13	\$60,590	\$22.03	\$45,815	\$26.60	\$55,322
13	Publicworks Employee	\$21.70	\$45,138	\$24.96	\$55,478	\$28.70	\$59,695	\$21.70	\$45,138	\$26.20	\$54,504
14	Utility Clerk	\$20.71	\$43,077	\$23.82	\$49,538	\$27.39	\$56,969	\$20.71	\$43,077	\$25.01	\$52,015
15	Asistant Library Director	\$18.94	\$39,398	\$21.78	\$45,308	\$25.05	\$52,104	\$18.94	\$39,398	\$22.87	\$47,573
16	Librarian	\$18.78	\$39,067	\$21.60	\$44,928	\$24.84	\$51,667	\$18.78	\$39,067	\$22.68	\$47,174



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Resolution 2023-55 –Setting salaries for appointed officials and employees of the City of West Branch, Iowa for FY24. /Move to action.
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PREPARED BY:	City Administrator, Adam Kofoed
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DATE:	May 18, 2023
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BACKGROUND:

Based on the budget season, each employee will be given a 5% cost of living increase this fiscal year. For exceptions to the 5% please see your council special employee evaluation report. Employee evaluations are not public record established by State Code 22.7 of Iowa. Cost of living was expected to be 8.1% and should be considered in future fiscal years.

Below are the following +3% market bumps planned in 2022:

- FY 24 market bumps: All Police
- FY 25 market bumps: Water, Asst. Library Dir., Clerks (if still needed.)
- FY 26 market bumps: Any other that is behind after bumps

RESOLUTION 2023-55

A RESOLUTION SETTING SALARIES FOR APPOINTED OFFICIALS AND EMPLOYEES OF THE CITY OF WEST BRANCH, IOWA FOR FY24.

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

SECTION 1. The following persons and positions named shall be paid the salaries or hourly wages indicated and the Finance Officer/ City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, bi-weekly, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the City Council.

Salaried Employees:

<u>Position</u>	<u>Name</u>	<u>AnnualWage</u>	<u>Basic Hours</u>
City Administrator	Adam Kofoed	\$102,240	Salaried
Police Chief	John Hanna**	\$82,443	Salaried
Public Works Director	Matt Goodale	\$81,512	Salaried
Finance Officer	Heidi Van Auken***	\$66,000	Salaried
Park & Recreation Director	Matt Condon*	\$48,600	Salaried

Regular Full-Time:

<u>Position</u>	<u>Name</u>	<u>Hourly/Annual Wage</u>	<u>Basic Hours</u>
City Clerk	Leslie Brick	\$28.98 / \$60,278	40
Police Officer	Cathy Steen**	\$32.01 / \$66,581	40
Police Officer	Zachary Murdock**	\$30.33 / \$63,086	40
Water /Sewer Operator	Max Kober***	\$26.25 / \$54,600	40
Streets Maintenance	Logan Cilek***	\$22.78 / \$47,362	40
Streets Maintenance	Drew Finnegan***	\$23.10 / \$48,048	40
Streets Maintenance	Gabe Trimpe*	\$21.00 / \$43,680	40

Regular Part-Time:

<u>Position</u>	<u>Name</u>	<u>Hourly</u>	<u>Basic Hours</u>
Building Inspector	Terry GoerdT	\$40.00	20
Park & Rec	Jamie Tucker	\$18.10	20
Public Works	Gerry Brick	\$18.17	25

RESOLUTION 2023-55 (continued)

Library Staff:

<u>Position</u>	<u>Name</u>	<u>Hourly</u>	<u>Basic Hours</u>
Library Director	Rebecca Knoche	\$55,676	Salaried
Assistant Director	Jessica Shafer	\$23.70 / \$49,304	40
Library Clerk	Katrina Korsmo	\$17.00 / \$31,824	36
Part-time	Alyssa Barnhart	\$15.00 per hour	20

SECTION 2. If any employees are under investigation/probation, department supervisors, and the City Administrator reserve the right to not approve the wage/salary listed.

SECTION 3. All the above employees are subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 4. Employees marked * are currently in their 180 day orientation period and will be eligible for a cost of living increase after successful completion of the orientation period.

SECTION 5. Employees marked ** received an additional 3% market bump in accordance with the City's 2022 Market Wage Study.

SECTION 6. Employees marked *** may receive a certification incentive wage increase in accordance with Resolution No. 2022-56.

SECTION 7. This resolution will be effective upon final passage of the City Council.

SECTION 8. The hourly wages and salaries established in this resolution shall be effective July 1, 2023.

Passed and approved this 5th day of June, 2023.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Resolution 2023-56 - Approve Pay Estimate Number 1 in the amount of \$41,325.00 to Lynch Excavating Inc. for the Eastside Water Main Replacement Project.
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PREPARED BY:	Leslie Brick, City Clerk
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DATE:	May 17, 2023
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SUMMARY:

Lynch Excavating, Inc., of West Branch, Iowa was awarded the construction contract for the Eastside Water Main Replacement Project by the West Branch City Council through the passage of Resolution 2023-29 on April 3, 2023 in the amount of \$1,077,243.70.

Pay Estimate Number 1 in the amount of \$41,325.00 has been reviewed and approved by Veenstra & Kimm, Project Manager for the City and recommends approval.

RESOLUTION 2023-56

RESOLUTION APPROVING PAY ESTIMATE NUMBER 1 IN THE AMOUNT OF \$41,325.00 TO LYNCH EXCAVATING INC. FOR THE EASTSIDE WATER MAIN REPLACEMENT PROJECT

WHEREAS, Lynch Excavating, Inc., of West Branch, Iowa was awarded the construction contract for the Eastside Water Main Replacement Project (the “Project”) by the West Branch City Council through the passage of Resolution 2023-29 on April 3, 2023 in the amount of \$1,077,243.70; and

WHEREAS, Lynch Excavating, Inc. 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.

WHEREAS, it is now necessary for the City Council to accept Pay Estimate Number 1 in the amount of \$41,325.00 to Lynch Excavating, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that Pay Estimate Number 1 in the amount of \$41,325.00 to Lynch Excavating, Inc. is approved.

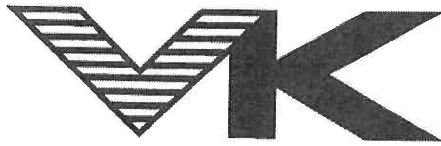
* * * * *

PASSED AND APPROVED this 5th day of June 2023.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

**VEENSTRA & KIMM INC.**2600 University Parkway, Suite 1
Coralville, Iowa 52241319.466.1000 // 888.241.8001
www.v-k.net

May 16, 2023

PAY ESTIMATE NO. 1
EAST SIDE WATER MAIN REPLACEMENT
WEST BRANCH, IOWALynch Excavating, Inc.
1967 Baker Avenue
West Branch, IA 52358Contract Amount \$1,077,243.70
Contract Date April 3, 2023
Pay Period April 13, 2023 - May 15, 2023

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Clear + Grubb	UNIT	879.6	\$ 24.75	\$ 21,770.10	747.5	\$ 18,500.00
1.2	Special Backfill Material	CY	445	\$ 42.00	\$ 18,690.00		
1.3	Subgrd Stbl. Mtrl, PolyGrid TX-160	SY	1,334	\$ 3.85	\$ 5,135.90		
1.4	Excavation, Cl 13, Rdwy+Borrow	CY	237	\$ 22.00	\$ 5,214.00		
1.5	Excav, Cl 10 Rdwy&Borrow, Furnish	CY	116	\$ 18.50	\$ 2,146.00		
1.6	Excavation, Cl 10 Rdwy & Borrow	CY	47	\$ 17.50	\$ 822.50		
1.7	Excavation, Cl 10, Core-Out	CY	432	\$ 18.50	\$ 7,992.00		
1.8	Topsoil, Furn+Spread	CY	40	\$ 48.00	\$ 1,920.00		
1.9	Topsoil, Strip, Salvage+Spread	CY	1,186	\$ 14.00	\$ 16,604.00		
1.10	Modified Subbase	CY	431	\$ 60.00	\$ 25,860.00		
1.11	Cl A, Road Stone	CY	38	\$ 45.85	\$ 1,742.30		
1.12	Rmvl of Pav't	SY	1,186	\$ 22.00	\$ 26,092.00		
1.13	Rmvl of Paved Driveway	SY	445	\$ 22.00	\$ 9,790.00		
1.14	Rmvl of Sidewalk	SY	74	\$ 22.00	\$ 1,628.00		
1.15	Rmvl of Intake + Utility Access	EA	9	\$ 500.00	\$ 4,500.00		
1.16	Disconnect &Rmvl of Water Main	LF	141	\$ 123.00	\$ 17,343.00		
1.17	Rmvl of Water Valve	EA	5	\$ 3,450.00	\$ 17,250.00		
1.18	Rmv Storm SWR Pipe Le 36"	LF	936	\$ 8.50	\$ 7,956.00		
1.19	Rmv & Reinstall of Mailbox	EA	13	\$ 125.00	\$ 1,625.00		
1.20	Rmv & Reinstall Signs	EA	9	\$ 125.00	\$ 1,125.00		
1.21	Std/S-F PCC Pav't, Cl A Cl 3, 7"	SY	2,007	\$ 61.20	\$ 122,828.40		
1.22	Manhole, Storm SWR, SW-401, 48"	EA	1	\$ 3,200.00	\$ 3,200.00		
1.23	Intake, SW-501	EA	2	\$ 3,500.00	\$ 7,000.00		
1.24	Intake, SW-505	EA	3	\$ 6,000.00	\$ 18,000.00		
1.25	Intake SW-511	EA	1	\$ 3,200.00	\$ 3,200.00		
1.26	ST SWR G-Main, Trench HDPE, 4"	LF	11	\$ 62.00	\$ 682.00		
1.27	ST SWR G-Main, Trench, RCP, 12"	LF	589	\$ 80.00	\$ 47,120.00		
1.28	ST SWR G-Main, Trench, RCP, 36"	LF	53	\$ 260.00	\$ 13,780.00		
1.29	Subdrain, Longtdal, (Shoulder) 6in.	LF	530	\$ 23.00	\$ 12,190.00		
1.30	Connect to Existing Storm	EA	3	\$ 2,010.00	\$ 6,030.00		

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.31	Combined Sidewalk Retaining Wall	SF	120	\$ 75.00	\$ 9,000.00		
1.32	Type B Concrete Steps	EA	2	\$ 4,300.00	\$ 8,600.00		
1.33	Reinforced Sidewalk, PCC, 6"	SY	34	\$ 125.00	\$ 4,250.00		
1.34	Sidewalk, PCC, 6"	SY	39	\$ 100.00	\$ 3,900.00		
1.35	Driveway, PCC, 6"	SY	546	\$ 70.00	\$ 38,220.00		
1.36	Detectable Warning	SF	10	\$ 40.00	\$ 400.00		
1.37	Water Main, Trenched, 6" PVC	LF	9	\$ 540.00	\$ 4,860.00		
1.38	Water Main, Trenched, 8" PVC	LF	2,199	\$ 72.50	\$ 159,427.50		
1.39	Water Main, Trenched, 6" DIP	LF	322	\$ 104.50	\$ 33,649.00		
1.40	Water Main, Trenched, 8" DIP	LF	350	\$ 97.50	\$ 34,125.00		
1.41	Water Main, Bored, 6" RJ PVC	LF	243	\$ 68.00	\$ 16,524.00		
1.42	Trenched In Place Service	EA	31	\$ 2,610.00	\$ 80,910.00		
1.43	Bored In-Place Service	EA	22	\$ 3,050.00	\$ 67,100.00		
1.44	Valve, Gate, 6"	EA	6	\$ 1,800.00	\$ 10,800.00		
1.45	Valve, Gate, 8"	EA	13	\$ 2,400.00	\$ 31,200.00		
1.46	Flushing Device (Blowoff), 8"	EA	1	\$ 1,200.00	\$ 1,200.00		
1.47	Fire Hydrant Assembly	EA	5	\$ 7,000.00	\$ 35,000.00		
1.48	Relocation of Existing Fire Hydrant	EA	2	\$ 2,000.00	\$ 4,000.00		
1.49	Construction Survey	LS	1	\$ 26,992.00	\$ 26,992.00		
1.50	Traffic Control	LS	1	\$ 17,000.00	\$ 17,000.00		
1.51	Mobilization	LS	1	\$ 44,000.00	\$ 44,000.00	0.57	\$ 25,000.00
1.52	Seed+Fertilize (Urban)	LS	1	\$ 10,000.00	\$ 10,000.00		
1.53	Saw Cutting Dust Control	LS	1	\$ 6,000.00	\$ 6,000.00		
1.54	Removal of Step Footing	EA	1	\$ 850.00	\$ 850.00		
Contract Price:					\$ 1,077,243.70		\$ 43,500.00

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
Total				\$ -

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 1,077,243.70	\$ 43,500.00
Approved Change Order (list each)			
	Revised Contract Price	\$ 1,077,243.70	\$ 43,500.00

Stored

Total Earned \$ 43,500.00

Retainage (5%) \$ 2,175.00

Total Earned Less Retainage \$ 41,325.00

Total Previously Approved (list each)			

Total Previously Approved \$ -

Percent Complete 4%


Amount Due This Request \$ 41,325.00


The amount \$41,325.00 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Lynch Excavating, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: 
Name: Lawrence Lynch
Title: Owner
Date: 5/17/23

Signature: 
Name: Eric Gould
Title: Engineer
Date: May 16, 2023

Signature: _____
Name: _____
Title: _____
Date: _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Resolution 2023-57 – Approving 28E Agreements between the City of West Branch, IA and the Board of Trustees of Cass, Gower, Graham, Iowa, Scott and Springdale Townships for the purposes of fire protection and other emergencies.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 18, 2023
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BACKGROUND:

28E Agreements for fire protection and other emergencies for FY24:

<u>Township</u>	<u>Fiscal Year</u>	<u>Financial Provision</u>
Cass	July 1, 2023 – June 30, 2024	\$5,710.00
Gower	July 1, 2023 – June 30, 2024	\$34,594.00
Graham	July 1, 2023 – June 30, 2024	\$20,746.00
Iowa	July 1, 2023 – June 30, 2024	\$9,592.00
Scott	July 1, 2023 – June 30, 2024	\$82,642.00
Springdale	July 1, 2023 – June 30, 2024	\$35,097.00

RESOLUTION 2023-57

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

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

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have updated agreements in place to provide these services to the various townships; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

Passed and approved this 5th day of June, 2023.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 25th day of January, 2023, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Cass Township, Cedar County, Iowa, hereinafter referred to as "Township."

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Cass Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of 25th day of January, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2023, the sum of \$5,710.00 which shall be for the period running to July 1, 2024, and \$5,710.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
- 6. INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including

deaths at any time resulting therefrom by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

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

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

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

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

This agreement made and entered into this 25th day of January, 2023, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

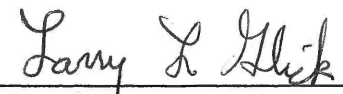
CITY OF WEST BRANCH

BY _____
MAYOR

BY _____
CITY CLERK

CASS TOWNSHIP

BY 
TRUSTEE

BY 
TRUSTEE

BY  (by Rebecca Bohde, Clerk)
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 25th day of January, 2023, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Gower Township, Cedar County, Iowa, hereinafter referred to as "Township."

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Gower Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of 25th day of January, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2023, the sum of \$34,594.00 which shall be for the period running to July 1, 2024, and \$34,594.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
6. **INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including

deaths at any time resulting therefrom by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

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

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

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

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

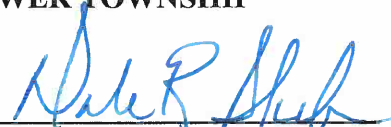
This agreement made and entered into this 25th day of January, 2023, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

BY _____
MAYOR

BY _____
CITY CLERK

GOWER TOWNSHIP

BY 
TRUSTEE

BY 
TRUSTEE

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 25th day of January, 2023, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Graham Township, Johnson County, Iowa, hereinafter referred to as "Township."

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Graham Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of 25th day of January, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2023, the sum of \$20,746.00 which shall be for the period running to July 1, 2024, and \$20,746 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
6. **INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the

Township, the agents or employees for damage because of bodily injury, including deaths at any time resulting therefrom by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

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

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

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

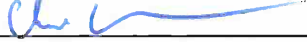
B. Workers' Compensation: Including employer's liability in accordance with the Workers' Compensation Laws of the State of Iowa.

This agreement made and entered into this 25th day of January, 2023, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

GRAHAM TOWNSHIP

BY _____
MAYOR

BY  _____
TRUSTEE

BY  _____
TRUSTEE

BY _____
CITY CLERK

BY Mike Ryan _____
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 25th day of January, 2023, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Iowa Township, Cedar County, Iowa, hereinafter referred to as "Township."

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Iowa Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of 25th day of January, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2023, the sum of \$9,592 which shall be for the period running to July 1, 2024, and \$9,592.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
6. **INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including

deaths at any time resulting therefrom by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

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

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

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

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

This agreement made and entered into this 25th day of January, 2023, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

BY _____
MAYOR

BY _____
CITY CLERK

IOWA TOWNSHIP

BY 
TRUSTEE

BY 
TRUSTEE

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 25th day of January, 2023, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Scott Township, Johnson County, Iowa, hereinafter referred to as "Township."

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Scott Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of 25th day of January, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2023, the sum of \$82,642.00 which shall be for the period running to July 1, 2024, and \$82,642.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
- 6. INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including

deaths at any time resulting therefrom by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

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

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

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

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

This agreement made and entered into this 25th day of January, 2023, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

BY _____
MAYOR

BY _____
CITY CLERK

SCOTT TOWNSHIP

BY 
TRUSTEE

BY 
TRUSTEE

BY _____
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 25th day of January, 2023, between the City of West Branch, hereinafter known as the "Providing Agency" and the Board of Trustees of Springdale Township, Cedar County, Iowa, hereinafter referred to as "Township."

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Springdale Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of 25th day of January, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The Township shall pay the Providing Agency on or before July 1, 2023, the sum of \$35,097.00 which shall be for the period running to July 1, 2024, and \$35,097 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve-month period commencing July 1 through June 30 of each year.
6. **INDEMNITY.** The Providing Agency agrees to indemnify and hold harmless the Township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the

Township, the agents or employees for damage because of bodily injury, including deaths at any time resulting therefrom by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

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

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

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

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

This agreement made and entered into this 25th day of January, 2023, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

SPRINGDALE TOWNSHIP

BY _____
MAYOR

BY Richard Paulsen
TRUSTEE

BY Jeff Owen
TRUSTEE

BY _____
CITY CLERK

BY Neil Long
TRUSTEE



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Resolution 2023-58 – Approving the City of West Branch Fiscal Management Policies.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 30, 2023
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BACKGROUND:

The City of West Branch has a fiscal responsibility to its tax payers and because of this, the City Council adopted Financial Management, Investment and Credit Card policies in recent years.

Administration staff reviews those policies from time to time to ensure that they are being followed and to see if any changes are needed.

Administration has now reviewed all three policies and determined it was best to make one document now known as Fiscal Management / Financial Management Policies which includes all three mentioned policies.

The Fiscal Management policies will be reviewed annually and presented to the City Council for its review and adoption each June.

RESOLUTION 2023-58

**RESOLUTION APPROVING THE CITY OF WEST BRANCH
FISCAL MANAGEMENT POLICIES**

WHEREAS, the City Council of the City of West Branch would like to provide guidance on the City’s fiscal management system; and

WHEREAS, the Council’s intent is to support a sound and efficient financial management, investment and credit card systems which best utilizes resources and provides acceptable service levels to the citizens of West Branch; and

WHEREAS, Fiscal Management Policy should be reviewed at least annually to ensure all policies are relevant and being adhered to; and

WHEREAS, the Council now wishes to officially approve the updated Fiscal Management Policies which include the City’s financial management, investment and credit card policies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that the City of West Branch Iowa Fiscal Management Polices, attached as “Exhibit A” is approved.

Passed and approved this 5th day of June, 2023.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



EXHIBIT A

FISCAL MANAGEMENT

Financial Management Policies

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Financial Management Policies

The following financial policies have been developed to provide guidance to the City's financial management system. The City's intent is to support a sound and efficient financial management system which best utilizes resources and provides an acceptable service level to the citizens of West Branch. The following statements are not intended to restrict the City Council's authority in determining service needs and /or activities of the City. These financial policies do not limit the City Council's ability and responsibility to respond to service delivery needs above or beyond these policies. The City Council as a policy making group is still accountable for the efficient and responsive operation of the City.

SECTION 1: OBJECTIVE OF CASH MANAGEMENT POLICY

The City Council of the City of West Branch is the trustee of the public revenues which it collects, and it therefore has an obligation to the community to ensure that the City's cash resources are managed effectively, efficiently, and as economically as possible. This policy represents principles and practices that follow generally accepted accounting principles which should be used to help the City maintain financial stability.

The support of and commitment to the City's credit control policy, by the City Council and the city's officials, is an integral part of proper cash management, and by approving this policy the City Council pledges itself to such support and commitment.

SECTION 2: EFFECTIVE CASH MANAGEMENT

1. Cash Collections

All monies due to the City must be collected as soon as possible, either on or immediately after due date, and deposited on a daily basis. Any delinquent amounts should be pursued vigorously in any legal manner to include:

- Utility shutoffs as provided by local ordinance and state law
- Income Offset through the Department of Administrative Services
- Certification to taxes through the County Treasurer
- Third party collection agencies

The respective responsibilities of the City Administrator, Finance Officer, City Clerk and Deputy Clerk and other Department Directors are defined in this document. Where practical, all receipts should be handled by City Clerk's office. Off sight collections shall be promptly delivered to the City Office and deposited into City approved accounts. Each off-sight collection point will be insured/bonded as necessary.

2. Payments to Creditors

The City Administrator or Finance Officer shall ensure that all bids and quotations invited by and contracts entered into by the City stipulate payment terms favorable to the City, for example, payment should fall due no sooner than at the conclusion of the month following the month in which a particular service is rendered to or goods are received by the City and

approved by the City Council. This rule shall be departed from only where there are financial incentives for the City to effect earlier payment, and preauthorized by resolution of the City Council, such as payroll, or payroll taxes. Any early payment shall be approved by the City Council at the next council meeting.

Notwithstanding the foregoing policy directives, the City Administrator or Finance Officer shall make full use of any extended terms of payment offered by suppliers and not settle any accounts earlier than such extended due date, except if it is determined that there are financial incentives for the City to do so.

Special payments to creditors shall only be made with the express prior approval of the City Council, who shall be satisfied that there are compelling reasons for making such payments prior to the normal monthly processing.

3. Management of Inventory

Each Department Director shall ensure that the inventory in their department does not exceed what is normally required in those cases where items which are not readily available from suppliers, and emergency requirements in the case of items which are readily available from suppliers.

Each Department Director shall periodically (annually by June 30) review the levels of inventory held, and shall ensure that any surplus items be made available for sale at a public auction or by other means of disposal, as provided in the City's policies.

4. Cash Management Program

An annual estimate will be prepared of the City's cash flows divided into calendar months. The estimate shall indicate when and for what periods and amounts idle revenues may be invested, when and for what amounts investments will have to be liquidated, and when (if applicable) either long-term or short-term debt must be incurred. Department Directors shall furnish the City Administrator all cash flow information as is required for large dollar items. The threshold for this notification shall be \$7,500.00.

SECTION 3: OPENING OF BANK ACCOUNTS

City of West Branch shall maintain bank accounts. Each bank account must be in the name of the City, and all monies received by the City must be paid into this bank account or accounts, promptly and in accordance with any requirements that may be prescribed.

A bank account may not be opened:

- other than in the name of the City of West Branch;
- abroad; or
- with an institution not recognized as a bank in the State of Iowa.

SECTION 4: CONTROL OF MUNICIPAL BANK ACCOUNTS

The City Administrator, Finance Officer or City Clerk of the City must administer all of the City's bank accounts, is accountable to the City Council for the City's bank accounts, and must enforce compliance with City's purchasing policies.

SECTION 5: WITHDRAWALS FROM CITY BANK ACCOUNTS

Only the City Administrator, Finance Officer or City Clerk of the City, or other city official of the City acting on the written authority of the City Council, may withdraw money or authorize the withdrawal of money from any of the City's bank accounts. All money will be withdrawn by pre-numbered checks, cashier's check or electronic transfers from the City's bank account only with approval of the City Council.

Such withdrawals may be made only to:

- transfer money from checking account to money market or savings account or vice versa.
- to defray expenditures appropriated in terms of an approved budget.
- pay to another government agency money received by the City on behalf of the agency, including money collected by the City on behalf of the agency by agreement, or any insurance or other payments received by the City for the agency (sales tax, or sub-recipients for grants, payroll taxes, IPERS, sales tax, debt payments, for example).
- refund money incorrectly paid to the City or consumer deposits with the city for utilities, in accordance with City policy.
- refund guarantees, sureties and security deposits.
- make investments for cash management purposes in accordance with the City's investment policy.

SECTION 6: CASH MANAGEMENT & INVESTMENTS

The City Council of West Branch, Iowa does hereby name the following as official depositories for City funds and sets the maximum amount of deposit opposite the name of each institution:

<u>DEPOSITORY NAME</u>	<u>MAXIMUM DEPOSIT</u>
Fidelity Bank & Trust, West Branch IA	\$7,000,000
Green State Credit Union, Iowa City, IA	\$250,000
Hills Bank & Trust Company, Iowa City, IA	\$250,000
Liberty Trust & Savings Bank, Durant, IA	\$250,000

An investment policy was established and approved by City Council Resolution 964 in 2011. A monthly report describing the activity of investment purchases will be submitted to the City Council at the end of each month.

SECTION 7: REVENUE MANAGEMENT

REVENUE POLICY

The Finance Officer or City Clerk of the City is responsible for the management of the revenue of the City. The Finance Officer, City Clerk or Deputy Clerk, must among other things, take all reasonable steps to ensure that all money received is promptly deposited in accordance with the

requirements of this policy into the City's primary and other bank accounts with oversight by the City Administrator. The City Clerk or Finance Officer must also ensure that all revenues received by the City, including revenue received by any collecting agent on its behalf, is reconciled on a monthly basis. The City Clerk or Finance Officer must take all reasonable steps to ensure that any funds collected by the City on behalf of another governmental agency are transferred to that agency as prescribed by the agreement or grant contract but at least on a quarterly basis, and that such funds are not used for purposes of the City.

1. The City will initiate efforts to maintain a diversified and stable revenue system in an attempt to avoid short run fluctuations in any one revenue source.
2. Annual revenues will be estimated by an objective, and whenever possible analytical process.
3. Existing revenue sources will be re-examined annually with new revenue sources investigated during the annual budget preparation process.
4. Revenues will be estimated at a level to fund estimated expenditures on an annual basis. Revenues may exceed expenditures if the fund balances of any fund need to be increased to meet minimum balance requirements. Additionally, surplus fund balances may supplement revenues in order to fund estimated expenditure levels.
5. Property tax revenue collections will be established through a tax levy rate for general operations which will not exceed limits stated by the Iowa Code. This increase will not include levy collections due to natural growth of the City but will include any state mandated equalization orders.
6. In relation to enterprise funds which have been established to support expenditure levels, user fees and charges will be established to fund direct and indirect costs of the activity whenever feasible.
7. Licenses, fees and charges: The City will review licenses, fees and charges during the 4th quarter of each year (prior to budget) to determine if the revenues support the cost of providing the service. Adjustments will be made in the same manner as the enabling legislation.
8. User fees in other governmental areas such as recreational services will be established at a level which will not inhibit participation by all. The City will attempt to establish all user charges and fees at levels sufficient to cover the full cost (operating, direct and indirect) of providing proprietary services. Rate adjustments will be done by ordinance if state or locally legislated, or by resolution if not legislated by state or local code.
9. All user fees and charges will be re-evaluated on an annual basis during the budget preparation process.
10. One-time or special purpose revenues such as grant funds will be utilized to fund capital expenditures or expenditures required by that revenue. Such revenues will not be used to subsidize reoccurring personnel, operating, and maintenance costs.
11. The City will on a continuous basis seek methods to reduce the City's reliance on the property tax through seeking legislative support for local option taxes, investigating additional non-property tax revenue sources, and encouraging the expansion and

diversification of the City tax base with residential, commercial and industrial development.

SECTION 8: RECEIPT MANAGEMENT & INTERNAL CONTROLS

Proper control of cash and receivables is very important to the City. This is especially difficult (particularly with a limited staff) because a true segregation of duties and establishment of internal controls requires a clear-cut separation of activities. This is very challenging when responsibilities are shared. Without proper controls and policies, cash can be easily misappropriated; therefore, in accordance with good internal control, the following procedures need to be monitored and control must be established.

1. RECEIPT NUMBERING - All receipts must be pre-numbered, out of the control of those receiving cash or cash equivalents.
2. RETURNED CHECKS - from customer payments: Customers are mailed a letter notifying them of the NSF check, amount of the bill due and the \$30.00 service charge by the City of West Branch for NSF checks. A service charge in the amount of \$30.00 shall be assessed to any customer whose payment is not honored by the customer's financial institution for any reason when presented. The service charge shall be in addition to the late payment penalty. If two or more payments are dishonored within a twelve-month period, the City may require future payments in cash, credit card, cashier's check or money order. Such cash, credit card, cashier's check or money order payments shall be maintained until account has not been delinquent for twelve (12) consecutive months. (Ord. 640)
3. CASH DEPOSITS - Not less than daily, the City Clerk or Deputy Clerk, shall deposit all receipts of the City in accounts designated for such purpose in legal depositories, authorized by the City Council.
4. DIRECT DEPOSITS - ACH REMITTANCES. THIS IS A FORM OF ELECTRONIC FUNDS TRANSFER (EFT) - Revenues due to the City such as property taxes, Road Use Tax Allocations, LOST, alcohol license fees, credit card payments, grant programs, etc., may be deposited directly into the accounts of the City with authorization of the Finance Officer or City Clerk and the respective agency. This method of fund transfer can be initiated by either the payer or the City. This transaction may incur some expense from the bank and bookkeeping departments.
5. SEPARATION FROM DUTIES. With limited staff the City Clerk, Deputy Clerk or Finance Officer handles cash or has the ability to process payroll, accounts receivable or accounts payable. This is part of cross training. Internal controls that are in place: The Finance Officer reconciles all financial transactions and investments of the City. The City Clerk or Deputy Clerk reconciles utility billing records (monthly), reviews account

payable claims and payroll entries (bi-weekly). The City Administrator reviews the monthly financial reconciliations and payroll time sheets for each pay period.

SECTION 9: DISBURSEMENTS & CHECK MANAGEMENT

1. Checks should pre-number and are printed in batch format. To prevent the removing of checks, checks should be delivered in sealed boxes where strict control is exercised over the numerical sequence of checks on the expenditure system (a check register).
2. Delegation/Rights for Disbursement (paper and electronic) execution:
 - a. The incumbents of the following positions are authorized to sign checks on behalf of City Council:
 - i. A-Signatory: City Administrator, Finance Officer, City Clerk and/or Mayor.
 - ii. Each payment needs to be signed by two signatures.
 - iii. Blank checks are never to be signed in advance.
 - iv. All invoices and other documentation should accompany the paper checks for payment so verifications of amount and appropriateness of purchase can be done.
 - v. Authorization should be done by two individuals, same as for checks above.

SECTION 10: FINANCIAL REPORTING

1. Monthly banking reports
2. Each account of the City shall be reconciled on a monthly basis.
3. Monthly financial reports to the City Council must include (at a minimum):
 - (a) Each investment to include the ownership of the investment by fund.
 - (b) Any changes to the investment portfolio during the reporting period.
 - (c) Summary of all receipts and disbursements made during the month by fund.
 - (d) Amounts of outstanding checks.
 - (e) Bank balances for each account in the City's name.
4. The Finance Office or City Clerk shall report to the City Council, the actual cash received and disbursed for the month, the cumulative to date, as well as the budgeted estimates or revised estimates of the anticipated revenue and expenditures for the remaining months of the fiscal year.
4. The City Administrator, Finance Officer or City Clerk shall also prepare all annual reports as required by federal, state or local requirements with presentation to or approval by the City Council as appropriate.
5. Audits shall be done in accordance with Iowa Code requirements by an external CPA firm versed in municipal audit requirements or State Auditor's office.

SECTION 11: CASH RESERVE POLICIES

The City Administrator and/or Finance Officer must report on the projected reserve requirements each fiscal year during budget season.

1. All general obligation debt will be paid from the Debt Service Fund. All enterprise revenues pledged to abate general obligation issues will be a budgeted transfer to the Debt Service Fund.
2. All reserves required by bond covenant or other external agreements shall be allocated to the fund required (not comingled with the general fund reserve).

Operating cash balances at fiscal year-end will be maintained at a level to ensure sufficient cash flow throughout the fiscal year as follows: Per Resolution 2022-11 (February 7, 2022)

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

SECTION 12: STATE REVOLVING FUND PROGRAMS

As required by state sponsored State Revolving Fund programs the City must maintain a minimum account balance: Per Resolution 2022-11 (February 7, 2022)

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

SECTION 13: OPERATING BUDGET & EXPENDITURE POLICY

1. The City Administrator and Finance Officer will compile and submit to the City Council a balanced budget by the first Monday in March of each year.
2. The balanced budget will reflect expenditures which will not exceed estimated resources and revenues.
3. The operating budget for the City will be developed and established on a service level basis. Any additions, deletions, and/or alterations in the operating budget will be related to services to be provided to the general public.
4. The operating budget will emphasize productivity of human resources in providing services, efficient use of available revenue sources, and quality of services.
5. New service levels will be considered when additional revenues or offsetting reductions of expenditures are identified, the new services fall within the broad framework of the City operation, or when such services are mandated by the State of Iowa or the federal government.

6. The City will avoid the postponement of current expenditures to future years, accruing future year's revenues, or utilization of short-term debt to fund operating expenditures.
7. The operating budget will provide funding for the on-going maintenance and replacement of fixed assets and equipment. These expenditures will be funded from current revenues and, in the case of replacement of equipment, surplus fund balances in excess of the minimum working balance reserve.
8. The budget will provide adequate funding for all retirement systems as prescribed by state law.
9. A working fund balance for general operations will be maintained in order to support expenditures prior to the collection of taxes.
10. Each year the City will revise current year expenditure projections during the succeeding year's budget preparation process. Costs of operating future capital improvements included in the capital projects budget will be included in the operating budget.
11. The City will participate in a risk management program to minimize losses and reduce costs. This program will also protect the City against catastrophic losses through the combination of insurance, self-insurance, and various federal and state programs.
12. The City will maintain a budgetary control system to monitor its adherence to the approved operating budget.
13. Budget amendments may be made throughout the year with approval of the City Administrator and Finance Officer. The City Council will publish notice of the public hearing as required by law before taking action. The City Council will then formally review and approve all amendments via resolution.
14. The City administration will prepare monthly expense and revenue reports comparing actual revenues and expenditures to budgeted amounts.
15. Department Directors shall furnish the City Administrator and Finance Officer all information as is required for large dollar items. The threshold for this notification shall be \$7,500.00. City Administrator or Finance Officer shall have authority to authorize purchases, repairs or replacement equipment for water and sewer plants as requested by the Public Works Director, without City Council approval, up to \$15,000.00 in an emergency situation, to keep the infrastructure operational for the citizens.
16. The purpose of Tax Increment Financing (TIF) is to provide business friendly tax incentives while balancing the demands of City services. Developers must attend a pre-application meeting with two (rotating) City Council members, Mayor, City Administrator and /or Finance Officer before a request is presented to the City Council for consideration. If applicable, pre-application meetings must have a conceptual site plan, proposed zoning classification, estimated property value, description of the business, additions to City infrastructure, and number of jobs created. Staff or the City's financial advisor must run a cost analysis before a City Council vote to ensure the elected body has a holistic picture of future development agreements.

SECTION 14: DEBT ADMINISTRATION POLICY

1. The City will limit its long-term borrowing to capital improvements or projects which cannot be financed from current revenues or for which current revenues are not adequate.
2. Long-term borrowing will only be utilized to fund capital improvements and not operating expenditures.
3. The payback period of the bonds issued to fund a particular capital project will not exceed the expected useful life of the project.
4. The City will attempt to keep the average maturity of general obligation bonds at or below 20 years.
5. The City will maintain its debt limitation at 5 percent or less of actual property valuation as mandated by the State of Iowa.
6. Whenever possible, special assessment, revenue and/or general obligation bonds abated by enterprise revenues will be issued instead of general obligation bonds funded by property tax.
7. For those general obligation bonds issued and funded by property taxes, debt service and interest payment schedules shall be established whenever possible in such a manner to provide equalization of debt and interest payments each year for the life of the total outstanding general obligation bonds.
8. The City shall encourage and maintain good relations with the financial and bond rating agencies and prepare any reports so requested by these agencies. Full and open disclosure on every financial report and bond prospectus will be maintained.

SECTION 15: ANNUAL REVIEW POLICY

This Financial Management Policy will be reviewed annually or earlier if so desired by the City Council. Any changes to the policy must be adopted by City Council and be consistent with the Code of Iowa.

INVESTMENT POLICY

SECTION 1: SCOPE OF INVESTMENT POLICY

The Investment Policy of the City of West Branch shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City of West Branch. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this Investment Policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Chapter 12B.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The City Council of the City to which the Investment Policy appears.
2. All depository institutions or fiduciaries for public funds of the City.
3. The auditor engaged to audit any fund of the City.
4. Any fiduciary or third party assisting with or facilitating investment of the funds of the City.

SECTION 2: DELEGATION OF AUTHORITY

In accordance with Section 12B.10(1), the responsibility for conducting investment transactions resides with the Finance Officer and/or City Clerk of the City. Only the Finance Officer and/or City Clerk and those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City shall require the outside person to notify in writing the City Administrator and/or Finance Officer within thirty days of receipt of all communication from the Auditor of the outside person or any regulatory authority of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City by the outside person.

The records of investment transactions made by or on behalf of the City are public records and are the property of the City whether in the custody of the Finance Officer and/or City Clerk or in the custody of a fiduciary or other third party.

The City Administrator and/or Finance Officer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City responsible for elements of the investment management. The controls shall provide for receipt and review of the audited financial statement and related report on internal control structure of all outside persons performing any of the following for this public body:

1. Investing public funds.
2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.
4. Acting in a fiduciary capacity for this public body.

A Bank Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

SECTION 3: OBJECTIVES OF INVESTMENT POLICY

The primary objectives, in order of priority, of all investment activities involving the financial assets of the City shall be the following:

1. Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. Return: Obtaining a reasonable return is the third investment objective.

SECTION 4: PRUDENCE

The City Administrator and/or Finance Officer, when investing or depositing public funds, shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 3 investment objectives. This standard requires that when making investment decisions, the City Administrator and/or Finance Officer shall consider the role the investment or deposit plays within the portfolio of assets of the City and the investment objectives stated in Section 3.

SECTION 5: INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of the City may be invested in the following:

- A. Interest bearing savings accounts, interest bearing money market accounts and interest-bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. However, primary consideration will be given to any bank, savings and loan association or credit union with an operating office located within the city limit of West Branch. Each bank must be on the most recent Approved Bank List as distributed

by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the City. Deposits in any financial institution shall not exceed the maximum amount approved by the City Council of West Branch.

- B. Obligations of the United States government, its agencies and instrumentalities.
- C. Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Chapter 12C.

All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section 7 investment maturity limitations and Section 8 diversification requirements.

SECTION 6: PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the City shall not be invested in the following:

- 1. Reverse repurchase agreements.
- 2. Futures and options contracts.

Assets of the City shall not be invested pursuant to the following investment practices:

- 1. Trading of securities for speculation or the realization of short-term trading gains.
- 2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
- 3. If a fiduciary or other third party with custody of public investment transaction records of the City fails to produce requested records when requested by this public body within a reasonable time, the City shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7: INVESTMENT MATURITY LIMITATIONS

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

- 1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
- 2. The City Administrator and/or Finance Officer may invest funds of the City that are not identified as Operating Funds in investments with maturities longer than three hundred

ninety-seven (397) days. However, all investments of the City shall have maturities that are consistent with the needs and use of the City.

SECTION 8: DIVERSIFICATION

Investments of the City are subject to the following diversification requirements:

Prime banker's acceptances:

1. At the times of purchase, no more than ten percent (10%) of the investment portfolio of the City shall be invested in prime bankers' acceptances, and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City shall be in commercial paper or other short-term corporate debt,
2. At the time of purchase, no more than five (5%) of the investment portfolio of the City shall be invested in the securities of a single issuer, and
3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second-highest classification.

When possible, it is the policy of the City to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market prices volatility shall be controlled through maturity diversification so that aggregate price losses in instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

SECTION 9: SAFEKEEPING AND CUSTODY

All invested assets of the City involving the use of a public fund's custodial agreement, shall comply with all rules adopted pursuant to Section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

SECTION 10: ETHICS AND CONFLICT OF INTEREST

The City Administrator, Finance Officer, City Clerk and all other officers and employees of the City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

SECTION 11: REPORTING

The Finance Officer and /or City Administrator shall submit an annual investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations.

SECTION 12: INVESTMENT POLICY REVIEW AND AMENDMENT

This Investment Policy shall be reviewed every two years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

CREDIT CARD POLICY

The following credit card use policy has been developed to provide guidance to the City's financial management system. The City's intent is to support a sound and efficient financial management system which best utilizes resources and provides an acceptable service level to the citizens of West Branch.

SECTION 1: PURPOSE

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

The City Administrator shall be issued a credit card of up to \$5,000 for their use in the course of City business. Additional credit cards shall be issued to the Finance Officer \$3,000 limit, Park & Recreation Department, Public Works, Library, and the Police Department with a \$2,000 limit.

SECTION 2: USE OF CREDIT CARDS

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

- Travel / Lodging
- Meal expenses when on City business. (Subject to the provisions of the City of West Branch Employee Handbook).
- On-line purchases requiring a credit card and no other payment or billing option is available. On-line purchases require prior approval for non-budgeted items.
- Purchases requiring immediate payment if the City is unable to issue a check for the purchase. Prior approval is required.
- Emergency City vehicle maintenance
- Gasoline for City vehicles

SECTION 3: REQUIRED DOCUMENTATION

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

SECTION 4: INTERNAL CONTROL PROCEDURES

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

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

SECTION 5: MISUSE OF CREDIT CARDS

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



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Resolution 2023-59 – Approve an Engineering Services Agreement with Veenstra & Kimm Inc., for construction administration services for the Eastside Water Main Replacement Project in an amount not to exceed \$88,600.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 31, 2023
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BACKGROUND:

Veenstra & Kimm Inc., will oversee the Eastside Water Main Project on behalf of the City and perform the necessary inspections of the improvements and report to the City Council on a regular basis.

RESOLUTION 2023-59

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
WITH VEENSTRA & KIMM, INC. FOR CONSTRUCTION ADMINISTRATION
SERVICES FOR THE EASTSIDE WATER MAIN REPLACEMENT PROJECT
IN AN AMOUNT NOT TO EXCEED \$88,600.**

WHEREAS, the City of West Branch, Iowa desires to construct improvements on North Sixth Street, East College Street (between North Fifth and North Sixth), East Main Street (between North Fourth and North Fifth) and South First Street;

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of the needed improvements; and

WHEREAS, the City Council understands that this agreement is for general services during the construction and final review of the project and for on-site construction review for the project (See Exhibit A); and

WHEREAS, Veenstra & Kimm, Inc. is qualified and capable of supplying said engineering services for a total fee not to exceed Eighty-Eight Thousand, Six Hundred Dollars (\$88,600); and

WHEREAS, Veenstra & Kimm, Inc. has prepared an agreement to perform the aforementioned services which has been reviewed by the city attorney and now requires the approval of the City Council.

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

Passed and approved this 5th day of June, 2023.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

ENGINEERING SERVICES AGREEMENT

EAST SIDE WATER MAIN REPLACEMENT – CONSTRUCTION SERVICES WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "**CITY**," and Veenstra & Kimm, Inc., an Iowa Corporation, 2600 University Parkway, Suite 1, Coralville, IA 52241, hereinafter referred to as the "**CONSULTANT**."

WHEREAS, the **CITY** desires to construct improvements to the water distribution system, referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the construction of needed improvements; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said engineering services; and

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the construction of the Project under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.
2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. **COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for an estimated fee of Eighty-Eight Thousand Six Hundred Dollars (\$88,600). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

- A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.
- B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.
- C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIII. FINAL AGREEMENT.

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the **PROJECT**, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA

An Authorized Representative

Roger Laughlin, Mayor

ATTEST:

ATTEST:

An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT

EAST SIDE WATER MAIN REPLACEMENT – CONSTRUCTION SERVICES WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

1. General construction administration services.
 - a. Consult with and advise Owner.
 - b. Coordinate work of testing laboratories.
 - c. Assist in interpretation of plans and specifications.
 - d. Review drawings and data of manufacturers.
 - e. Process and certify payment estimates of the Contractor to Owner.
 - f. Prepare and process necessary change orders or modifications to the construction contract.
 - g. Make routine and special trips to the Project site as required.
 - h. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
2. Construction observation services.
 - a. Resident review services are understood to include the detailed observation and review of the work of the contractor and materials for substantial compliance with the plans and specifications.
 - b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods as may be reasonably required to observe and review the construction work. The personnel assigned and the period of such assignment shall be subject to the agreement of the parties hereto.

ENGINEERING SERVICES AGREEMENT

EAST SIDE WATER MAIN REPLACEMENT – CONSTRUCTION SERVICES WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Construction of improvements scheduled to be completed by November 17, 2023.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

EAST SIDE WATER MAIN REPLACEMENT – CONSTRUCTION SERVICES WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **GENERAL SERVICES**, the estimated fee for general services during construction and final review of the project shall be Twenty Thousand Six Hundred Dollars (\$20,600);
2. For **ONSITE CONSTRUCTION REVIEW**, The estimated fee for construction review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The fee for resident review services shall be Sixty-Eight Thousand Dollars (\$68,000);

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT

EAST SIDE WATER MAIN REPLACEMENT – CONSTRUCTION SERVICES WEST BRANCH, IOWA

EXHIBIT "D"

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Resolution 2023-60 – Approve an Engineering Services Agreement with Veenstra & Kimm Inc. for the 2024 Water Main Replacement Project in an amount not to exceed \$144,600.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 31, 2023
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BACKGROUND:

Veenstra & Kimm Inc., proposes to provide engineer and design services, construction administration, inspections, fees to cover administration of SRF requirements and AIS tracking for the second phase of the Water Main Replacement Project which includes upgrading to 6 inch water mains on the following streets:

North Fourth St. (from East Main St to the West Branch Animal Clinic)

East Orange St. (from North Fourth to North Sixth)

Water Street

Cedar Street

South Second St (from South Maple St. to the bridge near the Fire Station)

RESOLUTION 2023-60

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
WITH VEENSTRA & KIMM, INC. FOR THE 2024 WATER MAIN
REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$144,600.**

WHEREAS, the City of West Branch, Iowa desires to construct improvements on North Fourth Street, East Orange Street (between North Fourth and North Sixth), Water Street, Cedar Street and South Second Street;

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of the needed improvements; and

WHEREAS, the City Council understands that this agreement is for second phase of the project which includes design, construction administration, inspections and fees to cover administering State Revolving Fund requirements during the construction phase including payroll review, AIS tracking and documentation for compliance (See Exhibit A); and

WHEREAS, Veenstra & Kimm, Inc. is qualified and capable of supplying said engineering services for a total fee not to exceed One Hundred Forty-Four Thousand, Six Hundred Dollars (\$144,600); and

WHEREAS, Veenstra & Kimm, Inc. has prepared an agreement to perform the aforementioned services which has been reviewed by the city attorney and now requires the approval of the City Council.

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

Passed and approved this 5th day of June, 2023.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

ENGINEERING SERVICES AGREEMENT

2024 WATER MAIN REPLACEMENT WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "**CITY**," and Veenstra & Kimm, Inc., an Iowa Corporation, 2600 University Parkway, Suite 1, Coralville, IA 52241, hereinafter referred to as the "**CONSULTANT**."

WHEREAS, the **CITY** desires to construct improvements to the City's water distribution system, referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of needed improvements; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said engineering services; and

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.
2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. **COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for an estimated fee of One Hundred Forty-Four Thousand Six Hundred Dollars (\$144,600). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

- A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.
- B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.
- C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIII. FINAL AGREEMENT.

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the **PROJECT**, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA

An Authorized Representative

Roger Laughlin, Mayor

ATTEST:

ATTEST:

An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT

2024 WATER MAIN REPLACEMENT WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

1. Preparation of preliminary engineering report.
2. Assist City with application to State Revolving Fund Intended Use Plan.
3. Gather and review available information regarding the location, depth, size and material for the existing utilities.
4. Topographic and existing utility surveying of the project area.
5. Preliminary design and coordination meetings with the City.
6. Prepare preliminary estimate of cost.
7. Final construction plans and specifications.
8. Bidding assistance. City shall reimburse Consultant for cost of distributing plans and specifications to bidders.
9. General construction contract services.
 - a. Consult with and advise Owner.
 - b. Coordinate work of testing laboratories.
 - c. Assist in interpretation of plans and specifications.
 - d. Review drawings and data of manufacturers.
 - e. Process and certify payment estimates of the Contractor to Owner.
 - f. Prepare and process necessary change orders or modifications to the construction contract.
 - g. Make routine and special trips to the Project site as required.
 - h. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
10. Construction observation and resident review services.
 - a. Resident review services are understood to include the detailed observation and review of the work of the contractor and materials for substantial compliance with the plans and specifications.
 - b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods as may be reasonably required to observe and review the construction work. The personnel assigned and the period of such assignment shall be subject to the agreement of the parties hereto.
11. Compliance with SRF record keeping including review of contractor pay rolls and wage interviews associated with Davis-Bacon wage verification and documentation of materials for American Iron & Steel compliance during construction.

ENGINEERING SERVICES AGREEMENT

2024 WATER MAIN REPLACEMENT WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Preliminary engineering report and State Revolving Fund Intended Use Plan application shall be completed and submitted by June 1, 2023.
2. Topographic surveying of the project area shall be completed by July 31, 2023.
3. Hold public hearing as requested by State Revolving Fund Intended Use Plan application by August 10, 2023.
4. Draft plans and specifications for City review shall be delivered by August 15, 2023.
5. Closed the comment period for the State Revolving Fund Intended Use Plan application by August 25, 2023.
6. Received the Commission approval by September 19, 2023.
7. Final construction plans and specifications shall be delivered by September 30, 2023.
8. Environmental Information Document (EID) shall be completed and submitted by October 31, 2023.
9. Receive Environmental Clearance Notice by November 30, 2023.
10. Estimated bid date for project is December 15, 2023.
11. Public comment period closes on EID by December 30, 2023.
12. Concurrence of Award and Notice of Funding Eligibility by January 15, 2024.
13. Notice to Proceed by March 1, 2024.
14. Construction of improvements shall be completed by October 1, 2024.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

2024 WATER MAIN REPLACEMENT WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the estimated fee for design services, design conferences, topographic survey, preparation of plans and specifications for the project of Forty-Four Thousand Dollars (\$44,000);
2. For **GENERAL SERVICES**, the estimated fee for general services during construction and final review of the project of Twenty Thousand Six Hundred Dollars (\$20,600);
3. For **ONSITE CONSTRUCTION REVIEW**, The estimated fee for construction review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work of Sixty-Eight Thousand Dollars (\$68,000);
4. For **SRF Record Keeping**, the estimated fee of Twelve Thousand Dollars (\$12,000);

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT

2024 WATER MAIN REPLACEMENT WEST BRANCH, IOWA

EXHIBIT "D"

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Resolution 2023-61 – Approve an Engineering Services Agreement with Veenstra & Kimm Inc., for the 2023 Bridge Inspection and Load Rating in an amount not to exceed \$4,000.00.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 31, 2023
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BACKGROUND:

The City is required to complete inspections of bridges and file reports with IDOT through SIIMS for structures exceeding 20 ft in length.

The attached agreement has been prepared by Veenstra & Kimm, Inc. for consideration to complete the inspections and prepare the necessary forms to submit to IDOT on behalf of the City of West Branch.

RESOLUTION 2023-61

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
WITH VEENSTRA & KIMM, INC FOR 2023 BRIDGE INSPECTION AND LOAD
RATING IN AN AMOUNT NOT TO EXCEED \$4,000.00.**

WHEREAS, The City of West Branch, Iowa has its five bridges inspected every twenty-four months to ensure the safety of its residents and visitors to the City; and

WHEREAS, Veenstra & Kimm Inc. has completed many of the tasks associated with bridge inspections in past years to the City of West Branch's satisfaction; and

WHEREAS, the services necessary to provide an adequate inspection include a routine inspection of five bridges, upper-deck inspection via ladder, update of the load rating calculations if necessary, update of the scour evaluation if necessary; and

WHEREAS, these services should be completed in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements; and

WHEREAS, Veenstra & Kimm, Inc. has prepared an agreement to perform the aforementioned services which has been reviewed by the city attorney and now requires the approval of the City Council.

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

Passed and approved this 5th day of June 2023.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

ENGINEERING SERVICES AGREEMENT

2023 BRIDGE INSPECTION AND RATING WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "**CITY**," and Veenstra & Kimm, Inc., an Iowa Corporation, 3000 Westown Parkway, West Des Moines, IA 50266, hereinafter referred to as the "**CONSULTANT**."

WHEREAS, the **CITY** desires to have five (5) bridge and culvert structures inspected and load rated for the year 2023 as required by the Iowa Department of Transportation, referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services to complete the Project; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said engineering services.

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to complete the Project under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.
2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. **COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee of Four Thousand Dollars (\$4,000.00). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIII. FINAL AGREEMENT.

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the **PROJECT**, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA



An Authorized Representative

Roger Laughlin, Mayor

ATTEST:

ATTEST:



An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT

2023 BRIDGE INSPECTION AND RATING WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

- A) Routine inspection of five (5) bridge and culvert structures in 2023 including entry and approval of inspection data into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base. Inspections will be completed for:

FHWA 012371, Main Street over West Branch Wapsinonic Creek
FHWA 012381, College Street over West Branch Wapsinonic Creek
FHWA 018431, Main Street over Drainage Ditch
FHWA 102161, 300th Street over West Branch Wapsinonic Creek
FHWA 505415, Orange Street over Drainage Ditch

- B) Load rating analysis of five (5) bridge and culvert structures in 2023 for four routine permit trucks and two emergency vehicles. Results of load rating analysis will be entered into SIIMS. These ratings are required to satisfy new FHWA/Iowa DOT requirements. Rating will be completed for:

FHWA 012371, Main Street over West Branch Wapsinonic Creek
FHWA 012381, College Street over West Branch Wapsinonic Creek
FHWA 018431, Main Street over Drainage Ditch
FHWA 102161, 300th Street over West Branch Wapsinonic Creek
FHWA 505415, Orange Street over Drainage Ditch

ENGINEERING SERVICES AGREEMENT

2023 BRIDGE INSPECTION AND RATING WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

- A) Routine inspection of five (5) bridge and culvert structures in 2023 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.
Inspection completed in June of 2023, entry and approval in SIIMS by October 1, 2023.

- B) Load rating analysis of five (5) bridge and culvert structures in 2023 for four routine permit trucks and two emergency vehicles. Results of load rating analysis will be entered into SIIMS. Ratings and data entry into SIIMS will be completed by December 31, 2023.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

**2023 BRIDGE INSPECTION AND RATING
WEST BRANCH, IOWA**

EXHIBIT "C"

COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

- A) The fee for routine inspection and rating of five (5) bridge and culvert structures in 2023 including entry and approval of inspection and rating data into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base shall be the lump sum fee of Four Thousand Dollars (\$4,000.00).

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT

**2023 BRIDGE INSPECTION AND RATING
WEST BRANCH, IOWA**

EXHIBIT "D"

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Resolution 2023-62 - Approving Pay Estimate Number 9 in the amount of \$468,052.07 to Boomerang Corp. for the Wastewater Treatment Facility Improvements Project.
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PREPARED BY:	Leslie Brick
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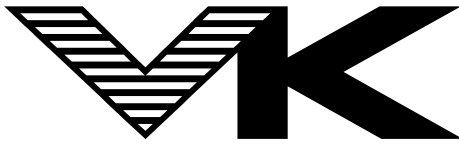
DATE:	May 31, 2023
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SUMMARY:

Boomerang Corp. of Anamosa, Iowa was awarded the construction contract for the Wastewater Treatment Facility Improvements Project for West Branch, Iowa 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.

The City has received and paid the following Pay Estimates for the project to date:

Pay Estimate Number	Amount	Resolution #	Date
1	\$756,667.50	2022-73	August 1, 2022
2	\$511,380.70	2022-81	September 6, 2022
3	\$1,265,515.11	2022-95	October 17, 2022
4	\$165,941.25	2022-111	November 21, 2022
5	\$479,240.80	2022-116	December 19, 2022
6	\$510,181.34	2023-04	January 17, 2023
7	\$151,883.91	2023-26	March 20, 2023
8	<u>\$522,618.05</u>	2023-45	May 1, 2023
	\$4,363,428.66		



VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000 // 888.241.8001
www.v-k.net

COMPARISON BETWEEN PAY ESTIMATE NOS. 8 & 9

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

	Description	Extended Price	Pay Est. No. 8 Total Completed	Monthly Work Completed	Quantity Completed	Pay Est. No. 9 Total Completed
1.1	Bonds/Permits/Insurance	\$ 155,000.00	\$ 155,000.00		100%	\$ 155,000.00
1.2	Adminstration/Project Management	\$ 100,000.00	\$ 45,000.00		45%	\$ 45,000.00
1.3	Mobilization	\$ 230,000.00	\$ 172,500.00		75%	\$ 172,500.00
1.4	Toilets/Dumpster/Etc	\$ 5,200.00	\$ 2,600.08	\$ 296.40	56%	\$ 2,896.48
1.5	Testing	\$ 15,000.00	\$ 7,500.50	\$ 3,750.00	75%	\$ 11,250.50
1.6	Survey	\$ 40,000.00	\$ 32,000.00		80%	\$ 32,000.00
1.7	SWPPP Prep./Maint./Inspection	\$ 20,000.00	\$ 20,000.00		100%	\$ 20,000.00
2.1	Fence Removal	\$ 2,500.00	\$ 2,250.00	\$ 250.00	100%	\$ 2,500.00
2.2	Silt Fence	\$ 12,500.00	\$ 12,500.00		100%	\$ 12,500.00
2.3	Clear & Grub	\$ 45,000.00	\$ 45,000.00		100%	\$ 45,000.00
2.4	Demo Piping/ Aeration/ Manholes	\$ 25,000.00	\$ 17,500.00	\$ 2,500.00	80%	\$ 20,000.00
2.5	Sludge Removal Cell #2	\$ 170,000.00	\$ 170,000.00		100%	\$ 170,000.00
2.6	Sludge Removal Cell #3	\$ 95,000.00	\$ 95,000.00		100%	\$ 95,000.00
2.7	Synthetic Lining System Cell #1A, 1B	\$ 75,000.00				
2.8	Synthetic Lining system Cell #2A, 2B	\$ 75,000.00				
2.9	Buried Piping Materials	\$ 950,000.00	\$ 291,264.95	\$ 326,894.40	65%	\$ 618,159.35
2.10	Buried Piping Labor	\$ 475,000.00	\$ 285,000.00	\$ 95,000.00	80%	\$ 380,000.00
2.11	Wire Fence	\$ 35,000.00				
2.12	Seeding/ Matting	\$ 45,000.00				
2.13	Lagoon Construction Labor & Equip.	\$ 625,000.00	\$ 593,750.00		95%	\$ 593,750.00
2.14	Strip/Respread Topsoil	\$ 60,000.00	\$ 50,000.00		83%	\$ 50,000.00
3.1	Reinforcing Materials	\$ 180,000.00	\$ 104,650.00	\$ 5,231.00	61%	\$ 109,881.00
3.2	Reinforcing Submittals	\$ 3,000.00	\$ 3,000.00		100%	\$ 3,000.00
3.3	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
3.4	Sampler Building Labor	\$ 40,000.00	\$ 28,000.00	\$ 10,000.00	95%	\$ 38,000.00
3.5	Sampler Building Concrete Mat'ls	\$ 10,000.00	\$ 7,000.00	\$ 2,500.00	95%	\$ 9,500.00
3.6	UV Building Labor	\$ 125,000.00	\$ 87,500.00	\$ 36,900.00	100%	\$ 124,400.00
3.7	UV Building Materials	\$ 45,000.00	\$ 31,500.00	\$ 13,000.00	99%	\$ 44,500.00
3.8	Effluent Flume Labor	\$ 35,000.00	\$ 35,000.00		100%	\$ 35,000.00
3.9	Effluent Flume Materials	\$ 10,000.00	\$ 10,000.00		100%	\$ 10,000.00
3.10	SAGR Control #1 Labor	\$ 60,000.00	\$ 57,000.00		95%	\$ 57,000.00
3.11	SAGR Control #1 Materials	\$ 30,000.00	\$ 28,500.00		95%	\$ 28,500.00
3.12	SAGR Control #2 Labor	\$ 40,000.00	\$ 38,000.00		95%	\$ 38,000.00
3.13	SAGR Control #2 Materials	\$ 20,000.00	\$ 19,000.00		95%	\$ 19,000.00
3.14	SAGR Control #3 Labor	\$ 60,000.00				
3.15	SAGR Control #3 Materials	\$ 30,000.00				
3.16	SAGR control #4 Labor	\$ 40,000.00		\$ 8,000.00	20%	\$ 8,000.00
3.17	SAGR control #4 Materials	\$ 20,000.00		\$ 4,000.00	20%	\$ 4,000.00
3.18	UV Building Labor	\$ 90,000.00	\$ 63,000.00	\$ 27,000.00	100%	\$ 90,000.00
3.19	UV Materials	\$ 45,000.00	\$ 31,500.00	\$ 13,500.00	100%	\$ 45,000.00
3.20	Gen. Pad/Misc. Concrete/Pads L&M	\$ 15,000.00		\$ 11,250.00	75%	\$ 11,250.00

	Description	Extended Price	Pay Est. No. 8 Total Completed	Monthly Work Completed	Quantity Completed	Pay Est. No. 9 Total Completed
4.1	Masonry Materials	\$ 50,000.00		\$ 15,000.00	30%	\$ 15,000.00
4.2	Masonry Labor	\$ 100,000.00		\$ 30,000.00	30%	\$ 30,000.00
4.3	Submittals	\$ 5,000.00	\$ 2,500.00		50%	\$ 2,500.00
5.1	Structure Embeds Materials	\$ 65,000.00		\$ 30,000.00	46%	\$ 30,000.00
5.2	Grating Materials & Labor	\$ 50,000.00				
5.3	Handrail Labor & Materials	\$ 45,000.00				
5.4	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
6.1	UV Building Materials	\$ 25,000.00				
6.2	UV Building Labor	\$ 50,000.00				
6.3	Sampler Building Materials	\$ 15,000.00				
6.4	Sampler Building Labor	\$ 20,000.00				
6.5	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
7.1	UV Building Insulation	\$ 5,000.00				
7.2	Sampler Building Insulation	\$ 2,000.00				
7.3	UV Building Metal Roof Panels L&M	\$ 20,000.00				
7.4	Samp. Bldg Metal Roof Panels L&M	\$ 10,000.00				
7.5	UV Building Metal Wall Panels L&M	\$ 10,000.00				
7.6	Samp. Bldg Metal Wall Panels L&M	\$ 7,500.00				
7.7	Gutters & Downspouts L&M	\$ 3,000.00				
7.8	Joint Sealants Labor & Materials	\$ 7,500.00				
7.9	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
8.1	Steel Doors, Frames & Hdwe Mat'ls	\$ 20,000.00				
8.2	Steel Doors Frames & Hdwe Labor	\$ 5,000.00				
8.3	Coiling /Overhead Door L&M	\$ 25,000.00				
8.4	Access Hatches Labor & Materials	\$ 2,500.00				
8.5	Glazing	\$ 5,000.00				
8.6	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
9.1	Painting Labor & Materials	\$ 25,000.00				
9.2	Gypsum Board Labor & Materials	\$ 35,000.00				
9.3	Submittals	\$ 1,000.00				
10.1	Fire Extinguisher	\$ 300.00				
11.1	Sluice Gates Installation	\$ 80,000.00	\$ 16,000.00	\$ 8,000.00	30%	\$ 24,000.00
11.2	Sluice Gates Materials	\$ 200,000.00	\$ 40,000.00	\$ 15,500.00	28%	\$ 55,500.00
11.3	Primary SAGR Sac. Walls Mat'ls	\$ 50,000.00				
11.4	Secondary SAGR Sac. Wall Mat'ls	\$ 50,000.00				
11.5	Primary SAGR Walls Labor	\$ 75,000.00				
11.6	Secondary SAGR Walls Labor	\$ 75,000.00				
11.7	Primary SAGR Aggregate L&M	\$ 400,000.00				
11.8	Secondary SAGR Aggregate L&M	\$ 400,000.00				
11.9	Mulch Labor & Materials	\$ 60,000.00				
11.10	Fine grade for Liners L&M	\$ 60,000.00				
11.11	Inter SAGR piping Materials	\$ 50,000.00				
11.12	Inter SAGR Piping Labor	\$ 100,000.00				
11.13	Nexom Blower/Aeration Equip. Mat'ls	\$ 738,000.00	\$ 300,000.00		41%	\$ 300,000.00
11.14	Blower/Aeration Equipment Labor	\$ 250,000.00	\$ 150,000.00		60%	\$ 150,000.00
11.15	Nexom Blower/Aeration Downpaym't	\$ 82,000.00	\$ 82,000.00		100%	\$ 82,000.00
11.16	Sampler Labor & Materials	\$ 12,000.00				
11.17	UV Equipment Materials	\$ 225,000.00				
11.18	UV Equipment Labor	\$ 92,000.00				
11.19	UV Equipment Down payment	\$ 25,000.00	\$ 25,000.00		100%	\$ 25,000.00
11.20	Sanitary Pump Materials	\$ 50,000.00		\$ 10,000.00	20%	\$ 10,000.00
11.21	Pumps Labor	\$ 10,000.00		\$ 2,500.00	25%	\$ 2,500.00
11.22	Submittals UV/NEXOM/ sampler	\$ 15,000.00	\$ 15,000.00		100%	\$ 15,000.00

	Description	Extended Price	Pay Est. No. 8 Total Completed	Monthly Work Completed	Quantity Completed	Pay Est. No. 9 Total Completed
12.1	Laboratory Casework Materials	\$ 20,000.00				
12.2	Laboratory Casework Labor	\$ 5,000.00				
12.3	Submittals	\$ 1,000.00			100%	\$ 1,000.00
13.1	Process Piping Labor & Materials	\$ 275,000.00				
13.2	Submittals	\$ 5,000.00			100%	\$ 5,000.00
14.1	Hoists Equipment Materials	\$ 25,000.00				
14.2	Hoists Equipment Labor	\$ 5,000.00				
14.3	Submittals	\$ 1,000.00				
15.1	HVAC Materials	\$ 75,000.00				
15.2	HVAC Labor	\$ 9,000.00				
15.3	Plumbing Materials	\$ 50,000.00			16%	\$ 7,750.00
15.4	Plumbing Labor	\$ 15,000.00			20%	\$ 3,000.00
15.5	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
16.1	Generator & Transfer Switch Material	\$ 65,000.00				
16.2	Generator & Transfer Switch Labor	\$ 45,000.00				
16.3	Electrical Materials	\$ 115,000.00	\$ 3,000.00		3%	\$ 3,000.00
16.4	Electrical Labor	\$ 65,000.00	\$ 2,000.00		3%	\$ 2,000.00
16.5	Submittals	\$ 5,000.00	\$ 4,000.00		100%	\$ 5,000.00
17.1	Process Control & Instrument L&M	\$ 160,000.00				
17.2	Submittals	\$ 5,000.00			100%	\$ 5,000.00
Contract Price:		\$ 8,837,000.00	\$ 3,210,015.53	\$ 671,071.80	44%	\$ 3,903,837.33

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
2.7	Synthetic Liner	LS	\$ 50,000.00	\$ 50,000.00
2.9	Buried Pipe (Schimberg)	LS	\$ 331,840.65	\$ 331,840.65
3.1	Reinforcing Materials (CMI)	LS	\$ 70,119.00	\$ 70,119.00
5.1	Structure Embeds Materials (Weirs & Beams) (Breuer)	LS	\$ 22,445.49	\$ 22,445.49
5.2	Grating Materials (Breuer)	LS	\$ 9,976.04	\$ 9,976.04
5.3	Handrail Materials (Platform & Stairs)	LS	\$ 12,458.73	\$ 12,458.73
8.1	Doors & Door Hardware	LS	\$ 18,585.00	\$ 18,585.00
8.3	Overhead Doors	LS	\$ 21,275.00	\$ 21,275.00
11.2	Sluice Gates	LS	\$ 86,212.11	\$ 86,212.11
11.13	Nexom Blower & Aeration Equipment Materials	LS	\$ 316,300.00	\$ 316,300.00
11.17	Trojan UV Equipment	LS	\$ 173,251.25	\$ 173,251.25
15.1	Fan	1	\$ 356.00	\$ 356.00
15.1	Indeeco Heaters	LS	\$ 14,755.00	\$ 14,755.00
15.1	Split System	1	\$ 10,795.00	\$ 10,795.00
15.1	Dehumidifier	1	\$ 3,485.00	\$ 3,485.00
15.1	Grilles	LS	\$ 280.00	\$ 280.00
15.1	Greenheck Fans & Dampers	LS	\$ 14,650.00	\$ 14,650.00
16.3	Electrical Equipment	LS	\$ 18,460.49	\$ 18,460.49
Total				\$ 1,175,244.76

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 8,837,000.00	Extended Cost
Approved Change Order (list each)	Change Order No. 1	\$ 6,687.10	\$ 6,687.10
	Revised Contract Price	\$ 8,843,687.10	\$ 3,910,524.43

Stored \$ 1,175,244.76

Total Earned \$ 5,085,769.19

Retainage (5%) \$ 254,288.46

Total Earned Less Retainage \$ 4,831,480.73

Total Previously Approved (list each)	Pay Estimate No. 1	\$ 756,667.50	
	Pay Estimate No. 2	\$ 511,380.70	
	Pay Estimate No. 3	\$ 1,265,515.11	
	Pay Estimate No. 4	\$ 165,941.25	
	Pay Estimate No. 5	\$ 479,240.80	
	Pay Estimate No. 6	\$ 510,181.34	
	Pay Estimate No. 7	\$ 151,883.91	
	Pay Estimate No. 8	\$ 522,618.05	

Total Previously Approved \$ 4,363,428.66

Percent Complete 44%

Amount Due This Request \$ 468,052.07

The amount \$468,052.07 is recommended for approval for payment in accordance with the terms of the contract.

RESOLUTION 2023-62

A RESOLUTION APPROVING PAY ESTIMATE NUMBER 9 IN THE AMOUNT OF \$468,052.07 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.

WHEREAS, the City Council of West Branch, previously approved Pay Estimate Number 1 through 8 in the amount of \$4,363,428.66 to Boomerang Corp. of Anamosa, IA to date; and

WHEREAS, it is now necessary for the City Council to accept Pay Estimate Number 9 in the amount of \$468,052.07.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that Pay Estimate Number 9 in the amount of \$468,052.07 to Boomerang Corp. of Anamosa, IA is approved.

Passed and approved this 5th day of June, 2023.

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

May 31, 2023

PAY ESTIMATE NO. 9 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 April 11, 2023 - May 23, 2023

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	Bonds/Permits/Insurance	LS	XXXXXX	XXXXXX	\$ 155,000.00	100%	\$ 155,000.00
1.2	Adminstration/Project Management	LS	XXXXXX	XXXXXX	\$ 100,000.00	45%	\$ 45,000.00
1.3	Mobilization	LS	XXXXXX	XXXXXX	\$ 230,000.00	75%	\$ 172,500.00
1.4	Toilets/Dumpster/Etc	LS	XXXXXX	XXXXXX	\$ 5,200.00	56%	\$ 2,896.48
1.5	Testing	LS	XXXXXX	XXXXXX	\$ 15,000.00	75%	\$ 11,250.50
1.6	Survey	LS	XXXXXX	XXXXXX	\$ 40,000.00	80%	\$ 32,000.00
1.7	SWPPP Prep./Maint./Inspection	LS	XXXXXX	XXXXXX	\$ 20,000.00	100%	\$ 20,000.00
2.1	Fence Removal	LS	XXXXXX	XXXXXX	\$ 2,500.00	100%	\$ 2,500.00
2.2	Silt Fence	LS	XXXXXX	XXXXXX	\$ 12,500.00	100%	\$ 12,500.00
2.3	Clear & Grub	LS	XXXXXX	XXXXXX	\$ 45,000.00	100%	\$ 45,000.00
2.4	Demo Piping/ Aeration/ Manholes	LS	XXXXXX	XXXXXX	\$ 25,000.00	80%	\$ 20,000.00
2.5	Sludge Removal Cell #2	LS	XXXXXX	XXXXXX	\$ 170,000.00	100%	\$ 170,000.00
2.6	Sludge Removal Cell #3	LS	XXXXXX	XXXXXX	\$ 95,000.00	100%	\$ 95,000.00
2.7	Synthetic Lining System Cell #1A, 1B	LS	XXXXXX	XXXXXX	\$ 75,000.00		
2.8	Synthetic Lining system Cell #2A, 2B	LS	XXXXXX	XXXXXX	\$ 75,000.00		
2.9	Buried Piping Materials	LS	XXXXXX	XXXXXX	\$ 950,000.00	65%	\$ 618,159.35
2.10	Buried Piping Labor	LS	XXXXXX	XXXXXX	\$ 475,000.00	80%	\$ 380,000.00
2.11	Wire Fence	LS	XXXXXX	XXXXXX	\$ 35,000.00		
2.12	Seeding/ Matting	LS	XXXXXX	XXXXXX	\$ 45,000.00		
2.13	Lagoon Construction Labor & Equip.	LS	XXXXXX	XXXXXX	\$ 625,000.00	95%	\$ 593,750.00
2.14	Strip/Respread Topsoil	LS	XXXXXX	XXXXXX	\$ 60,000.00	83%	\$ 50,000.00
3.1	Reinforcing Materials	LS	XXXXXX	XXXXXX	\$ 180,000.00	61%	\$ 109,881.00
3.2	Reinforcing Submittals	LS	XXXXXX	XXXXXX	\$ 3,000.00	100%	\$ 3,000.00
3.3	Submittals	LS	XXXXXX	XXXXXX	\$ 5,000.00	100%	\$ 5,000.00
3.4	Sampler Building Labor	LS	XXXXXX	XXXXXX	\$ 40,000.00	95%	\$ 38,000.00
3.5	Sampler Building Concrete Mat'ls	LS	XXXXXX	XXXXXX	\$ 10,000.00	95%	\$ 9,500.00
3.6	UV Building Labor	LS	XXXXXX	XXXXXX	\$ 125,000.00	100%	\$ 124,400.00
3.7	UV Building Materials	LS	XXXXXX	XXXXXX	\$ 45,000.00	99%	\$ 44,500.00
3.8	Effluent Flume Labor	LS	XXXXXX	XXXXXX	\$ 35,000.00	100%	\$ 35,000.00
3.9	Effluent Flume Materials	LS	XXXXXX	XXXXXX	\$ 10,000.00	100%	\$ 10,000.00
3.10	SAGR Control #1 Labor	LS	XXXXXX	XXXXXX	\$ 60,000.00	95%	\$ 57,000.00
3.11	SAGR Control #1 Materials	LS	XXXXXX	XXXXXX	\$ 30,000.00	95%	\$ 28,500.00
3.12	SAGR Control #2 Labor	LS	XXXXXX	XXXXXX	\$ 40,000.00	95%	\$ 38,000.00
3.13	SAGR Control #2 Materials	LS	XXXXXX	XXXXXX	\$ 20,000.00	95%	\$ 19,000.00
3.14	SAGR Control #3 Labor	LS	XXXXXX	XXXXXX	\$ 60,000.00		
3.15	SAGR Control #3 Materials	LS	XXXXXX	XXXXXX	\$ 30,000.00		
3.16	SAGR control #4 Labor	LS	XXXXXX	XXXXXX	\$ 40,000.00	20%	\$ 8,000.00
3.17	SAGR control #4 Materials	LS	XXXXXX	XXXXXX	\$ 20,000.00	20%	\$ 4,000.00
3.18	UV Building Labor	LS	XXXXXX	XXXXXX	\$ 90,000.00	100%	\$ 90,000.00
3.19	UV Materials	LS	XXXXXX	XXXXXX	\$ 45,000.00	100%	\$ 45,000.00
3.20	Gen. Pad/Misc. Concrete/Pads L&M	LS	XXXXXX	XXXXXX	\$ 15,000.00	75%	\$ 11,250.00

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
4.1	Masonry Materials	LS	XXXXX	XXXXX	\$ 50,000.00	30%	\$ 15,000.00
4.2	Masonry Labor	LS	XXXXX	XXXXX	\$ 100,000.00	30%	\$ 30,000.00
4.3	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	50%	\$ 2,500.00
5.1	Structure Embeds Materials	LS	XXXXX	XXXXX	\$ 65,000.00	46%	\$ 30,000.00
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	100%	\$ 5,000.00
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	100%	\$ 5,000.00
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	100%	\$ 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	30%	\$ 24,000.00
11.2	Sluice Gates Materials	LS	XXXXX	XXXXX	\$ 200,000.00	28%	\$ 55,500.00
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	41%	\$ 300,000.00
11.14	Blower/Aeration Equipment Labor	LS	XXXXX	XXXXX	\$ 250,000.00	60%	\$ 150,000.00
11.15	Nexom Blower/Aeration Downpaym't	LS	XXXXX	XXXXX	\$ 82,000.00	100%	\$ 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	100%	\$ 25,000.00
11.20	Sanitary Pump Materials	LS	XXXXX	XXXXX	\$ 50,000.00	20%	\$ 10,000.00
11.21	Pumps Labor	LS	XXXXX	XXXXX	\$ 10,000.00	25%	\$ 2,500.00
11.22	Submittals UV/NEXOM/ sampler	LS	XXXXX	XXXXX	\$ 15,000.00	100%	\$ 15,000.00

	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	100%	\$ 1,000.00
13.1	Process Piping Labor & Materials	LS	XXXXX	XXXXX	\$ 275,000.00		
13.2	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 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	16%	\$ 7,750.00
15.4	Plumbing Labor	LS	XXXXX	XXXXX	\$ 15,000.00	20%	\$ 3,000.00
15.5	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
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	3%	\$ 3,000.00
16.4	Electrical Labor	LS	XXXXX	XXXXX	\$ 65,000.00	3%	\$ 2,000.00
16.5	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
17.1	Process Control & Instrument L&M	LS	XXXXX	XXXXX	\$ 160,000.00		
17.2	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
Contract Price:					\$ 8,837,000.00		\$ 3,903,837.33

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
2.7	Synthetic Liner	LS	\$ 50,000.00	\$ 50,000.00
2.9	Buried Pipe (Schimberg)	LS	\$ 331,840.65	\$ 331,840.65
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15.1	Indeeco Heaters	LS	\$ 14,755.00	\$ 14,755.00
15.1	Split System	1	\$ 10,795.00	\$ 10,795.00
15.1	Dehumidifier	1	\$ 3,485.00	\$ 3,485.00
15.1	Grilles	LS	\$ 280.00	\$ 280.00
15.1	Greenheck Fans & Dampers	LS	\$ 14,650.00	\$ 14,650.00
16.3	Electrical Equipment	LS	\$ 18,460.49	\$ 18,460.49
Total				\$ 1,175,244.76

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 8,837,000.00	\$ 3,903,837.33
Approved Change Order (list each)	Change Order No. 1	\$ 6,687.10	\$ 6,687.10
	Revised Contract Price	\$ 8,843,687.10	\$ 3,910,524.43

Stored \$ 1,175,244.76

Total Earned \$ 5,085,769.19

Retainage (5%) \$ 254,288.46

Total Earned Less Retainage \$ 4,831,480.73

Total Previously Approved (list each)	Pay Estimate No. 1	\$ 756,667.50	
	Pay Estimate No. 2	\$ 511,380.70	
	Pay Estimate No. 3	\$ 1,265,515.11	
	Pay Estimate No. 4	\$ 165,941.25	
	Pay Estimate No. 5	\$ 479,240.80	
	Pay Estimate No. 6	\$ 510,181.34	
	Pay Estimate No. 7	\$ 151,883.91	
	Pay Estimate No. 8	\$ 522,618.05	

Total Previously Approved \$ 4,363,428.66

Percent Complete 44%

Amount Due This Request \$ 468,052.07

The amount \$468,052.07 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: 

Name: Matt Sattler

Title: Project Manager

Date: 05/31/2023

Signature: 

Name: Emily Linebaugh

Title: Engineer

Date: May 31, 2023

Signature: _____

Name: _____

Title: _____

Date: _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Resolution 2023-63 - Approving Change Order Number 2 in the amount of \$19,261.90 for the Wastewater Treatment Facility Improvements Project.
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PREPARED BY:	Leslie Brick
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DATE:	May 31, 2023
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SUMMARY:

Boomerang Corp. of Anamosa, Iowa was awarded the construction contract for the Wastewater Treatment Facility Improvements Project for West Branch, Iowa 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.

The City has received the following Change Orders for the project to date:

Change Order Number	Amount	Resolution #	Date Approved
1	\$6,687.10	2022-112	December 5, 2022

RESOLUTION 2023-63

**A RESOLUTION APPROVING CHANGE ORDER #2 IN THE AMOUNT OF \$19,261.90
FOR THE WASTEWATER TREATMENT FACILITY 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, Change Order #2 makes modifications to the project as described on Exhibit A; and

WHEREAS, Change Order #2 increases the contract amount by \$19,261.90; and

WHEREAS, it is now necessary to approve Change Order #2 in the amount of \$19,261.90 for the Wastewater Treatment Facility Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that Change Order #2 in the amount of \$19,261.90 for the Wastewater Treatment Facility Project is approved.

* * * * *

Passed and approved this 5th day of June, 2023.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



EXHIBIT A

VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000 // 888.241.8001
www.v-k.net

May 30, 2023

CHANGE ORDER NO. 2

WASTEWATER TREATMENT FACILITY IMPROVEMENTS
WEST BRANCH, IOWA
SRF PROJECT NO. CS1920982 01

Change Order No. 2 is for the following modifications to the project:

1. Install 24-inch 11 1/4" fitting on pipe to connect Influent Manhole to Intercell MH No. 2. (Boomerang RFC 01R3) LS: \$ 6,788.24
2. Install 12"x6" Tapping Tee & Valve to connect new 6" water main to existing 12" water main. (Boomerang RFC 05R) LS: \$ 12,473.66
2. Due to the above modifications, the contract completion date is extended by 2 days to November 3, 2023.

Change Order No. 2 increases the contract amount by \$ 19,261.90.

BOOMERANG CORP.

CITY OF WEST BRANCH, IOWA

By _____

By _____

Title _____

Title Mayor

Date _____

Date _____

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA

By Emily Linebaugh

By _____

Title Project Engineer

Title City Administrator

Date 5/30/2023

Date _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM: Motion to Accept Lucas Moore's resignation
--

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

DATE: May 16, 2023

BACKGROUND:

Officer Lucas Moore was hired on October 3, 2022, and graduated from the Iowa Law Enforcement Academy on April 21, 2023. Officer Moore was in the process of completing his Field Training with the Department.

Officer Moore has accepted a Deputy Sheriff position with the Johnson County Sheriff's Office and has resigned his employment with the City effective 5/28/2023.

Officer Moore is subject to a Training Reimbursement Agreement and is responsible for 100% of actual costs incurred as shown in Exhibit B once those costs have been tabulated by the Finance Officer.

It is my recommendation to accept Officer Moore's resignation.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM: Discussion item– Regarding the City health and dental premium stipend (sponsored by Councilperson Tom Dean)

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 31, 2023

BACKGROUND:

Roughly ten or more years ago, council approved a health and dental insurance stipend policy for employees who opted not to take health/dental insurance if they were covered under a spouse or parent's insurance plan. The current policy per the Employee Handbook, reimburses those employees 50% of the cost of single coverage for health and/or dental each month for that insurance plan year (which varies year to year). This stipend is paid through payroll and is considered as 'special pay' which is taxable and not subject to IPERS. The average monthly stipend range is between \$300-\$350 per month. Currently, we have 7 employees who have other coverage through a spouse or parent and are eligible for the monthly stipend.

For FY24 the monthly stipend will be \$324.09 per employee per month:
(7 employees x \$324.09 = \$2,268.63 x 12 months = \$27,223.56 annual cost to the city)

For FY24, if those same employees would be required to take single coverage which is paid 100% by the City, the monthly cost would be \$857.93 (which includes monthly partial self-funding costs). (7 employees x \$857.93 = \$6,005.51 x 12 months = \$72,066.12 annual cost to the city)

WHY IT IS DIFFERENT NOW:

These seven employees are budgeted to receive approximately \$4,000 in stipend equaling \$28,000. Over \$16,000 of those dollars come out of the general fund dollars. The general fund is becoming increasingly stressed with state property tax reforms in 2013 and 2023 plus other tax exemptions. In addition, the inflation rate has made general fund less valuable compared the purchasing power of previous budgets. With all this pressure, it has the current council considering every option they can to preserve the general fund before major operational cuts occur.

REQUEST

Some council members are wishing to reserve this policy and would like the full council to discuss this policy. Staff needs direction if this is worthy of a resolution and formal vote.

Pros for Overturning	Cons for Overturning
It will save at least \$16,000 in the general fund which is the city's most important property tax fund.	It will cost the taxpayers roughly \$28,000 more if employees opt in to insurance.
Other employers don't offer health stipends.	Each employer is allowed to differentiate their benefit packages.
With state property tax reform, general fund dollars are becoming increasingly stressed. Iowa legislators should be held accountable.	Employees may be disgruntled as they will be receiving roughly a \$4,000 cut in their salary. This could encourage employees to look for other employment, at a time when the labor market is not advantageous for the city.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM:	Discussion item – Reconsider closing the south end of the alley located between 4 th and 5 th Street (sponsored by Councilperson Jodee Stoolman.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 31, 2023
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BACKGROUND:

The alley between North 4th and North 5th Street has been a topic of conversation for many years between the City and the residents who use it. Most resident's who live on the 100 block of North 4th Street do not have driveway access, and therefore must use the alley for parking. In addition, there is "no parking" on the 100 block of North Fourth Street.

Over time, the alley has deteriorated and constantly washes gravel onto East Main Street during heavy rain events which causes a driving hazard for west bound vehicles.

Discussions have taken place regarding over the past several years on vacating the alley, closing a portion of the alley to eliminate wash outs and turning it over to the residents who use it to maintain it.

The alley apron on the south end is schedule for modifications with the Eastside Water Main Replacement Project and Councilperson Stoolman asked that the subject of closing this portion of the alley be re-considered before any improvements are done.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM: Discussion item - Consider accepting a deed from 316 Beranek Drive
--

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 18, 2023

BACKGROUND:

Many years ago, there were discussions between a previous council and the owner of 316 Beranek Drive, Lee Cassabaum, on two sections of land that are privately owned but serve a public purpose.

Negotiations broke down as the property owner and city could not find a mutual agreement. The property owner has approached City Administrator Kofoed on several occasions where the land owner is willing to renegotiate.

The property owner is asking for the city to accept the deeds for the privately-owned streets leading to Beranek Park. In exchange, the property owner will demolish and rebuild a better garage/shed. They are also asking the city to assist with applying dirt to prevent this new shed from flooding as the old one floods often.

RECOMMENDATIONS

Mayor Laughlin and Public Works Director, Goodale felt they were reasonable requests and it wouldn't burden the city or their departments too much.



*Picture of the low spot next to the shed and also outlines the undesirable aesthetics entering Beranek Park. *



The left side of the chip and seal road is considered privately owned even though its main purpose is to serve Beranek Park.

X-REFS:

Parking
Lot

COPIES

20100212"E

FOUND 1/2" REBAR

Acquisition P
r Public Right-c
y of West Branc



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 5, 2023

AGENDA ITEM: Discussion item – Local Option Sales Tax Referendum

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 30, 2023

BACKGROUND:

November 2025 the City's Local Option Sales and Service Tax will expire. 100% of LOSST proceeds are for park improvements. Most notably, they pay for Cubby Park project debt. If our option sales tax expires, the City of West Branch has two options:

1. Raise Property Taxes to pay for Cubby Park
2. Default on Cubby Park Debt (Not Recommended).

Council may consider changing its locally imposed requirements of LOSST. However, Cubby Park payments expire in 2032, therefore there will not be a lot of funds left over once LOSST money pays Cubby Park Bonds. In FY 2025, staff projects a \$20,000 surplus that could, in theory, be used for something other than parks.

REQUEST

Placing 100% of LOSST funds for parks improvements restricts other needs the council could have such as street improvements, EMS support, etc. However, council may feel resident voting patterns dictated the public's demand for parks and recreation services.

Staff is seeking feedback if Council wishes to:

1. Keep the language the same: for park improvements only.
2. Change the referendum language from park improvements to park debt, park improvements, and_____.

Other LOSST Projects may be found here: <https://iowaleague.org/wp-content/uploads/LOSTREPORT.pdf>

State of Iowa
ABSTRACT OF VOTES

Cedar County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the 2014 General Election held on the 4th day of November, 2014, as shown by the tally lists returned from the election precincts.

Public Measure "Y"

To authorize imposition of a local sales and services tax in the City of West Branch, Iowa at the rate of one percent (1%) to be effective from July 1, 2015, until expiration on June 30, 2025.

A local sales and services tax shall be imposed in the City of West Branch, Iowa at the rate of one percent (1%) to be effective from July 1, 2015, until expiration on June 30, 2025. Revenues from the sales and services tax shall be allocated as follows:

0% for property tax relief

The specific purposes for which the revenues shall otherwise be expended are:

City of West Branch Park Improvements.

For the question, there were:

Four hundred seventy six (476) votes

Against the question, there were:

Three hundred ninety five (395) votes

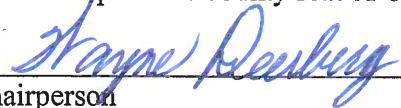
TOTAL

Eight hundred seventy one (871) votes


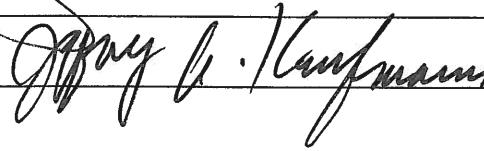
We therefore declare the public measure "Y" to be adopted.


IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Tipton the county seat of Cedar County, this 10th day of November, 2014.


Chairperson



Attest: 
County Auditor and Clerk of the Board of Supervisors

City of West Branch, Cedar County, IA

General Obligation Debt

		2013		2015		2016A		2016B		
		\$2,730,000 GO Corp Purp & Ref Bonds		\$855,000 GO Corp Purp Bonds		\$1,000,000 G.O. Corp. Purp.Bond		\$400,000 G.O. Taxable U.R. Bonds		
		Issued: 3/5/2013	TIC - 2.32%	Issued: 8/18/15	TIC - 2.20%	Issued: 7/19/2016	TIC - 1.83%	Issued: 7/19/2016	TIC - 2.27%	
	Fiscal	"Callable"	Principal &	"Callable"	Principal &	Principal	Principal &	"Callable"	Principal &	
Date	Year	Principal	Interest	Principal	Interest		Interest	Principal	Interest	FY
01-Dec-2022			\$ 13,093.75		\$ 3,330.00		\$ 5,293.75		\$ 2,475.00	
01-June-2023	2023	\$ 180,000.00	193,093.75	\$ 90,000.00	93,330.00	\$ 90,000.00	95,293.75	\$ 50,000.00	52,475.00	23
01-Dec-2023			11,563.75		2,340.00		4,618.75		1,925.00	
01-June-2024	2024	185,000.00	196,563.75	95,000.00	97,340.00	90,000.00	94,618.75	50,000.00	51,925.00	24
01-Dec-2024			9,852.50		1,200.00		3,831.25		1,375.00	
01-June-2025	2025	190,000.00	199,852.50	100,000.00	101,200.00	95,000.00	98,831.25	55,000.00	56,375.00	25
01-Dec-2025			7,952.50				3,000.00		687.50	
01-June-2026	2026	80,000.00	87,952.50			95,000.00	98,000.00	55,000.00	55,687.50	26
01-Dec-2026			7,032.50				2,050.00			
01-June-2027	2027	80,000.00	87,032.50			100,000.00	102,050.00			27
01-Dec-2027			6,112.50				1,050.00			
01-June-2028	2028	80,000.00	86,112.50			100,000.00	101,050.00			28
01-Dec-2028			5,112.50							
01-June-2029	2029	85,000.00	90,112.50							29
01-Dec-2029			4,050.00							
01-June-2030	2030	85,000.00	89,050.00							30
01-Dec-2030			2,775.00							
01-June-2031	2031	90,000.00	92,775.00							31
01-Dec-2031			1,425.00							
01-June-2032	2032	95,000.00	96,425.00							32
		\$ 1,150,000.00	\$ 1,287,940.00	\$ 285,000.00	\$ 298,740.00	\$ 570,000.00	\$ 609,687.50	\$ 210,000.00	\$ 222,925.00	

Speer Financial, Inc.

October 31, 2022

City of West Branch, CedarCounty, Iowa

Revenue Debt

*Does not count against the City's debt capacity

		2005		2007		2022		Total	Total Principal & Interest	Less Water Revenue	Less Sewer Revenue	Total Property Taxes	FY
		\$860,000 SRF Water Rev		\$83,000 SRF Water Rev		\$10,203,000 SRF Sewer Rev							
		Rate Refi: 12/1/2015 TIC - 2.00%		Issued: 5/5/2007 TIC - 3.25%		Issued: 5/6/2022 TIC - 2.00%							
Date	Fiscal Year	"Callable" Principal	Principal & Interest	"Callable" Principal	Principal & Interest	Principal	Principal & Interest	Principal					
01-Dec-2022			\$ 1,881.25		\$ 300.00		40,078.81		\$ 42,260.06				
01-June-2023	2023	\$ 51,000.00	53,418.75	\$ 5,000.00	5,350.00	\$ 285,000.00	373,971.47	\$ 341,000.00	432,740.22	60,950.00	\$ 414,050.28	\$ -	23
01-Dec-2023			1,435.00		225.00		99,180.00		100,840.00				
01-June-2024	2024	53,000.00	54,845.00	5,000.00	5,262.50	305,000.00	404,180.00	363,000.00	464,287.50	61,767.50	503,360.00	-	24
01-Dec-2024			971.25		150.00		96,130.00		97,251.25				
01-June-2025	2025	55,000.00	56,248.75	5,000.00	5,175.00	449,000.00	545,130.00	509,000.00	606,553.75	62,545.00	641,260.00	-	25
01-Dec-2025			490.00		75.00		91,640.00		92,205.00				
01-June-2026	2026	56,000.00	56,630.00	5,000.00	5,087.50	458,000.00	545,130.00	519,000.00	606,847.50	62,282.50	636,770.00	-	26
01-Dec-2026							87,060.00		87,060.00				
01-June-2027	2027					467,000.00	554,060.00	467,000.00	554,060.00	-	641,120.00	-	27
01-Dec-2027							82,390.00		82,390.00				
01-June-2028	2028					476,000.00	558,390.00	476,000.00	558,390.00	-	640,780.00	-	28
01-Dec-2028							77,630.00		77,630.00				
01-June-2029	2029					486,000.00	563,630.00	486,000.00	563,630.00	-	641,260.00	-	29
01-Dec-2029							72,770.00		72,770.00				
01-June-2030	2030					496,000.00	568,770.00	496,000.00	568,770.00	-	641,540.00	-	30
01-Dec-2030							67,810.00		67,810.00				
01-June-2031	2031					506,000.00	573,810.00	506,000.00	573,810.00	-	641,620.00	-	31
01-Dec-2031							62,750.00		62,750.00				
01-June-2032	2032					516,000.00	578,750.00	516,000.00	578,750.00	-	641,500.00	-	32
01-Dec-2032							57,590.00		57,590.00				
01-June-2033	2033					526,000.00	583,590.00	526,000.00	583,590.00	-	641,180.00	-	33
01-Dec-2033							52,330.00		52,330.00				
01-June-2034	2034					537,000.00	589,330.00	537,000.00	589,330.00	-	641,660.00	-	34
01-Dec-2034							46,960.00		46,960.00				
01-June-2035	2035					547,000.00	593,960.00	547,000.00	593,960.00	-	640,920.00	-	35
01-Dec-2035							41,490.00		41,490.00				
01-June-2036	2036					558,000.00	599,490.00	558,000.00	599,490.00	-	640,980.00	-	36
01-Dec-2036							35,910.00		35,910.00				
01-June-2037	2037					569,000.00	604,910.00	569,000.00	604,910.00	-	640,820.00	-	37
01-Dec-2037							30,220.00		30,220.00				
01-June-2038	2038					581,000.00	611,220.00	581,000.00	611,220.00	-	641,440.00	-	38
01-Dec-2038							24,410.00		24,410.00				
01-June-2039	2039					592,000.00	616,410.00	592,000.00	616,410.00	-	640,820.00	-	39
01-Dec-2039							18,490.00		18,490.00				
01-June-2040	2040					604,000.00	622,490.00	604,000.00	622,490.00	-	640,980.00	-	40
01-Dec-2040							12,450.00		12,450.00				
01-June-2041	2041					616,000.00	628,450.00	616,000.00	628,450.00	-	640,900.00	-	41
01-Dec-2041							6,290.00		6,290.00				
01-June-2042	2042					629,000.00	635,290.00	629,000.00	635,290.00	-	641,580.00	-	42
		\$ 215,000.00	\$ 225,920.00	\$ 20,000.00	\$ 21,625.00	\$ 10,203,000.00	\$ 12,454,540.28	\$ 10,438,000.00	\$ 12,702,085.28	\$ 247,545.00	\$ 12,454,540.28	\$ -	

\$ 215,000.00 \$ 225,920.00 \$ 20,000.00 \$ 21,625.00 \$ 10,203,000.00 \$ 12,454,540.28 \$ 10,438,000.00 \$ 12,702,085.28 \$ 247,545.00 \$ 12,454,540.28 \$ -

City of West Branch, Cedar County County, Iowa

T.I.F. Rebate Obligations

Date	Fiscal	Casey's Marketing Company *Annual Appropriation NTE: \$561,348.65		EMV Holdings, LLC *Annual Appropriation NTE: \$150,000.00		The Meadows - Part 4 *Annual Appropriation NTE: \$395,000.00			BBCO *Annual Appropriation NTE \$5,000,000 (Rebate, Abatement & Grant)		FY	Total Taxable Value	Total LMI	Total Rebate
	Year	Incremental Value	100% Rebate	Incremental Value	70% Rebate	66.68% Rebate	LMI - 33.32%		Incremental Value	75% Rebate				
01-Dec-2022 01-June-2023	2023	\$ 1,001,106	\$ 27,868.78	\$ 868,220	\$ 8,320.00 8,320.00	\$ 3,045,430	\$ 30,553.09	\$ 15,267.38			23	\$ 4,914,756	\$ 15,267.38	\$ 75,061.87
01-Dec-2023 01-June-2024	2024	1,001,106	27,868.78	868,220	8,320.00 8,320.00	10,411,560	104,613.78	52,275.51			24	12,280,886	52,275.51	149,122.56
01-Dec-2024 01-June-2025	2025	1,001,106	27,868.78	868,220	8,320.00 8,320.00		104,613.78	52,275.51			25	1,869,326	52,275.51	149,122.56
01-Dec-2025 01-June-2026	2026	1,001,106	27,868.78	868,220	8,320.00 8,320.00		145,093.70	11,795.60			26	1,869,326	11,795.60	189,602.48
01-Dec-2026 01-June-2027	2027	1,001,106	27,868.78	868,220	8,320.00 8,320.00		10,125.65				27	1,869,326		54,634.43
01-Dec-2027 01-June-2028	2028	1,001,106	27,868.78	868,220	8,320.00 8,320.00						28	1,869,326		44,508.78
01-Dec-2028 01-June-2029	2029	1,001,106	27,868.78	868,220	8,320.00 8,320.00						29	1,869,326		44,508.78
01-Dec-2029 01-June-2030	2030	1,001,106	27,868.78	868,220	8,320.00 8,320.00						30	1,869,326		44,508.78
01-Dec-2030 01-June-2031	2031	1,001,106	27,868.78		240.00						31	1,001,106		28,108.78
01-Dec-2031 01-June-2032	2032	1,001,106	27,868.78								32	1,001,106		27,868.78
01-Dec-2032 01-June-2033	2033	1,001,106	27,868.78								33	1,001,106		27,868.78
01-Dec-2033 01-June-2034	2034	1,001,106	27,868.78								34	1,001,106		27,868.78
01-Dec-2034 01-June-2035	2035	1,001,106	27,868.78								35	1,001,106		27,868.78
01-Dec-2035 01-June-2036	2036	1,001,106	27,868.78								36	1,001,106		27,868.78
		\$ 390,162.92		\$ 133,360.00		\$ 395,000.00							\$ 918,522.92	

SPEER FINANCIAL, INC. Paid to to date: \$84,507.01
November 1, 2022

City of West Branch, Cedar County, Iowa

TIF Revenue Abatement

		2013 \$2,730,000 GO Corp Purp & Ref Bond Issued: 3/5/2013		2016A \$270,000 GO CP Bonds Issued 7/19/2016		2016B \$400,000 Tax GO UR Bond Issued 7/19/2016		2017 \$495,000 Judgement Settlement Issued 6/2017		
Date	Fiscal Year	Principal	Principal & Interest	Principal	Principal & Interest	Principal	Principal & Interest	Principal	Principal & Interest	FY
01-Dec-2022					\$ 1,429.31		\$ 2,475.00		\$ 1,608.75	
01-June-2023	23	\$ 37,987.00	\$ 37,987.00	\$ 24,300.00	25,729.31	\$ 50,000.00	52,475.00	\$ 99,000.00	100,608.75	23
01-Dec-2023					1,247.06		1,925.00			
01-June-2024	24			24,300.00	25,547.06	50,000.00	51,925.00			24
01-Dec-2024					1,034.44		1,375.00			
01-June-2025	25			25,650.00	26,684.44	55,000.00	56,375.00			25
01-Dec-2025					810.00		687.50			
01-June-2026	26			25,650.00	26,460.00	55,000.00	55,687.50			26
01-Dec-2026					553.50					
01-June-2027	27			27,000.00	27,553.50					27
01-Dec-2027					283.50					
01-June-2028	28			27,000.00	27,283.50					28
01-Dec-2028										
01-June-2029	29									29
01-Dec-2029										
01-June-2030	30									30
01-Dec-2030										
01-June-2031	31									31
01-Dec-2031										
01-June-2032	32									32
01-Dec-2032										
01-June-2033	33									33
01-Dec-2033										
01-June-2034	34									34
01-Dec-2034										
01-June-2035	35									35
01--Dec-2035										
01-June-2036	36									36
		\$ 37,987.00	\$ 37,987.00	\$ 153,900.00	\$ 164,615.62	\$ 210,000.00	\$ 222,925.00	\$ 99,000.00	\$ 102,217.50	

City of West Branch, Cedar County, Iowa

TIF Revenue Abatement

2017 \$1,695,000 GO Corp. Purp. Bonds Issued 6/2017			Transfer To General Obligation Debt Service Principal & Interest	Interfund Loan East Side Redevelopment Heritage Hill	Tax Increment Financing Rebate Agreements	Total T. I. F.	FY
		Taxes					
		Fiscal Year					
FY	Principal	Principal & Interest				Certify December 1st	
23	\$ 110,000.00	\$ 18,663.75 128,663.75	\$ 369,640.62		\$ 90,329.25	\$ 459,969.87	23
24	115,000.00	17,563.75 132,563.75	230,771.62	\$ 150,000.00	201,398.07	582,169.69	24
25	115,000.00	16,126.25 131,126.25	232,721.38		201,398.07	434,119.45	25
26	120,000.00	14,688.75 134,688.75	233,022.50		201,398.08	434,420.58	26
27	125,000.00	13,038.75 138,038.75	179,184.50		54,634.43	233,818.93	27
28	130,000.00	11,163.75 141,163.75	179,894.50		44,508.78	224,403.28	28
29	130,000.00	9,213.75 139,213.75	148,427.50		44,508.78	192,936.28	29
30	135,000.00	7,198.75 142,198.75	149,397.50		44,508.78	193,906.28	30
31	140,000.00	5,005.00 145,005.00	150,010.00		28,108.78	178,118.78	31
32	150,000.00	2,625.00 152,625.00	155,250.00		27,868.78	183,118.78	32
33					27,868.78	27,868.78	33
34					27,868.78	27,868.78	34
35					27,868.78	27,868.78	35
36					27,868.78	27,868.78	36
\$	1,270,000.00	\$ 1,500,575.00	\$ 2,028,320.12	\$ 150,000.00	\$ 1,050,136.92	\$ 3,228,457.04	

City of West Branch, Cedar County, Iowa

General Obligation Debt Capacity

Column:	#1	#2	#3	#4	#5	#6
	FY 21-22 1/1/2020	FY 22-23 1/1/2021	FY 23-24 1/1/2022	FY 24-25 1/1/2023	FY 25-26 1/1/2024	FY 26-27 1/1/2025
Assessed Valuation(100%)/GO Bond Capacity						
Property Valuation @(100%)(Actual/Projected)	\$254,115,488	\$268,279,015	\$273,644,595	\$279,117,487	\$284,699,837	\$290,393,834
Statutory GO Debt Limit @ 5% of 100% Value	\$12,705,774	\$13,413,951	\$13,682,230	\$13,955,874	\$14,234,992	\$14,519,692
Bonds Outstanding (Beginning Fiscal Year)						
GO Bonds (Outstanding - Maturities)	\$ 5,828,000.00	\$ 4,959,000.00	\$ 4,075,000.00	\$ 3,255,000.00	\$ 2,410,000.00	\$ 1,960,000.00
TIF Revenue Bonds Outstanding (Principal Only)						
TIF Rebate Agreements (Annual Appropriations)	57,042.50	75,061.87	149,122.56	149,122.56	189,602.48	54,634.43
Other Debt Outstanding (Principal Only)		-	-	-	-	-
Bonds Paid (During Fiscal Year)						
GO Debt (Principal Only) (Paid)	\$ 869,000.00	\$ 884,000.00	\$ 820,000.00	\$ 845,000.00	\$ 450,000.00	\$ 405,000.00
GO Debt Refunded (Principal Only) (Paid)						
TIF Rebate Agreements (Paid) (Annual Appropriation)	57,042.50	75,061.87	149,122.56	149,122.56	189,602.48	54,634.43
Other Debt (Principal Only) (Paid)						
Bonds Issued (During Fiscal Year)						
GO Bonds (Principal Only) (Issued)						
TIF Rebate Agreements (Annual Appropriations)						
TIF Rebate Agreements (Issued)						
Other Debt (Principal Only) (Issued)						
Remaining GO Debt Capacity (Not Obligated)	\$7,746,774	\$9,338,951	\$10,427,230	\$11,545,874	\$12,274,992	\$12,964,692
Percent of Capacity Remaining	60.97%	69.62%	76.21%	82.73%	86.23%	89.29%
GO Contingency Reserve (% of GO Capacity)	20%					
	\$2,541,155	\$2,682,790	\$2,736,446	\$2,791,175	\$2,846,998	\$2,903,938
Total GO Capacity - Less Contingency Reserve	\$5,205,620	\$6,656,161	\$7,690,784	\$8,754,699	\$9,427,993	\$10,060,753
Percent of Capacity Remaining	40.97%	49.62%	56.21%	62.73%	66.23%	69.29%
Percent Increase for Property Valuation Projection	5.574%	2.000%	2.000%	2.000%	2.000%	2.000%

SPEER FINANCIAL, INC.

November 1, 2022

#7	#8	#9	#10	#11	#12	#13	#14	#15
FY 27-28 1/1/2026	FY 28-29 1/1/2027	FY 29-30 1/1/2028	FY 30-31 1/1/2029	FY 31-32 1/1/2030	FY 32-33 1/1/2031	FY 33-34 1/1/2032	FY 34-35 1/1/2033	FY 35-36 1/1/2034
\$296,201,710	\$302,125,745	\$308,168,259	\$314,331,625	\$320,618,257	\$327,030,622	\$333,571,235	\$340,242,659	\$347,047,513

[illegible]

City of West Branch, Cedar County, Iowa

T. I. F. Debt Report

Combined TIF Districts

Frozen Base Value - \$6,358,143

Column:	#1	#2	#3	#4	#5
Fiscal Year	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
County Assessor's Value as of	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024

TIF Value Existing

TIF Captured Value (Commercial Property @ 100%)	\$63,632,167	\$64,341,580	\$65,145,850	\$65,960,173	\$66,784,675
Commercial Property Rollback %	90.000%	90.000%	90.000%	90.000%	90.000%
TIF Captured Value (Commercial Property Rollback Value)	\$57,268,950	\$57,907,422	\$58,631,265	\$59,364,156	\$60,106,208
TIF Industrial Property @ 100%	\$11,923,359	\$11,964,265	\$12,113,818	\$12,265,241	\$12,418,557
Industrial Property Rollback %	90.000%	90.000%	90.000%	90.000%	90.000%
TIF Captured Value (Industrial Property Rollback Value)	\$10,731,023	\$10,767,839	\$10,902,436	\$11,038,717	\$11,176,701
TIF Personal Property/Agricultural @ 100%	\$29,958	\$20,770	\$21,030	\$21,292	\$21,559
TIF Captured Value (Residential Property 100 % Value)	\$11,759,550	\$16,452,255	\$16,657,908	\$16,866,132	\$17,076,959
Residential Property Rollback %	56.4094%	54.1302%	55.0743%	55.0743%	55.0743%
TIF Captured Value (Residential Property Rollback Value)	\$6,633,492	\$8,905,639	\$9,174,226	\$9,288,904	\$9,405,015
TIF Captured Value (Multi-Residential Property 100 % Value)	\$1,303,747	\$1,514,441	\$1,514,441	\$1,514,441	\$1,514,441
Multi-Residential Property Rollback %	67.5000%	63.7500%	63.7500%	63.7500%	63.7500%
TIF Captured Value (Multi-Residential Property Rollback Value)	\$880,029	\$965,456	\$965,456	\$965,456	\$965,456

Total TIF Property Value (Taxable)	\$75,543,452	\$78,567,125	\$79,694,413	\$80,678,525	\$81,674,939
Rate/Thousand	\$27.760	\$27.838	\$27.838	\$27.838	\$27.838
Total TIF Revenue (Taxable Value x Rate/Thousand)	\$ 2,097,072.64	\$ 2,187,150.84	\$ 2,218,532.28	\$ 2,245,927.98	\$ 2,273,666.13

Total TIF Dollars	\$ 2,097,072.64	\$ 2,187,150.84	\$ 2,218,532.28	\$ 2,245,927.98	\$ 2,273,666.13
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Current / Future Debt Service Requirements GO Obligations	\$ 376,372.62	\$ 369,640.62	\$ 230,771.62	\$ 232,721.38	\$ 233,022.50
Current / Future TIF Rebate Obligations & LMI	\$ 57,042.50	\$ 90,329.25	\$ 201,398.07	\$ 201,398.07	\$ 201,398.08
Current / Future Interfund Loans	\$ 82,000.00	\$ 90,000.00	\$ 150,000.00		

UNCLAIMED T.I.F. DOLLARS	\$ 1,581,657.52	\$ 1,637,180.97	\$ 1,634,412.83	\$ 1,811,507.41	\$ 1,893,083.55
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TIF Value Future Growth-Building Completed In Calendar Year:	2020	2021	2022	2023	2024
Commercial Property (100%)	\$0	\$0	\$0	\$0	\$0
Industrial Property (100%)	\$0	\$0	\$0	\$0	\$0
Agricultural Property (100%)	\$0	\$0	\$0	\$0	\$0
Housing Units Constructed/Year	0	0	0	0	0
Housing Unit Value/Unit	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Housing Units Constructed 100% Value	\$0	\$0	\$0	\$0	\$0
Total Future Value	\$0	\$0	\$0	\$0	\$0
Valuation Growth Factor	4.003%	1.250%	1.250%	1.250%	1.250%

SPEER FINANCIAL, INC.

November 1, 2022

