



**CITY COUNCIL MEETING
MONDAY, JUNE 17, 2024 - 7:00 P.M.
CITY COUNCIL CHAMBERS
110 N. POPLAR ST., WEST BRANCH, IOWA**

<https://zoom.us/j/5814699699>

or dial in phone number 1-312-626-6799 with Meeting ID 581 469 9699.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda. / Move to action.
6. Approve Consent Agenda/Move to action.
 - a. Approve minutes from the June 3, 2024 City Council meeting.
 - b. Approve a Special Class C Retail Alcohol (BW) 5-day license for the West Branch Firefighters Inc. (in conjunction with Hoover's Hometown Days 2024)
 - c. Approve the Monthly Financial Report for May 2024
 - d. ** There will no Claims for June 17, 2024. (no action to be taken on this item)
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
 - a. **Resolution 2024-54** – Approving a Subdivider's Agreement with KLM Investments for The Meadows Subdivision, Part 6, West Branch, Iowa. / Move to action.
 - b. **Third Reading Ordinance 815** – Ordinance Re-zoning an approximate 9.83-acre parcel from R-1 Residential District to R-2 Residential District. / Move to action.
 - c. **Resolution 2024-59** - Setting the salary for an Appointed Official of the City of West Branch, Iowa for Fiscal Year 2025. / Move to action.
 - d. **Resolution 2024-60** – Approving the City of West Branch Employee Handbook dated July 1, 2024. / Move to action.
 - e. **Resolution 2024-61** – Approving Change Order #1 in the amount of \$18,500.00 for the Phase 2 Eastside Water Main Improvement Project. / Move to action.
 - f. **Resolution 2024-62** – Approving Pay Estimate Number 2 in the amount of \$112, 526.84 to Midwest Underground Contractors Inc. for the Phase 2 Eastside Water Main Replacement Project. / Move to action.
 - g. **Resolution 2024-63** - Amending the Fiscal Year 2025 Pay Scale for Regular Full-Time Employees. / Move to action.
 - h. **Resolution 2024-64** – Approving the Annual Subscription Agreement with Tyler Technologies, Inc. in the amount of \$23,025.91. / Move to action.
 - i. **Resolution 2024-65** - Approving the Annual Maintenance Agreement for Information Technology Support with Mainstay Systems of Iowa LLC. / Move to action.
 - j. **Resolution 2024-66** - Approving the Workers' Compensation Proposal with Iowa Municipalities Workers' Compensation Association (IMWCA) for Fiscal Year 2025. / Move to action.
 - k. **Resolution 2024-67** – Authorizing the Transfer of Funds. / Move to action.
 - l. **Resolution 2024-68** - Approving Pay Estimate Number 19 in the amount of \$42,132.03 to Boomerang Corp. for the Wastewater Treatment Facility Improvements Project. / Move to action.
 - m. **Resolution 2024-69** – Waiving the right to review a final plat for the Tim Crew Minor Subdivision (with conditions). / Move to action.
9. Discussion – Review fiscal year 2025 City Council Strategic Goals
10. City Administrator Report
11. City Attorney Report
12. City Engineer Report
13. City Staff Reports
14. Comments from Mayor and Council Members
15. Motion to adjourn.

Mayor: Roger Laughlin • **Council Members:** Nick Goodweiler, Jodee Stoolman, Tom Dean, Jerry Sexton, Mike Horihan
City Administrator Adam Kofoed • **City Clerk** Leslie Brick • **Finance Officer** Heidi Van Auken • **Police Chief** Greg Hall •
Fire Chief Kevin Stoolman • **Public Works Director** Matt Goodale • **Library Director** Jessica Schafer
Parks & Recreation Director Erin Laughlin

(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
Special Meeting**

**June 3, 2024
6:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council Special meeting to order at 6:05 p.m.
Roll call: Council members present: Tom Dean, Jerry Sexton, Mike Horihan, Jodee Stoolman. Absent: Nick Goodweiler. City Staff present: City Administrator Adam Kofoed

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

Motion by Dean, second by Horihan. AYES: Dean, Horihan, Stoolman, Sexton. NAYS: None. Absent: Goodweiler.

ADJOURNMENT

Adjourn from Executive session.

Motion by Dean, second by Stoolman. Motion carried on a voice vote. The Special City Council meeting adjourned at 6:49 p.m.

**West Branch, Iowa
Council Chambers**

**City Council
Regular Meeting**

**June 3, 2024
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: Tom Dean, Jerry Sexton, Mike Horihan, Jodee Stoolman. Absent: Nick Goodweiler.

City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, Public Works Director Matt Goodale, Library Director Jessie Schafer, City Attorney Kevin Olson and City Engineer Dave Schechinger.
City Staff attending via Zoom: Sergeant Cathy Steen and Finance Officer Heidi Van Auken.

APPROVE THE AGENDA

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

APPROVE CONSENT AGENDA

Approve minutes from the May 20, 2024 City Council meeting.

Approve a Special Event Permit for Hoover's Hometown Days 2024 (includes street closures – Exhibit A).

Approve a Class E Retail Alcohol License for Kum & Go LC, dba Kum & Go #254, 620 S. Downey St., West Branch effective July 1, 2024.

Appoint Erin Monaghan to the West Branch Library Board of Trustees, effective July 1, 2024 (3-year term).

Appoint Holly Wasion to the West Branch Library Board of Trustees, effective July 1, 2024 (3-year term).

Approve Claims for June 3, 2024.

EXPENDITURES

6/3/2024

ACTION SEWER & SEPTIC SERVICE	CLOGGED LINE TO PW SHOP	557.50
AMAZON.COM	SUMMER LIB PROG DECORATIONS	192.03
BAKER & TAYLOR	BOOKS	617.34
BOWERS CUSTOM SERVICES	ROCK	1,125.00
BROWN'S WEST BRANCH	VEHICLE REPAIR-POLICE	471.93
CEDAR CO SHERIFF'S OFFICE	PATROL RESERVES	8,750.00
DATA443 RISK MITIGATION	RANSOMWARE RECOVERY SUBSCRIPTION	178.75
IASRO	IASRO SRO CONFERENCE FEE	125.00

IOWA ONE CALL	UTILITY LOCATION SERVICE	64.80
JJ NICHTING COMPANY	TRACTOR PART	68.90
LRS HOLDINGS	SPRING CLEANUP-LANDFILL	1,180.00
OFFICE EXPRESS	OFFICE CHAIRS-CLERK	479.98
PITNEY BOWES GLOBAL FINANCE	POSTAGE METER LEASE-LIBRARY	77.37
SCHAFFER, JESSICA	MILEAGE REIMBURSEMENT-SCHAFFER	49.58
SINCLAIR TRACTOR	TRACTOR PARTS	695.23
SPAHN & ROSE LUMBER	KEYS-POLICE	22.74
SPEER FINANCIAL	CONSULTATION WATER SRF LOAN	5,000.00
THE HOME DEPOT PRO	PAPER TOWELS-P&R	54.24
TYLER TECHNOLOGIES	AUTO METER READ FEE	420.00
VEENSTRA & KIMM	MEADOWS PT 6 REVIEW	440.00
TOTAL		20,570.39
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	5/24/2024	53,575.43
PAID BETWEEN MEETINGS		
BOOMERANG	WW TREATMENT PAY ESTIMATE 18	404,796.93
BARCO MUNICIPAL PRODUCTS	SWEEPER PARTS, CONES, SIGN POSTS	2,946.00
FIDERLEIN, WYATT	UMPIRE-4 GAMES	120.00
GUETZKO, LUKAS	UMPIRE-6 GAMES	180.00
JOHN DEERE FINANCIAL	UNIFORM & SUPPLIES-PW	1,251.38
KIESLER POLICE SUPPLY	HOLSTERS-POLICE	275.00
LEAF CAPITAL FUNDING	COPIER LEASE-CITY OFFICE	396.00
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	3,429.34
MEDIACOM	CABLE SERVICE	41.90
QUILL	OFFICE SUPPLIES-POLICE	205.77
THE GAZETTE	SUBSCRIPTION	462.80
VERIZON WIRELESS	VERIZON WIRELESS	412.70
SISCO	HEALTH CLAIMS 5/28/2024	2.70
SISCO	HEALTH CLAIMS 5/20/2024	2,783.35
SISCO	HEALTH CLAIMS 5/13/2024	561.95
METLIFE	INSURANCE	1,329.88
SISCO	INSURANCE	10,512.18
TOTAL		429,707.88
GRAND TOTAL EXPENDITURES	503,853.70	
FUND TOTALS		
001 GENERAL FUND	35,439.54	
022 CIVIC CENTER	90.00	
031 LIBRARY	6,314.65	
110 ROAD USE TAX	10,958.32	
112 TRUST AND AGENCY	22,011.63	
324 WW TREATMENT FACILITY	404,796.93	
330 EASTSIDE WATER MAIN PH2	0.00	
600 WATER FUND	8,893.88	
610 SEWER FUND	9,541.96	
740 STORM WATER UTILITY	806.79	
GRAND FUND TOTAL	503,853.70	

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM

Main Street West Branch, Executive Director Jessi Simon reminded the Council and audience of their Summer Kickoff event scheduled for this weekend. Simon said the event will include sidewalk sales, a seltzer stroll, bags tournament, music and beer garden.

PUBLIC HEARING / NON-CONSENT AGENDA

Third Reading Ordinance 814 - Amending the Code of Ordinances of the City of West Branch, as previously amended, by changing water rates. / Move to action.

ORDINANCE 814

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, AS PREVIOUSLY AMENDED, BY CHANGING WATER RATES.

WHEREAS, the City Council of the City of West Branch had heretofore deemed it necessary to raise water rates due to 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:

Rate effective July 1, 2024:	\$10.71 per 1000 gallons with 1,700 gallon minimum.
Rate effective July 1, 2025:	\$10.92 per 1000 gallons with 1,700 gallon minimum.
Rate effective July 1, 2026:	\$11.14 per 1000 gallons with 1,700 gallon minimum.
Rate effective July 1, 2027:	\$11.36 per 1000 gallons with 1,700 gallon minimum.

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 3rd day of June, 2024.

First Reading: May 6, 2024
Second Reading: May 20, 2024
Third Reading: June 3, 2024

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

Motion by Dean, second by Sexton to approve the third reading of Ordinance 814. AYES: Dean, Sexton, Stoolman, Horihan. NAYS: None. Absent: Goodweiler. Motion carried.

Resolution 2024-54 – Approving a Subdivider’s Agreement with KLM Investments for The Meadows Subdivision, Part 6, West Branch, Iowa. / Move to action.

Laughlin said that he and some City Council members had received a petition against the rezoning of this property due to concerns regarding safety of Cedar-Johnson Road. Upon review of the Subdivider’s Agreement as currently written, the Council would like to see some additional changes regarding which lots could be used for zero lot dwellings. The Council recommended that lots 18 and 19 proposed as zero lots, be changed to single family dwellings to help with excess driveways on Cedar-Johnson Road.

Stoolman said she spoke with some of the residents who live along Cedar-Johnson Road and they oppose adding more zero lots on the street. Stoolman said she was also concerned that West Orange Street will become the “new” Main Street as traffic has increased on that street. Stoolman said she is opposed to the rezoning the entire parcel to R-2.

Dean voiced his concern on how Dawson Drive looks. Dean said it looks like “army barracks” and is also opposed to zero lots on Cedar-Johnson Road.

Laughlin suggested that the City take (future) ownership of Outlot A (detention basin), instead of making it a responsibility of a home owners association. He added that the detention basin shown on the preliminary plat will partially be constructed on city property and that the city should maintain it along with the future trail. (In a prior Subdivider’s Agreement with the Meadows Part 4, the developer is required to grade for a trail along the back of the homes on the west side of Dawson Drive and when complete, deed the property over to the City.)

City Administrator Kofoed, who has a housing background asked the Council to consider other facts regarding the need for more affordable homes in West Branch. Kofoed said that housing costs are out-pacing incomes for young families who may not be able to afford single family homes. Kofoed listed a variety of Dawson Drive property owner professions and that many are contributing and volunteering in the community. To address Dean’s comment on the homes looking like “army barracks”, Kofoed said as with any new

development, the street will look a lot different in ten to twenty years when trees mature and provide a new landscape.

Sexton said he has heard from members of the community that have lived in West Branch for years, that they feel like West Branch is changing too much and doesn't like the number of zero lots in the city. Sexton added that if the City expands on the west side of Cedar-Johnson Road in the future, single family homes are preferred and needed to attract families. Sexton also said he supports changing the requirement of lot 18 and 19 to single family homes.

Horihan said he was leaning toward less zero lots as well, especially on Cedar-Johnson Road but was amicable to trading some of the other lots on West Orange Street for zero lot dwellings.

Developer/owner Brad Larson, repeated that they (KLM Investments) has always been a good partner with the City and that they have always followed Councils direction. Larson stated that their goal has always been about "building community, not making money".

The Council directed the City Attorney to make changes to the agreement as discussed and bring back at the next Council meeting.

Motion by Sexton, second by Dean to **TABLE** Resolution 2024-54. AYES: Sexton, Dean, Stoolman, Horihan. NAYS: None. Absent: Goodweiler. Motion carried.

Third Reading Ordinance 815 – Re-zoning an approximate 9.83-acre parcel from R-1 Residential District to R-2 Residential District. / Move to action.

Dean motioned to table this item until the Subdivider's Agreement has been revised based on the prior agenda item comments.

Motion by Dean, second by Sexton to **TABLE** the third reading of Ordinance 815. AYES: Dean, Sexton, Stoolman, Horihan. NAYS: None. Absent: Goodweiler. Motion carried.

Resolution 2024-55 – Approving the Preliminary Plat of The Meadows Subdivision, Part 6, West Branch, Iowa. / Move to action.

Laughlin suggested tabling this item as it pertains to the two previous agenda items. Laughlin also pointed out that some minor revisions will be required on the plat for placement of the trail and adjusting some lot lines. Olson also mentioned that note number ten on the preliminary plat regarding Outlot A will need to be corrected. Motion by Sexton, second by Horihan to **TABLE** Resolution 2024-55. AYES: Sexton, Horihan, Dean, Stoolman. NAYS: None. Absent: Goodweiler. Motion carried.

Resolution 2024-56 – Hiring Jessica Brown as the Utility Billing / Deputy Clerk and setting the salary for Fiscal Year 2025. / Move to action.

Kofoed said the City received seventy-five applications for the position and the selection committee narrowed it down to ten candidates and interviewed six. Jessica Brown stood out above those interviewed as being the best fit for the position. Laughlin who assisted in the interviews agreed that Jessica will be a great addition to the city staff.

Motion by Dean, second by Sexton to approve Resolution 2024-56. AYES: Dean, Sexton, Horihan, Stoolman. NAYS: None. Absent: Goodweiler. Motion carried.

Resolution 2024-57 – Setting Salaries for Appointed Officials and Employees of the City of West Branch, Iowa for Fiscal Year 2025. / Move to action.

There were no comments.

Motion by Dean, second by Horihan to approve Resolution 2024-57. AYES: Dean, Horihan, Sexton, Stoolman. NAYS: None. Absent: Goodweiler. Motion carried.

Resolution 2024-58 – Authorizing the Acquisition of certain Real Property Interests for Beranek Drive. /
Move to action.

Kofoed said he has had conversations with the property owner and is making progress toward a resolution. City Attorney Olson said this resolution will start the process for getting an appraisal on the property so that the City can make the owner a fair offer.

Motion by Dean, second by Horihan to approve Resolution 2024-58. AYES: Dean, Horihan, Stoolman, Sexton. NAYS: None. Absent: Goodweiler. Motion carried.

CITY ADMINISTRATOR REPORT

Kofoed reminded the Council to watch KCRG this week as they feature West Branch in their Our Town series. Kofoed said you will see some familiar faces as they highlight the community. Kofoed also encouraged everyone to attend Main Street’s Kickoff to Summer event this upcoming weekend. Kofoed said that the FY25 strategic goals will be reviewed at the next City Council meeting that ends fiscal year FY24.

CITY ATTORNEY REPORT – No report

CITY ENGINEER REPORT

Schechinger said a final walk for the Waste Water Treatment Facility is scheduled for Friday, June 7th to go through punch list items. Phase 2 Eastside Water Main Project is moving along. A portion of East Main Street has been re-poured and a change order will be submitted for the next meeting for replacing a manhole that was found in disrepair during the project at the intersection of East Main and North Fourth Street. Schechinger said he has also been working on getting more information and costs for the Cedar-Johnson Road reconstruction project to submit to the City’s financial advisor to determine funding options for the project.

STAFF REPORTS

Library Director, Jessie Schafer said the library will be participating in the summer kickoff event and giving out free cotton candy and snow cones outside the library from 5-7 p.m.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Stoolman said she would like to see a three-way stop added where Greenview Drive meets West Orange Street to help slow down traffic on that street.

Dean said he stopped at the 203 E. Green Street property and spoke with the new owner (Presidential Properties) who is doing a complete remodel of the house and said it will be very nice when done.

Laughlin asked on the status of the brush pile. Goodale said he is working on getting costs for fencing and that the new brush pile cannot be started until the City accepts the Waste Water Treatment Facility Project as they cannot have residents on the property until the project is complete.

ADJOURNMENT

Motion to adjourn by Dean, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 7:55 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Approve a Special Class C Retail Alcohol (BW), 5-day license for the West Branch Firefighters Inc. (in conjunction with Hoover's Hometown Days 2024).

PREPARED BY: City Clerk, Leslie Brick
--

DATE: June 4, 2024

BACKGROUND:

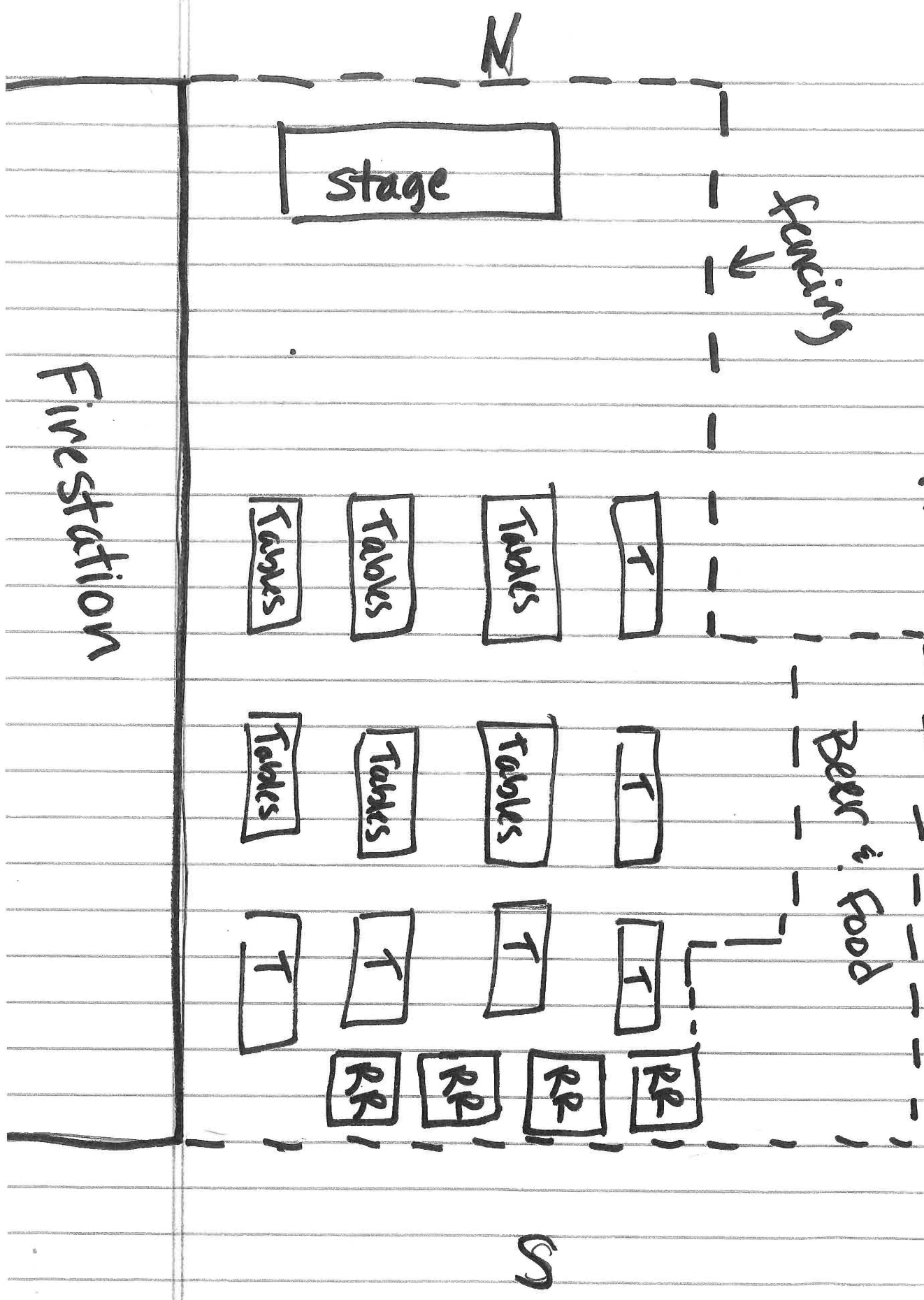
Approve 5-day, Special Class C Retail Alcohol permit with Outdoor Service for the West Branch Fire Department for Hoover's Hometown Days 2024:

Friday, August 9, 2024, 3 p.m. to midnight

Saturday, August 10, 2024, 11:00 a.m. to 10:00 p.m.

HOOPER'S HOME TOWN DAYS -

Fire Station Sketch



Fire Station



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Approve the Monthly Financial Report for May 2024

PREPARED BY: Heidi Van Auken, Finance Officer
--

DATE: June 12, 2024

SUMMARY:

Monthly Financial Report: This report includes revenue, investments, expenditures, and balances for the month of May 2024.

BANK TO BOOK RECONCILIATION			
5/31/2024			
BANK BALANCE @ _____			
	CASH - FIDELITY BANK & TRUST		\$ 7,220,339.71
	CASH - FIDELITY BANK & TRUST - PERPETUAL CARE FUND		\$ 34,890.60
	SUB TOTAL		\$ 7,255,230.31
ADD:	CD'S:	Bank/CD #	Maturity Date
	ENLOW BUILDING CD	LIBERTY SAVINGS-10447	5/2/2024 \$ 11,353.56
	CEMETERY PERPETUAL CARE	HILLS BANK-30282503	1/11/2024 \$ 101,641.81
	LIBRARY-HANSEN DONATION CD	GREENSTATE-1034 (Old 1029)	8/1/2024 \$ 59,319.25
	LIBRARY-KROUTH PRINCIPAL CD	GREENSTATE-1035 (Old 1030)	9/2/2024 \$ 54,637.71
	LIBRARY-KROUTH INTEREST CD	GREENSTATE-1036 (Old 1031)	9/2/2024 \$ 25,613.69
	GEN FUND-STREETScape-ACCIONA DONATION CD	GREENSTATE-1033 (Old 1028)	12/6/2024 \$ 7,467.06
	SAVINGS ACCOUNTS		
	GENERAL FUND SAVINGS	GREENSTATE-0001	\$ 5.00
	LIBRARY - KROUTH INTEREST	FIDELITY-SAVINGS ACCOUNT	\$ 8,522.32
	LIBRARY - M GRAY SAVINGS	FIDELITY-SAVINGS ACCOUNT	\$ 16,353.25
	TOTAL CD'S & SAVINGS ACCOUNTS		\$ 284,913.65
	SUB TOTAL		\$ 7,540,143.96
PLUS	O/S DEPOSITS		\$ -
PLUS	ADJUSTMENTS		\$ -
LESS:	O/S CREDIT CARD		\$ -
LESS:	O/S CHECKS		\$ 2,926.65
	ENDING BOOK BALANCE		\$ 7,537,217.31
	NON-RECONCILIATION ITEM-CUBBY PARK CONCESSIONS		\$ 600.00

CLERK'S REPORT FOR THE MONTH OF MAY 2024

DESCRIPTION	CHECKING	INVESTMENT	BEGINNING		TRANSFER		TRANSFER		NET CHANGE	CLERK'S
			BALANCE	RECEIPTS	IN	DISBURSED	OUT	LIABILITIES	BALANCE	
GENERAL										
*(001) GENERAL OPERATING FUND	\$ 2,669,673.25	\$ 5.00	\$ 2,669,678.25	\$ 80,978.64			\$ 91,475.56			\$ 2,659,181.33
** FIRE APPARATUS RESERVE	\$ -	\$ -	\$ -							\$ -
POLICE APPARATUS RESERVE	\$ 88,178.95	\$ -	\$ 88,178.95							\$ 88,178.95
PARK & RECREATION RESERVE	\$ 17,340.39	\$ -	\$ 17,340.39							\$ 17,340.39
PUBLIC WORKS RESERVE	\$ 14,660.00	\$ -	\$ 14,660.00							\$ 14,660.00
CEMETERY BLDG/EQUIP INVESTMENT	\$ -	\$ -	\$ -							\$ -
SIGNS-ACCIONA DTN INVESTMENT	\$ -	\$ 7,467.06	\$ 7,467.06							\$ 7,467.06
PARK EQUIPMENT/RESERVE	\$ 13,000.00	\$ -	\$ 13,000.00							\$ 13,000.00
(022) CIVIC CENTER	\$ 48,349.00	\$ -	\$ 48,349.00	\$ 797.18			\$ 1,103.83			\$ 48,042.35
(027) MEMORIAL GARDEN PROJECT	\$ 414.00	\$ -	\$ 414.00							\$ 414.00
(028) SPLASH PAD RESERVE	\$ 100.00	\$ -	\$ 100.00							\$ 100.00
(031) LIBRARY	\$ (82,459.51)	\$ 95,402.26	\$ 12,942.75	\$ 371.10			\$ 13,402.29			\$ (88.44)
(036) TORT LIABILITY	\$ 3,915.71	\$ -	\$ 3,915.71	\$ 1,186.22						\$ 5,101.93
SPECIAL REVENUE										
(110) ROAD USE TAX	\$ 191,839.54	\$ -	\$ 191,839.54	\$ 28,572.69			\$ 17,903.87			\$ 202,508.36
(112) TRUST & AGENCY (EMPLOYEE BENEFITS)	\$ 501,175.78	\$ -	\$ 501,175.78	\$ 7,586.62			\$ 21,413.08			\$ 487,349.32
(119) EMERGENCY TAX FUND	\$ 48,880.69	\$ -	\$ 48,880.69	\$ 637.47						\$ 49,518.16
(121) LOCAL OPTION SALES TAX	\$ 615,426.51	\$ -	\$ 615,426.51	\$ 28,842.01						\$ 644,268.52
(125) TIF	\$ 651,131.76	\$ -	\$ 651,131.76	\$ 15,550.85						\$ 666,682.61
(126) TIF LMI MEADOWS PT 4	\$ 83,541.22	\$ -	\$ 83,541.22							\$ 83,541.22
(160) REVOLVING LOAN FUND	\$ 137,082.45	\$ -	\$ 137,082.45							\$ 137,082.45
DEBT SERVICE										
(226) DEBT SERVICE	\$ 532,190.35	\$ -	\$ 532,190.35	\$ 5,593.62			\$ 984,183.75			\$ (446,399.78)
CAPITAL PROJECTS										
(300) CAPITAL IMPROVEMENT RESERVE	\$ 208,949.94	\$ -	\$ 208,949.94	\$ 1,216.63						\$ 210,166.57
(302) ARPA NEU FUND	\$ (0.00)	\$ -	\$ (0.00)							\$ (0.00)
(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	\$ 22,412.82	\$ -	\$ 22,412.82							\$ 22,412.82
(319) RELOCATION OF WATER & SEWER LINES	\$ (365,572.60)	\$ -	\$ (365,572.60)							\$ (365,572.60)
(321) WIDENING WAPSI CREEK @ BERANEK PARK	\$ 118,522.35	\$ -	\$ 118,522.35				\$ 8,631.50			\$ 109,890.85
(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	\$ 80,000.00	\$ -	\$ 80,000.00				\$ 428,897.10			\$ (348,897.10)
(326) ROUNDABOUT MAIN & CEDAR	\$ 433,402.84	\$ -	\$ 433,402.84				\$ 272,582.12			\$ 160,820.72
(327) SPONSORED WATER QUALITY IMPE 2021	\$ (20,000.00)	\$ -	\$ (20,000.00)							\$ (20,000.00)
(329) EASTSIDE WATER MAINS PH1	\$ 337,756.28	\$ -	\$ 337,756.28							\$ 337,756.28
(330) EASTSIDE WATER MAINS PH2	\$ (61,219.21)	\$ -	\$ (61,219.21)				\$ 154,364.31			\$ (215,583.52)
PERMANENT										
(500) CEMETERY PERPETUAL FUND	\$ 34,590.60	\$ 101,641.81	\$ 136,232.41							\$ 136,232.41
(501) KROUTH PRINCIPAL FUND	\$ -	\$ 54,660.21	\$ 54,660.21							\$ 54,660.21
(502) KROUTH INTEREST FUND	\$ -	\$ 25,613.69	\$ 25,613.69							\$ 25,613.69
ENTERPRISE										
(600) WATER FUND	\$ 516,780.10	\$ -	\$ 516,780.10	\$ 66,463.66			\$ 25,656.58	\$ 5,147.29		\$ 552,439.89
(603) WATER SINKING FUND	\$ 54,986.48	\$ -	\$ 54,986.48	\$ -	\$ 5,147.29					\$ 60,133.77
(610) SEWER FUND	\$ 925,452.67	\$ -	\$ 925,452.67	\$ 91,517.70			\$ 17,609.94	\$ 42,904.31		\$ 956,456.12
(611) SEWER FUND SPECIAL	\$ 922,596.06	\$ -	\$ 922,596.06	\$ -	\$ 42,904.31					\$ 965,500.37
(614) WASTEWATER LIFT STATION	\$ -	\$ -	\$ -							\$ -
(740) STORM WATER UTILITY	\$ 212,161.36	\$ -	\$ 212,161.36	\$ 6,000.00			\$ 1,478.68			\$ 216,682.68
TOTAL	\$ 8,955,815.50	\$ 284,790.03	\$ 9,240,605.53	\$ 335,314.39	\$ 48,051.60	\$ 2,038,702.61	\$ 48,051.60	\$ -	\$ 7,537,217.31	
O/S CHECKS			\$10,328.11							\$2,926.65
ADJUSTMENTS			\$0.00							\$0.00
O/S DEPOSIT			\$0.00							\$0.00
O/S CREDIT CARD			\$0.00							\$0.00
BANK STATEMENT BALANCE			\$9,250,933.64							\$7,540,143.96

CITY OF WEST BRANCH
 MTD TREASURERS REPORT
 AS OF: MAY 31ST, 2024

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	2,810,324.65	80,978.64	91,475.56	2,799,827.73	0.00	0.00	2,799,827.73
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	48,349.00	797.18	1,103.83	48,042.35	0.00	0.00	48,042.35
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	12,942.75	371.10	13,402.29	(88.44)	0.00	0.00	(88.44)
036-TORT LIABILITY	3,915.71	1,186.22	0.00	5,101.93	0.00	0.00	5,101.93
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	191,839.54	28,572.69	17,903.87	202,508.36	0.00	0.00	202,508.36
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	501,175.78	7,586.62	21,413.08	487,349.32	0.00	0.00	487,349.32
119-EMERGENCY TAX FUND	48,880.69	637.47	0.00	49,518.16	0.00	0.00	49,518.16
121-OPTION TAX	615,426.51	28,842.01	0.00	644,268.52	0.00	0.00	644,268.52
125-T I F	651,131.76	15,550.85	0.00	666,682.61	0.00	0.00	666,682.61
126-TIF LMI MEADOWS PT 4	83,541.22	0.00	0.00	83,541.22	0.00	0.00	83,541.22
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	532,190.35	5,593.62	984,183.75	(446,399.78)	0.00	0.00	(446,399.78)
300-CAPITAL IMPROV. RESERVE	208,949.94	1,216.63	0.00	210,166.57	0.00	0.00	210,166.57
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	22,412.82	0.00	0.00	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	(365,572.60)	0.00	0.00	(365,572.60)	0.00	0.00	(365,572.60)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	118,522.35	0.00	8,631.50	109,890.85	0.00	0.00	109,890.85
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	80,000.00	0.00	428,897.10	(348,897.10)	0.00	0.00	(348,897.10)
326-ROUNDAABOUT MAIN & CEDAR-J	433,402.84	0.00	272,582.12	160,820.72	0.00	0.00	160,820.72
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: MAY 31ST, 2024

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 MAIN PH1	337,756.28	0.00	0.00	337,756.28	0.00	0.00	337,756.28
330-EASTSIDE WATER MAIN PH2	(61,219.21)	0.00	154,364.31	(215,583.52)	0.00	0.00	(215,583.52)
500-CEMETERY PERPETUAL FUND	136,232.41	0.00	0.00	136,232.41	0.00	0.00	136,232.41
501-KROUTH PRINCIPAL FUND	54,660.21	0.00	0.00	54,660.21	0.00	0.00	54,660.21
502-KROUTH INTEREST FUND	25,613.69	0.00	0.00	25,613.69	0.00	0.00	25,613.69
600-WATER FUND	516,780.10	66,463.66	30,803.87	552,439.89	0.00	0.00	552,439.89
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	54,986.48	5,147.29	0.00	60,133.77	0.00	0.00	60,133.77
610-SEWER FUND	925,452.67	91,517.70	60,514.25	956,456.12	0.00	0.00	956,456.12
611-SEWER FUND SPECIAL	922,596.06	42,904.31	0.00	965,500.37	0.00	0.00	965,500.37
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	212,161.36	6,000.00	1,478.68	216,682.68	0.00	0.00	216,682.68
950-BC/BS FLEXIBLE BENEFIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	9,240,605.53	383,365.99	2,086,754.21	7,537,217.31	0.00	0.00	7,537,217.31

*** END OF REPORT ***

CITY OF WEST BRANCH
 YTD TREASURERS REPORT
 AS OF: MAY 31ST, 2024

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	1,927,106.54	2,005,541.54	1,132,820.35	2,799,827.73	0.00	0.00	2,799,827.73
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	48,004.54	27,012.65	26,974.84	48,042.35	0.00	0.00	48,042.35
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	140,264.18	36,413.09	176,765.71	(88.44)	0.00	0.00	(88.44)
036-TORT LIABILITY	19,354.65	82,333.37	96,586.09	5,101.93	0.00	0.00	5,101.93
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	143,232.45	314,398.76	255,122.85	202,508.36	0.00	0.00	202,508.36
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	337,376.69	385,957.81	235,985.18	487,349.32	0.00	0.00	487,349.32
119-EMERGENCY TAX FUND	5,268.84	44,249.32	0.00	49,518.16	0.00	0.00	49,518.16
121-OPTION TAX	354,223.23	290,045.29	0.00	644,268.52	0.00	0.00	644,268.52
125-T I F	107,755.95	584,486.66	25,560.00	666,682.61	0.00	0.00	666,682.61
126-TIF LMI MEADOWS PT 4	13,479.59	70,061.63	0.00	83,541.22	0.00	0.00	83,541.22
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	285,179.39	340,678.33	1,072,257.50	(446,399.78)	0.00	0.00	(446,399.78)
300-CAPITAL IMPROV. RESERVE	125,745.00	84,421.57	0.00	210,166.57	0.00	0.00	210,166.57
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	22,412.82	0.00	0.00	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	(413,188.80)	392,074.29	344,458.09	(365,572.60)	0.00	0.00	(365,572.60)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	(8,983.52)	250,641.43	131,767.06	109,890.85	0.00	0.00	109,890.85
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	80,000.00	3,190,768.73	3,619,665.83	(348,897.10)	0.00	0.00	(348,897.10)
326-ROUNDAABOUT MAIN & CEDAR-J	(51,236.09)	1,347,197.70	1,135,140.89	160,820.72	0.00	0.00	160,820.72
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: MAY 31ST, 2024

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 MAIN PH1	(39,352.46)	1,535,178.77	1,158,070.03	337,756.28	0.00	0.00	337,756.28
330-EASTSIDE WATER MAIN PH2	0.00	0.00	215,583.52	(215,583.52)	0.00	0.00	(215,583.52)
500-CEMETERY PERPETUAL FUND	131,922.36	4,310.05	0.00	136,232.41	0.00	0.00	136,232.41
501-KROUTH PRINCIPAL FUND	52,634.25	2,025.96	0.00	54,660.21	0.00	0.00	54,660.21
502-KROUTH INTEREST FUND	24,666.83	946.86	0.00	25,613.69	0.00	0.00	25,613.69
600-WATER FUND	327,497.42	752,044.75	527,102.28	552,439.89	0.00	0.00	552,439.89
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	5,173.58	56,620.19	1,660.00	60,133.77	0.00	0.00	60,133.77
610-SEWER FUND	724,784.24	942,826.47	711,154.59	956,456.12	0.00	0.00	956,456.12
611-SEWER FUND SPECIAL	550,682.88	471,947.41	57,129.92	965,500.37	0.00	0.00	965,500.37
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	183,444.34	65,349.52	32,111.18	216,682.68	0.00	0.00	216,682.68
950-BC/BS FLEXIBLE BENEFIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	5,215,601.07	13,277,532.15	10,955,915.91	7,537,217.31	0.00	0.00	7,537,217.31

*** END OF REPORT ***

PROGRAM EXPENDITURES FOR THE MONTH OF MAY 2024

91.67%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
PUBLIC SAFETY					
POLICE DEPARTMENT					
GENERAL FUND	\$ 489,504.00	\$ 25,041.90	\$ 316,310.28	\$ 173,193.72	64.62%
TORT LIABILITY	\$ 19,122.00	\$ -	\$ 13,285.66	\$ 5,836.34	69.48%
TRUST & AGENCY	\$ 97,777.00	\$ 4,220.96	\$ 60,008.56	\$ 37,768.44	61.37%
FIRE DEPARTMENT					
GENERAL FUND	\$ 287,550.00	\$ 2,415.17	\$ 68,142.54	\$ 219,407.46	23.70%
TORT LIABILITY	\$ 46,968.00	\$ -	\$ 46,772.71	\$ 195.29	99.58%
TRUST & AGENCY	\$ 41,303.00	\$ 4,439.86	\$ 22,254.11	\$ 19,048.89	53.88%
BUILDING INSPECTIONS				\$ -	#DIV/0!
GENERAL FUND	\$ 70,623.00	\$ 2,957.30	\$ 39,004.07	\$ 31,618.93	55.23%
TORT LIABILITY	\$ 500.00	\$ -	\$ 447.93	\$ 52.07	89.59%
TRUST & AGENCY	\$ 17,850.00	\$ 849.87	\$ 10,440.41	\$ 7,409.59	58.49%
ANIMAL CONTROL	\$ 3,800.00	\$ -	\$ -	\$ 3,800.00	0.00%
TOTAL PUBLIC SAFETY	\$ 1,074,997.00	\$ 39,925.06	\$ 576,666.27	\$ 498,330.73	53.64%
PUBLIC WORKS					
ROADS & STREETS					
GENERAL FUND	\$ 59,000.00	\$ -	\$ 21,931.54	\$ 37,068.46	37.17%
TORT LIABILITY	\$ 18,022.00	\$ -	\$ 15,146.09	\$ 2,875.91	84.04%
ROAD USE TAX FUND	\$ 315,953.00	\$ 17,903.87	\$ 255,122.85	\$ 60,830.15	80.75%
TRUST & AGENCY	\$ 60,195.00	\$ 2,692.50	\$ 32,470.12	\$ 27,724.88	53.94%
STREET LIGHTING - GENERAL FUND	\$ 40,000.00	\$ 3,019.25	\$ 33,790.89	\$ 6,209.11	84.48%
SOLID WASTE - GENERAL FUND	\$ 275,218.00	\$ 18,463.75	\$ 215,788.32	\$ 59,429.68	78.41%
TOTAL PUBLIC WORKS	\$ 768,388.00	\$ 42,079.37	\$ 574,249.81	\$ 194,138.19	74.73%
TOTAL HEALTH & SOCIAL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CULTURE & RECREATION					
LIBRARY					
GENERAL FUND	\$ 231,365.00	\$ 13,402.29	\$ 176,765.71	\$ 54,599.29	76.40%
TORT LIABILITY	\$ 5,560.00	\$ -	\$ 5,429.51	\$ 130.49	97.65%
TRUST & AGENCY	\$ 48,341.00	\$ 3,130.70	\$ 41,684.49	\$ 6,656.51	86.23%
PARKS & RECREATION				\$ -	
GENERAL FUND	\$ 228,196.00	\$ 21,901.44	\$ 110,507.90	\$ 117,688.10	48.43%
TORT LIABILITY	\$ 6,863.00	\$ -	\$ 6,624.56	\$ 238.44	96.53%
TRUST & AGENCY	\$ 53,368.00	\$ 2,284.04	\$ 16,614.11	\$ 36,753.89	31.13%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
CEMETERY					
GENERAL FUND	\$ 92,223.00	\$ 3,950.25	\$ 57,870.25	\$ 34,352.75	62.75%
TORT LIABILITY	\$ 3,094.00	\$ -	\$ 2,462.66	\$ 631.34	79.59%
TRUST & AGENCY	\$ 18,293.00	\$ 967.31	\$ 11,536.33	\$ 6,756.67	63.06%
CIVIC CENTER				\$ -	
GENERAL FUND	\$ 32,900.00	\$ 1,103.83	\$ 26,974.84	\$ 5,925.16	81.99%
TRUST & AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY & CULTURAL DEV. (HHTD)	\$ 32,050.00	\$ 20.98	\$ 27,998.40	\$ 4,051.60	87.36%
LOCAL CABLE ACCESS				\$ -	
GENERAL FUND	\$ 22,801.00	\$ 277.80	\$ 18,753.23	\$ 4,047.77	82.25%
TRUST & AGENCY	\$ 3,846.00	\$ -	\$ -	\$ 3,846.00	0.00%
TOTAL CULTURE & RECREATION	\$ 778,900.00	\$ 47,038.64	\$ 503,221.99	\$ 275,678.01	64.61%
COMMUNITY & ECONOMIC DEV.					
ECONOMIC DEVELOPMENT	\$ 91,500.00	\$ -	\$ 36,296.69	\$ 55,203.31	39.67%
PLANNING & ZONING	\$ 20,000.00	\$ 1,100.00	\$ 11,555.71	\$ 8,444.29	57.78%
REVOLVING LOAN FUND	\$ -	\$ -	\$ -	\$ -	
TIF DEBT SERVICE	\$ 183,881.00	\$ -	\$ 25,560.00	\$ 158,321.00	13.90%
TOTAL COMMUNITY & E.D.	\$ 295,381.00	\$ 1,100.00	\$ 73,412.40	\$ 221,968.60	24.85%
GENERAL GOVERNMENT					
MAYOR & COUNCIL					
GENERAL FUND	\$ 20,500.00	\$ 435.19	\$ 14,260.33	\$ 6,239.67	69.56%
TRUST & AGENCY	\$ 2,906.00	\$ 47.39	\$ 1,294.10	\$ 1,611.90	44.53%
CLERK & TREASURER					
GENERAL FUND	\$ 181,346.00	\$ 8,964.71	\$ 134,675.92	\$ 46,670.08	74.26%
TORT LIABILITY	\$ 6,792.00	\$ -	\$ 6,416.97	\$ 375.03	94.48%
TRUST & AGENCY	\$ 44,670.00	\$ 2,780.45	\$ 39,682.95	\$ 4,987.05	88.84%
LEGAL SERVICES	\$ 27,000.00	\$ 2,927.82	\$ 25,934.28	\$ 1,065.72	96.05%
TOTAL GENERAL GOVERNMENT	\$ 283,214.00	\$ 15,155.56	\$ 222,264.55	\$ 60,949.45	78.48%
GO DEBT SERVICE	\$ 1,075,309.00	\$ 984,183.75	\$ 1,072,257.50	\$ 3,051.50	99.72%
CAPITAL PROJECTS					
ARPA FUNDED PROJECT	\$ 372,612.00	\$ -	\$ -	\$ 372,612.00	0.00%
RELOCATING WATER & SEWER LINES	\$ 658,100.00	\$ -	\$ 344,458.09	\$ 313,641.91	52.34%
WIDENING WAPSI CREEK @ BERANEK	\$ 1,000,000.00	\$ 8,631.50	\$ 131,767.06	\$ 868,232.94	13.18%
VVW TREATMENT FACILITY IMP 2021	\$ 7,000,000.00	\$ 428,897.10	\$ 3,619,665.83	\$ 3,380,334.17	51.71%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
ROUNDAABOUT MAIN & CEDAR	\$ 1,100,000.00	\$ 272,582.12	\$ 1,135,140.89	\$ (35,140.89)	103.19%
EASTSIDE WATER MAINS PHASE 1	\$ 1,800,000.00	\$ -	\$ 1,158,070.03	\$ 641,929.97	64.34%
EASTSIDE WATER MAINS PHASE 2	\$ 860,318.00	\$ 154,364.31	\$ 215,583.52	\$ 644,734.48	25.06%
TOTAL CAPITAL PROJECTS	\$ 12,791,030.00	\$ 864,475.03	\$ 6,604,685.42	\$ 6,186,344.58	51.64%
BUSINESS TYPE ACTIVITIES					
WATER FUND	\$ 590,028.00	\$ 25,656.58	\$ 470,482.09	\$ 119,545.91	79.74%
TRUST & AGENCY	\$ 28,597.00	\$ -	\$ -	\$ 28,597.00	
WATER SINKING FUND	\$ 61,768.00	\$ -	\$ 1,660.00	\$ 60,108.00	2.69%
SEWER FUND	\$ 341,560.00	\$ 17,609.94	\$ 239,207.18	\$ 102,352.82	70.03%
TRUST & AGENCY	\$ 23,652.00	\$ -	\$ -	\$ 23,652.00	
SEWER FUND SPECIAL	\$ 503,360.00	\$ -	\$ 57,129.92	\$ 446,230.08	11.35%
STORM WATER UTILITY	\$ 49,664.00	\$ 1,478.68	\$ 32,111.18	\$ 17,552.82	64.66%
TRUST & AGENCY	\$ 2,522.00	\$ -	\$ -	\$ 2,522.00	0.00%
TOTAL BUSINESS TYPE ACTIVITIES	\$ 1,601,151.00	\$ 44,745.20	\$ 800,590.37	\$ 800,560.63	50.00%
NON-DEPARTMENTAL TRANSFERS					
GENERAL FUND	\$ 199,791.00	\$ -	\$ -	\$ 199,791.00	0.00%
ROAD USE TAX	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TRUST AND AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
EMERGENCY TAX FUND	\$ 42,822.00	\$ -	\$ -	\$ 42,822.00	0.00%
LOCAL OPTION SALES TAX	\$ 238,200.00	\$ -	\$ -	\$ 238,200.00	0.00%
TIF	\$ 421,573.00	\$ -	\$ -	\$ 421,573.00	0.00%
WATER FUND	\$ 210,982.00	\$ 5,147.29	\$ 56,620.19	\$ 154,361.81	26.84%
SEWER FUND	\$ 584,395.00	\$ 42,904.31	\$ 471,947.41	\$ 112,447.59	80.76%
SEWER FUND SPECIAL	\$ -	\$ -	\$ -	\$ -	#DIV/0!
STORM WATER UTILITY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL NON-DEPARTMENTAL TRANSFERS	\$ 1,697,763.00	\$ 48,051.60	\$ 528,567.60	\$ 1,169,195.40	31.13%
TOTAL FOR ALL FUNCTIONS	\$ 20,366,133.00	\$ 2,086,754.21	\$ 10,955,915.91	\$ 9,410,217.09	53.79%

CITY OF WEST BRANCH
 EXPENDITURES BY ACTIVITY (UNAUDITED)
 AS OF: MAY 31ST, 2024

001-GENERAL FUND

91.67% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL NON-PROGRAM	1,697,763.00	48,051.60	528,567.60	31.13	1,169,195.40
TOTAL PUBLIC SAFETY	1,074,997.00	39,925.06	576,666.27	53.64	498,330.73
TOTAL PUBLIC WORKS	768,388.00	42,079.37	574,249.81	74.73	194,138.19
TOTAL HEALTH & SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE & RECREATION	778,900.00	47,038.64	503,221.99	64.61	275,678.01
TOTAL COMMUNITY & ECON DEVELOP	295,381.00	1,100.00	73,412.40	24.85	221,968.60
TOTAL GENERAL GOVERNMENT	283,214.00	15,155.56	222,264.55	78.48	60,949.45
TOTAL DEBT SERVICE	1,075,309.00	984,183.75	1,072,257.50	99.72	3,051.50
TOTAL CAPITAL PROJECTS	12,791,030.00	864,475.03	6,604,685.42	51.64	6,186,344.58
TOTAL BUSINESS TYPE/ENTERPRISE	1,601,151.00	44,745.20	800,590.37	50.00	800,560.63
TOTAL EXPENDITURES	20,366,133.00	2,086,754.21	10,955,915.91	53.79	9,410,217.09



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: **Resolution 2024-54 – Approving a Subdivider’s Agreement with KLM Investments for The Meadows Subdivision, Part 6, West Branch, Iowa.

PREPARED BY: City Clerk, Leslie Brick
--

DATE: June 12, 2024

SUMMARY:

****This item was tabled at the June 3, 2024 City Council meeting.**

The Developer of The Meadows, Part 6 has submitted a Preliminary Plat for the final phase of their subdivision. This parcel provides 19 residential lots zoned R-2 which allows for both single family and zero-lot dwellings.

At the City Council’s request, the Subdivider’s Agreement outlines specific requirements for the construction on each lot. The Developer has petitioned rezoning the parcel from R-1 (single family dwellings) to R-2 (two family dwellings).

The Developer is agreeable to dedicate eleven of the nineteen lots for single family dwellings, with the remaining lots eligible to have zero-lot dwellings constructed on them as follows:

R-2 (two-family)

Lots 1, 2, 3, 4, 5, 10, 11 and 12

R-1 (single family)

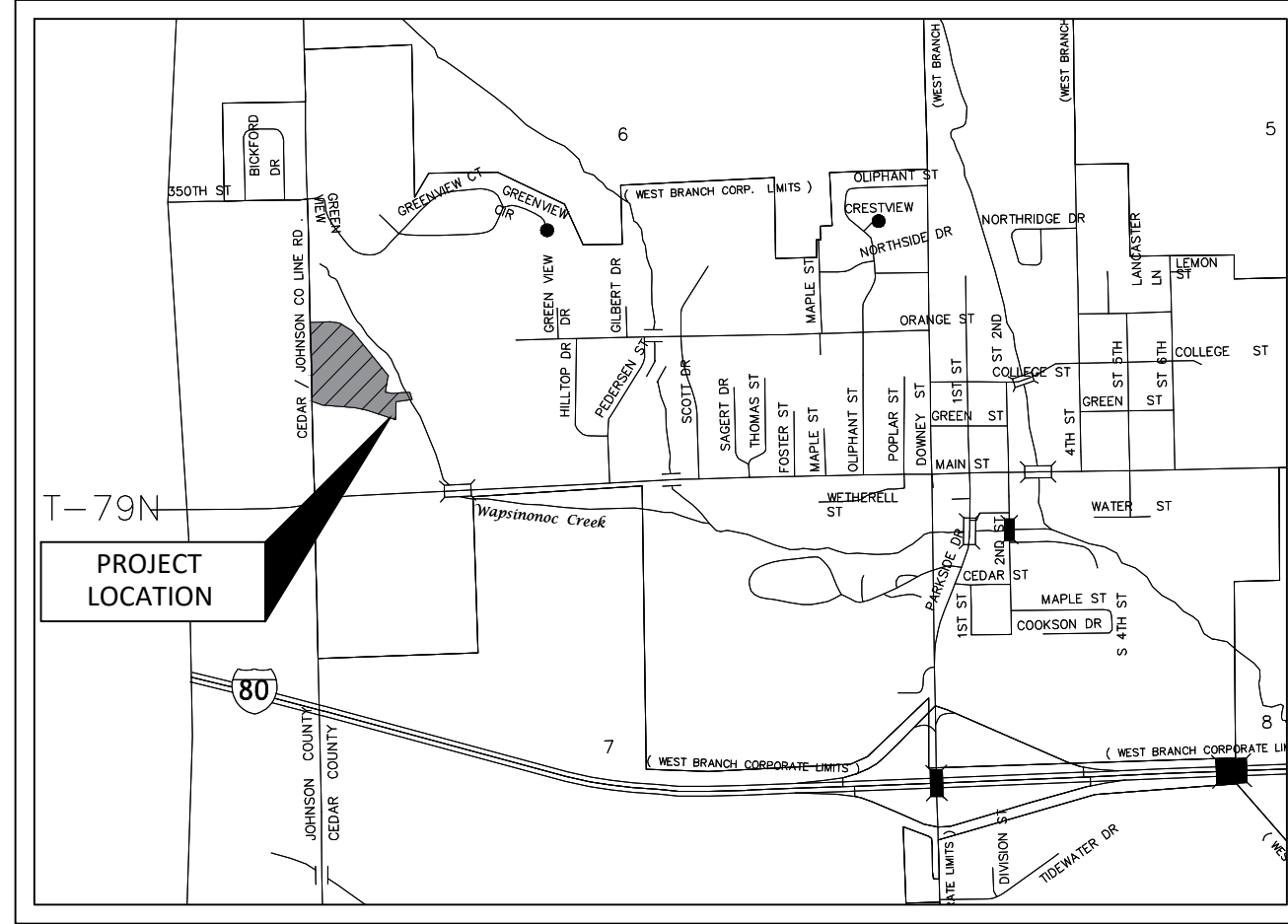
Lots 6, 7, 8, 9, 13, 14, 15, 16, 17, 18 & 19

(lots 9 & 17 must have driveways to West Orange Street)

Other changes requested by City Council are in regard to Outlot A, which will be eventually deeded over to the City.

PRELIMINARY PLAT MEADOWS PART 6 WEST BRANCH, IOWA

PROJECT VICINITY MAP:



LEGEND:		
UTILITIES	EXISTING	PROPOSED
SANITARY SEWER	— (S) —	— SS —
STORM	— (ST) —	— ST —
SUBDRAIN	— (SD) —	— SD —
WATER: DOMESTIC	— (W) —	— W —
COMMUNICATIONS HANDHOLE	⊠	⊠
COMMUNICATIONS PEDESTAL	⊡	⊡
COMMUNICATIONS MANHOLE	⊙	⊙
GUY WIRE ANCHOR	⊕	⊕
UTILITY POLE	⊗	⊗
UTILITY POLE WITH LIGHT	⊗	⊗
LIGHT POLE	⊗	⊗
SANITARY SEWER MANHOLE	⊙	⊙
SANITARY SEWER CLEANOUT	⊙	⊙
STORM SEWER MANHOLE	⊙	⊙
STORM SEWER INTAKE	⊙	⊙
HYDRANT	⊙	⊙
WATER VALVE	⊙	⊙
CURB STOP	⊙	⊙
SITE		
CONTOUR - INDEX	— 100 —	— 100 —
CONTOUR - INTERMEDIATE	— 101 —	— 101 —

APPLICANT INFORMATION

OWNER: KLM INVESTMENTS, LLC. P.O. BOX 698 WEST BRANCH, IA 52358	ATTORNEY: MICHAEL W. KENNEDY 920 S. DUBUQUE STREET IOWA CITY, IA 52240
DEVELOPER: KLM INVESTMENTS, LLC. P.O. BOX 698 WEST BRANCH, IA 52358	PREPARED BY: AXIOM CONSULTANTS, LLC 300 S. CLINTON STREET, UNIT 200 IOWA CITY, IOWA 52240

NOTES:

- BASIS OF BEARINGS IS GPS MEASUREMENTS IN THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
- THE SIZE AND LOCATION OF ALL PROPOSED UTILITIES SHOWN ON THE PLAT ARE SUBJECT TO MODIFICATION AND/OR CHANGE. THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS PLAT
- PROPOSED WATERLINE IS TO BE 8" PVC WATERMAIN.
- PROPOSED SANITARY SEWER IS TO BE 8" PVC SANITARY SEWER PIPE.
- WIDTHS OF PROPOSED STORM SEWER EASEMENTS ARE SUBJECT TO CHANGE AS A RESULT OF FINAL STORM SEWER DESIGN DEPTH.
- STREET LIGHTS TO BE SPACED AT APPROXIMATELY 200', AT INTERSECTIONS, AND AT CROSS-WALKS. FINAL LOCATIONS TO BE DETERMINED WITH CONSTRUCTION DOCUMENTS.
- ALL LOTS ARE CURRENTLY ZONED R-1 AND SHALL BE REZONED R-2.
- SETBACKS FOR R-2 ARE 25' FOR FRONT, 25' FOR REAR, AND 8' FOR SIDE YARDS.
- LOT A TO BE DEDICATED TO THE CITY OF WEST BRANCH FOR STREET ROW.
- OUTLOT A TO BE OWNED AND MAINTAINED BY THE HOA FOR STORMWATER MANAGEMENT.
- CEDAR JOHNSON ROAD ANTICIPATED TO BE IMPROVED PRIOR TO OR AS PART OF THE MEADOWS PART 6. STREET AND UTILITY CONNECTIONS BETWEEN W ORANGE STREET AND CEDAR JOHNSON ASSUMED AS PART OF DESIGN.
- INSTALLATION OF TRAIL BETWEEN MAIN STREET AND PRAIRIE VIEW LANE ANTICIPATED TO BE COMPLETED AS PART OF THE MEADOWS PART 6 OR FOLLOWING SUCH CONSTRUCTION. TRAIL ALIGNMENT ASSUMED TO RUN ALONG THE EAST SIDE OF DRAINAGEWAY BETWEEN MAIN STREET AND W ORANGE STREET, AND ALONG WEST SIDE OF DRAINAGEWAY BETWEEN W ORANGE STREET AND PRAIRIE VIEW LANE.
- LOTS 18 AND 19 TO HAVE DRIVEWAYS ACCESSING DIRECTLY ONTO CEDAR JOHNSON ROAD. THESE ZERO LOTS TO UTILIZE ONE DRIVEWAY PER LOT.
- CONSTRUCTION PERMITS FOR LOTS 18 AND 19 WILL NOT BE ISSUED UNTIL CEDAR-JOHNSON ROAD IMPROVEMENTS ARE COMPLETED.
- GRADE OF LOTS 1, 2 AND 10 TO BE FILLED AND RAISED TO PLACE OUTSIDE OF THE EXISTING FLOODPLAIN. MINIMUM LOW OPENING TO BE DEFINED PRIOR TO FINAL PLAT AND BUILDING ON LOT. MODELING TO BE COORDINATED WITH IDNR TO ESTABLISH BASE FLOOD ELEVATION AND NEED FOR LOMA.
- SWPPP METHODS TO BE VERIFIED WITH CONSTRUCTION DOCUMENTS.
- SIDEWALK ALONG EAST SIDE OF CEDAR JOHNSON RD, WEST SIDE OF LOTS 9 AND 17-19 TO BE RESPONSIBILITY OF PROPERTY OWNER WHEN CEDAR JOHNSON ROAD IMPROVEMENTS ARE COMPLETED.

LEGAL DESCRIPTION

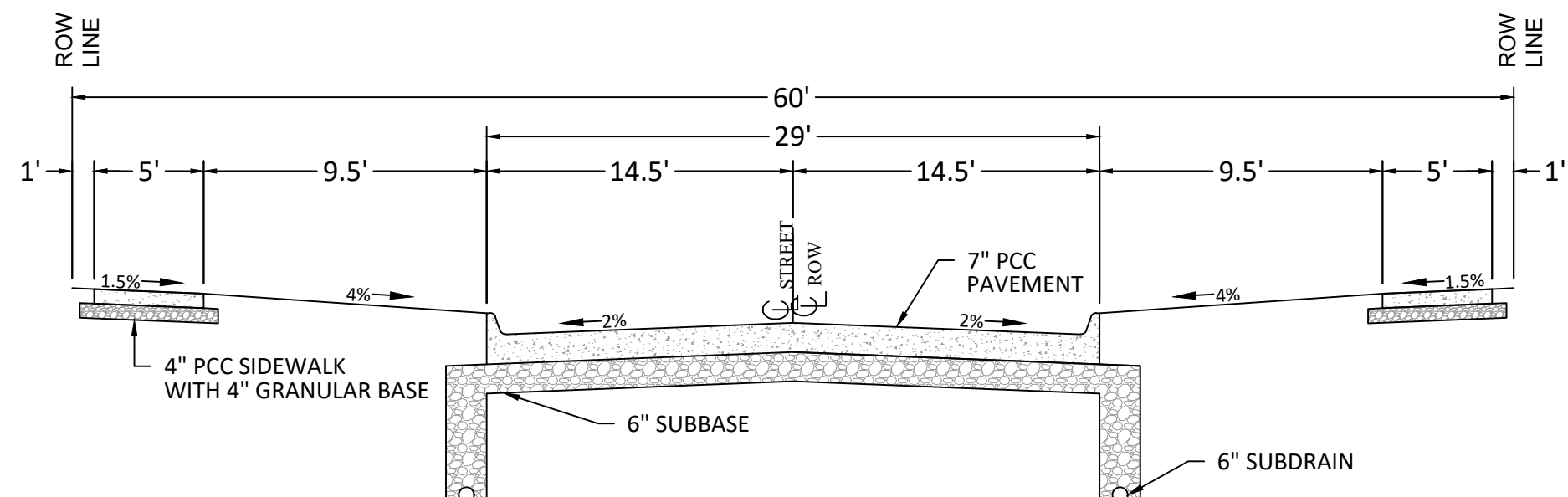
BEING PART OF AUDITOR'S PARCEL G IN BOOK I PAGE 103 IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) AND THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 04 WEST OF THE 5TH/ P.M., CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS

BEGINNING AT THE SOUTHWEST CORNER OF LOT 32 OF THE CORRECTED PLAT FOR THE MEADOWS SUBDIVISION PART 4B AS RECORDED IN BOOK 1554, PAGE 326 OF THE CEDAR COUNTY RECORDER'S OFFICE, THENCE N88°41'21"E, 172.30 FEET TO THE SOUTH LINE OF OUTLOT B OF THE MEADOWS SUBDIVISION PART 4A AS RECORDED IN BOOK 1492, PAGE 39 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SOUTH LINE S82°46'48"E, 80.44 FEET; THENCE ALONG SAID SOUTH LINE S58°47'20"E, 126.13 FEET; THENCE ALONG SAID SOUTH LINE S38°53'07"E, 499.31 FEET; THENCE ALONG SAID SOUTH LINE S09°48'28"W, 146.35 FEET; THENCE ALONG SAID SOUTH LINE S80°11'32"E, 60.86 FEET; THENCE 151.84 FEET ALONG SAID SOUTH LINE ON A 300.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, (CHORD BEARING N85°18'30"E, 150.22 FEET) TO THE WEST LINE OF LOT A OF SAID PART 4A; THENCE ALONG SAID WEST LINE S19°00'26"E, 66.00 FEET TO THE NORTH LINE OF OUTLOT A OF SAID PART A; THENCE 140.95 FEET ALONG SAID NORTH LINE ON A 352.59 FOOT RADIUS CURVE CONCAVE NORTHERLY (CHORD BEARING S81°52'08"W, 140.01 FEET) THENCE ALONG SAID SOUTH LINE S01°20'05"W, 156.35 FEET; THENCE ALONG SAID NORTH LINE N71°51'36"W, 259.28 FEET; THENCE ALONG SAID NORTH LINE N77°54'25"W, 108.11 FEET; THENCE N85°28'43"W, 277.46 FEET; THENCE ALONG SAID NORTH LINE N69°36'54"W, 99.17 FEET; THENCE N01°19'23"W, 681.39 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 9.83 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

KEY NOTES:

- 10' PUBLIC UTILITY EASEMENT
- 20' STORM SEWER EASEMENT
- DRAINAGE EASEMENT FOR DRAINAGEWAY (LOT 10)
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- FUTURE BIKE/PEDESTRIAN TRAIL
- PROPOSED STORM SEWER TO BE CONSTRUCTED WITH CEDAR-JOHNSON ROAD IMPROVEMENTS
- MAILBOX CLUSTER LOCATION AND PULL OFF LANE



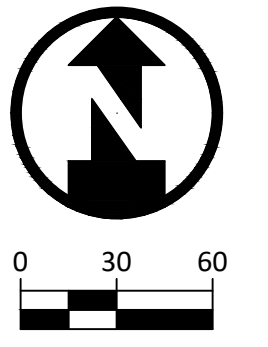
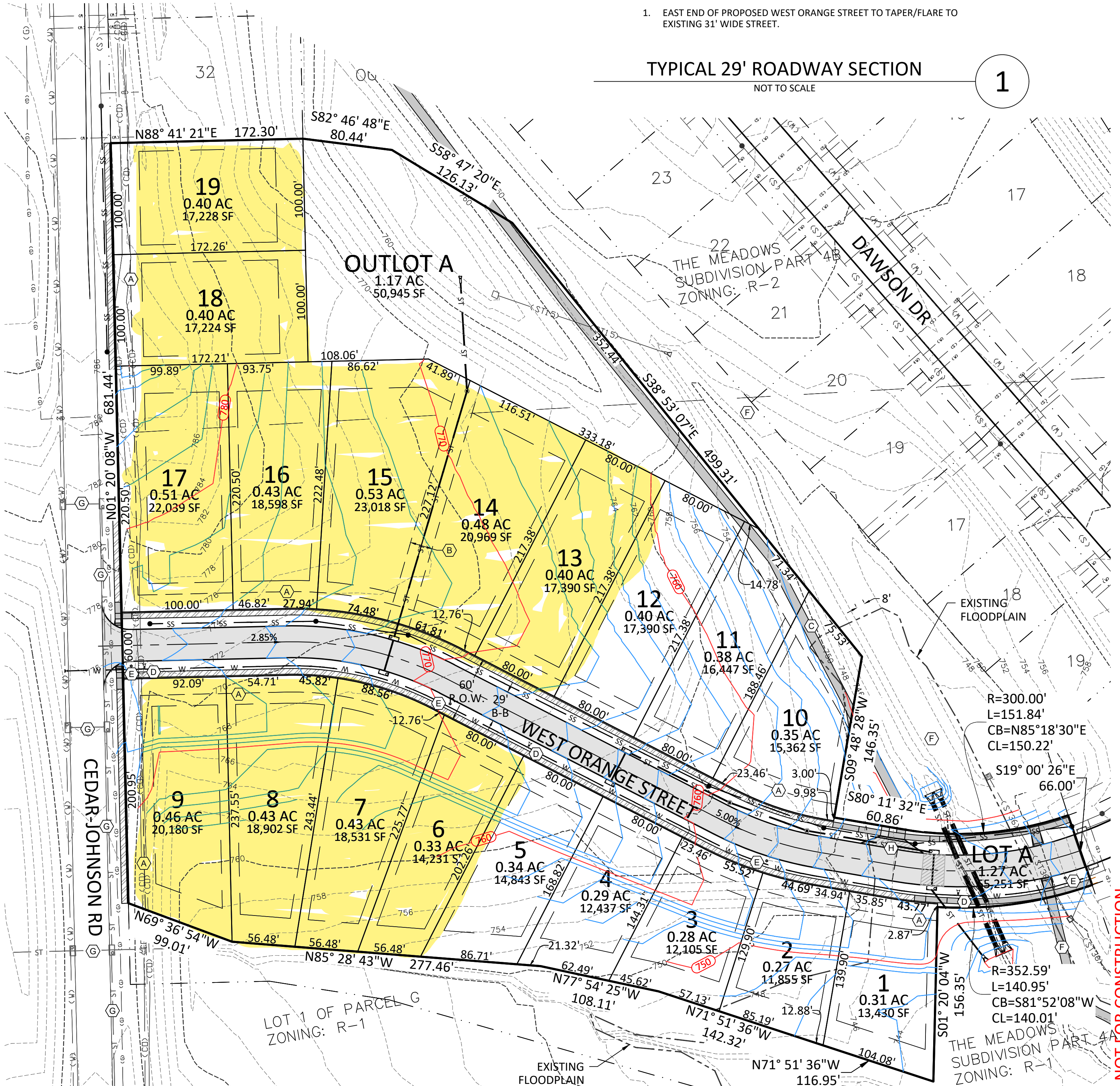
NOTE:

- EAST END OF PROPOSED WEST ORANGE STREET TO TAPER/FLARE TO EXISTING 31' WIDE STREET.

TYPICAL 29' ROADWAY SECTION

NOT TO SCALE

1



MEADOWS PART 6
WEST BRANCH, IA

KLM INVESTMENTS, LLC

ISSUED FOR

CITY REVIEW

DATE	DESCRIPTION	DATE
03-06-2024	RESUBMITTAL 1	04-23-2024
	RESUBMITTAL 2	05-16-2024

DESIGNED BY	JP
DETAILED BY	JP
CHECKED BY	BB
PROJECT NO.	220011
SHEET NAME	

PRELIMINARY PLAT

1 OF 1

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

RESOLUTION 2024-54

A RESOLUTION APPROVING A SUBDIVIDER’S AGREEMENT WITH KLM INVESTMENTS FOR THE MEADOWS SUBDIVISION, PART 6, WEST BRANCH, IOWA.

WHEREAS, KLM Investments, LLC (the “Developer”) has submitted the preliminary plat for The Meadows Subdivision, Part Six, West Branch, Iowa (the “Development”); and

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

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

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

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

Passed and approved this 17th day of June, 2024.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

CITY OF WEST BRANCH, IOWA/SUBDIVIDER'S AGREEMENT

THE MEADOWS SUBDIVISION, PART SIX, WEST BRANCH, IOWA

This Agreement is made by and between KLM Investments, L.L.C., an Iowa limited liability company, hereinafter referred to as the "Subdivider", and the City of West Branch, Iowa, a Municipal corporation, hereinafter referred to as the "City".

WITNESSETH

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

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

SECTION 2. SIDEWALKS.

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

However, as it pertains to the sidewalks along Cedar-Johnson Road for Lots 9, 17, 18 and 19, the sidewalk will not have to be constructed until such time as the City has made improvements to Cedar-Johnson Road adjacent to said Lots.

SECTION 3. ESCROW MONIES

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

However, as it pertains to the sidewalks along Cedar-Johnson Road for Lots 9, 17, 18 and 19, the sidewalk will not have to be constructed until such time as the City has made improvements to Cedar-Johnson Road adjacent to said Lots.

SECTION 4. USE OF ESCROW MONIES

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

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

SECTION 5. WAIVER

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

SECTION 6. LIEN

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

SECTION 7. RELEASE

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

SECTION 8. PUBLIC SERVICES.

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

SECTION 9. LOT A.

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

SECTION 10. PAYMENT OF SANITARY SEWER CONNECTION FEE.

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

SECTION 11. ZONING.

The parties expressly agree that the Subdivision is currently zoned R-2 Residential District. However, the Developer expressly agrees that Lots 6 through 9 inclusive and Lots 13 through 17 inclusive and Lots 18 and 19 will only be used to construct one (1) single family dwelling.

SECTION 12. STORM WATER EROSION CONTROL AND TOPSOIL REQUIREMENTS.

Subdivider or its assigns or successors in interest shall be responsible for the maintenance of appropriate erosion control measures during construction of the infrastructure and during building of any structures in the Subdivision. Subdivider agrees to comply with the topsoil requirements outlined in its NPDES permit.

SECTION 13. OUTLOT A.

As part of the public improvements for this Subdivision, the Subdivider shall construct storm water detention on Outlot A in strict compliance with the plans approved by

the City Engineer. In addition to the storm water detention, the Subdivider shall grade a trail across said Outlot A in a location agreed by the City. After the storm water detention has been completed, the Subdivider shall convey Outlot A to the City via Warranty Deed.

SECTION 14. ACCESS CONTROL.

Access for Lots 9 and 17 shall only be from West Orange Street.

SECTION 15. ASSIGNS AND SUCCESSORS

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

Dated this ____ day of _____, 2024.

KLM Investments, LLC:

City of West Branch:

By: _____
Chris Kofoed, Manager

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Leslie Brick, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Roger

Laughlin and Leslie Brick acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on the ____ day of _____, 2024,
by _____ as Manager of KLM Investments, L.L.C.

Notary Public



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Third Reading Ordinance 815 – Re-zoning an approximate 9.83-acre parcel from R-1 Residential District to R-2 Residential District.

PREPARED BY: City Clerk, Leslie Brick
--

DATE: June 4, 2024

SUMMARY:

The Developer of The Meadows, Part 6 has petitioned for the rezoning of an approximate 9.83 parcel from R-1 to R-2.

A public hearing was held at a special Planning & Zoning meeting on April 22, 2024 and at the May 6, 2024 City Council meeting.

Comments regarding the rezoning request were made and recorded by City Administrator Kofoed.

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, 110 N. Poplar Street, P.O. Box 218, West Branch, Iowa 52358 (319)643-5888

ORDINANCE 815

AN ORDINANCE RE-ZONING AN APPROXIMATE 9.83-ACRE PARCEL FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DISTRICT.

WHEREAS, the Developer has petitioned the City of West Branch for a zoning district amendment for properties located in the Meadows Subdivisions, said parcel being legally described as:

BEING PART OF AUDITOR'S PARCEL G IN BOOK I PAGE 103 IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) AND THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 04 WEST OF THE 5TH/ P.M., CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF LOT 32 OF THE CORRECTED PLAT FOR THE MEADOWS SUBDIVISION PART 4B AS RECORDED IN BOOK 1554, PAGE 326 OF THE CEDAR COUNTY RECORDER'S OFFICE, THENCE N88°41'21"E, 172.30 FEET TO THE SOUTH LINE OF OUTLOT B OF THE MEADOWS SUBDIVISION PART 4A AS RECORDED IN BOOK 1492, PAGE 39 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SOUTH LINE S82°46'48"E, 80.44 FEET; THENCE ALONG SAID SOUTH LINE S58°47'20"E, 126.13 FEET; THENCE ALONG SAID SOUTH LINE S38°53'07"E, 499.31 FEET; THENCE ALONG SAID SOUTH LINE S09°48'28"W, 146.35 FEET; THENCE ALONG SAID SOUTH LINE S80°11'32"E, 60.86 FEET; THENCE 151.84 FEET ALONG SAID SOUTH LINE ON A 300.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, (CHORD BEARING N85°18'30"E, 150.22 FEET) TO THE WEST LINE OF LOT A OF SAID PART 4A; THENCE ALONG SAID WEST LINE S19°00'26"E, 66.00 FEET TO THE NORTH LINE OF OUTLOT A OF SAID PART A; THENCE 140.95 FEET ALONG SAID NORTH LINE ON A 352.59 FOOT RADIUS CURVE CONCAVE NORTHERLY (CHORD BEARING S81°52'08"W, 140.01 FEET) THENCE ALONG SAID SOUTH LINE S01°20'05"W, 156.35 FEET; THENCE ALONG SAID NORTH LINE N71°51'36"W, 259.28 FEET; THENCE ALONG SAID NORTH LINE N77°54'25"W, 108.11 FEET; THENCE N85°28'43"W, 277.46 FEET; THENCE ALONG SAID NORTH LINE N69°36'54"W, 99.17 FEET; THENCE N01°19'23"W, 681.39 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 9.83 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.
; and

WHEREAS, the Developer has requested that the Parcel be rezoned to be located in an R-2 Residential District, in place of an R-1 Residential District; and

WHEREAS, the West Branch Planning and Zoning Commission has recommended the City Council approve said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

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

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel being located in a R-2 Residential District in place of R-1 Residential District.

Section 2. This ordinance shall be in full force and effect from and after its publication as by law provided.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

Passed and approved this 17th day of June, 2024.

Read First Time: May 6, 2024
Read Second Time: May 20, 2024
Read Third Time: June 17, 2024

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2024.

City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Resolution 2024-59 –Setting the salary for an appointed official of the City of West Branch, Iowa for Fiscal Year 2025. /Move to action.
--

PREPARED BY: Roger Laughlin, Mayor

DATE: June 6, 2024

BACKGROUND:

Based on the budget season, each employee will be given a 3.4% cost of living increase this fiscal year.

For the 3.4% estimate please see the following news release from the U.S. Department of Labor - Bureau of Labor Statistics. <https://www.bls.gov/news.release/pdf/cpi.pdf>

Employees in good standing were eligible for an additional 2% merit increase. In addition, some employees may be under an orientation period and are not eligible for a raise this July. Employee evaluations are not public record established by State Code 22.7 of Iowa. Council questions on pay should be directed to the Mayor in private.

RESOLUTION 2024-59

A RESOLUTION SETTING THE SALARY FOR AN APPOINTED OFFICIAL OF THE CITY OF WEST BRANCH, IOWA FOR FISCAL YEAR 2025.

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

SECTION 1. The following person and position named shall be paid the salary 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.

<u>Administration</u>	<u>Name</u>	<u>Salary</u>	<u>Status</u>
City Administrator	Adam Kofoed	\$107,761	Salaried

SECTION 2. All the above employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 3. This resolution will be effective upon final passage of the City Council.

SECTION 4. The salary established in this resolution shall be effective July 1, 2024.

Passed and approved this 17th day of June, 2024.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Resolution 2024-60 – Approving the City of West Branch Employee Handbook dated July 1, 2024. / Move to action.
--

PREPARED BY: Adam Kofoed, City Administrator

DATE: June 12, 2024

BACKGROUND:

An employee handbook is a document that provides employees with information about their job, including policies, procedures, and working conditions.

The City of West Branch Employee Handbook was last updated in October 2016 and since that time, many policies have been adopted. The City Council approved a Legal Services Agreement with Lynch Dallas P.C. in 2023 to review the Employee Handbook for legal compliance and incorporate policies adopted since 2016.

The City of West Branch Employee Handbook has now been updated with all current policies and is ready to adopted and distributed to all employees.

All changes and updates are in **RED** text.

RESOLUTION 2024-60

A RESOLUTION APPROVING THE CITY OF WEST BRANCH EMPLOYEE HANDBOOK DATED JULY 1, 2024

WHEREAS, the City Council, of the City of West Branch, Iowa adopted an Employee Handbook on September 8, 2009, and again on October 17, 2016; and

WHEREAS, the same handbook has had several amendments added to it over the course of ten years; and

WHEREAS, the Employee Handbook has been reviewed and updated by Lynch Dallas, P.C. for legal counsel on employment related issues; and

WHEREAS, the Employee Handbook has now been updated to include such topics as Family Medical Leave Act, Discrimination, Harassment, Anti-Retaliation, American with Disabilities Act, Pregnancy Workers Fairness Act and Lactation Policy, Religious Accommodations, and updates to employee benefits; and

WHEREAS, the City Council has reviewed the amended City of West Branch Employee Handbook dated July 1, 2024 and accepts the updated version.

NOW, THEREFORE, BE IT RESOLVED that the City Council of West Branch, Iowa does hereby approve the City of West Branch Employee Handbook dated July 1, 2024.

Passed and approved this 17th day of June, 2024.

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk



Employee Handbook

July 1, 2024

Table of Contents

<u>Subject</u>	<u>Page</u>
Table of Contents	2-4
I. INTRODUCTION.....	5
1. Welcome.....	5
2. History	5
3. Definitions.....	5-6
4. At-Will Employment.....	7
5. Equal Employment Opportunity Policy Statement	7
6. Harassment	8
7. Anti-Retaliation	9
8. Americans with Disabilities Act.....	9
9. Pregnancy Workers Fairness Act and Lactation Policy.....	10
10. Religious Accommodations.....	10
II. ORGANIZATION.....	11-12
1. Mayor and City Council	11
2. Administration/City Office.....	11
3. Public Works	11
4. Parks and Recreation	11
5. Public Library.....	11
6. Police	11-12
7. Fire and Rescue	12
III. EMPLOYMENT	13
1. Job Openings	13
2. Veterans Preference	13
3. Employee Status	13
4. Immigration Law Compliance.....	13
5. Physical Examination	13
6. Resignation.....	14
7. Personnel Files and Data Changes	14
8. Ethics – Confidentiality	14
9. Drug and Alcohol Policy.....	15-19
10. Dress Code Policy	20
11. Travel Expense Reimbursement	20
12. Inclement Weather	21
13. Working Hours.....	21
14. Attendance.....	21
15. Compensation	21
16. Pay Periods.....	22

17.	Call Back & Court	22
18.	Weekend Duties.....	22
19.	Time Records	22
20.	Training.....	22
21.	Overtime (Non-exempt employees)	22
22.	Flex Time (Exempt employees)	23
23.	Conflict Resolution Procedure.....	23
24.	Failure to Appeal.....	24
25.	Discipline.....	24
26.	Grounds for Disciplinary Action	24-25
27.	Requests for Legal Work.....	26
28.	Performance Evaluations.....	26
29.	Information Technology and Telephone/Cell Phone Usage.....	26-27
30.	Social Media Policy.....	28-31
31.	Vehicle Use.....	31
32.	Tobacco Free Policy	32
IV. BENEFITS		33
1.	Group Health Insurance.....	33
2.	Group Dental Insurance.....	33
3.	Group Life, AD&D, Short-Term and Long-Term Disability.....	33
V. TIME OFF BENEFITS.....		34
1.	Vacation	34
2.	Sick Leave.....	34
3.	Holidays.....	35
4.	Pregnancy and Paternal Leave	35
5.	Bereavement Leave	35
6.	Jury Duty	36
7.	Military Leave	36
8.	Unpaid Leave of Absence	36-37
VI. ADDITIONAL BENEFITS.....		38
1.	Vision.....	38
2.	Employee Assistance Program.....	38
3.	Flexible Spending Account	38
4.	Wellness Benefit	38
5.	Participation in Recreation Events.....	38
6.	Worker's Compensation Coverage	38-39
7.	Family Medical Leave Act (FMLA).....	39-43
VII. RETIREMENT BENEFITS.....		44
1.	Social Security.....	44
2.	IPERS	44
3.	Medical Coverage Continuation.....	44
4.	Sick Leave Payout.....	44
VIII. Conclusion.....		45

APPENDIX A West Branch Fire Department Volunteer Cadets 46

APPENDIX B CDL Drug & Alcohol Testing Policy..... 47

APPENDIX C Employee Acknowledgement Form 48

APPENDIX D Return to Work Program Statement of Acknowledgement..... 49

I. INTRODUCTION

1. WELCOME

The City of West Branch would like to welcome you! We hope that you find the City of West Branch (hereinafter “City”) is a rewarding place in which to work and we look forward to a productive and successful association.

2. HISTORY

West Branch is a growing community with many great opportunities. You’ll find our town an inviting place for all ages to shop, live, dine, meet and visit often. The community’s pride in its architectural and cultural heritage is evident in our historic downtown where 14 buildings are listed on the National Register of Historic Places.

West Branch is the birthplace of Herbert C. Hoover, the 31st president of the United States. Visitors enjoy the Herbert Hoover Presidential Library-Museum and the Herbert Hoover National Historic Site and Prairie.

3. DEFINITIONS

- a. **APPOINTMENT:** The offer of and acceptance of employment. The appointing authority is the City Council.
- b. **COMPENSATION:** The salary, wage, allowances, and other forms of valuable consideration, earned by or paid to any employees by reason of service in any position, but does not include allowances authorized and incurred incident to employment.
- c. **DEMOTION:** The change of an employee from one classification/position to another having lower compensation.
- d. **DISABLED PERSON:** Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment, as defined by applicable state law.
- e. **DISCIPLINE:** The practice of training people to obey rules or a code of behavior, using punishment to correct disobedience of performance, work habits, attitude or demeanor.
- f. **EXEMPT EMPLOYEE:** An exempt employee is someone who is not subject to the Fair Labor Standards Act's (FLSA) minimum wage and overtime pay requirements. Exempt employees are usually paid a salary or fee, and are not eligible for overtime pay. They are typically paid the same amount each pay period, regardless of how many hours or days they work, with some exceptions. Exempt employees may also be required to work longer or inconsistent hours to fulfill their responsibilities, and may be obligated to work as many hours as needed to do so.
- g. **EXTENDED FAMILY:** Includes: uncle, aunt, niece, nephew, first cousin, step-family members and half-family members.
- h. **FRINGE BENEFITS:** Employee compensation other than wages, such as, but not limited to: medical insurance, holiday pay, vacation, sick leave, and other leaves granted under this handbook.
- i. **FULL TIME EMPLOYEE:** An employee working 40 hours per week, fifty-two weeks per year.

- j. GRIEVANCE: An expressed difference, dispute, or controversy between an employee and the appointing authority, with respect to circumstances or conditions of employment.
- k. IMMEDIATE FAMILY: Includes: mother, father, step-parents, foster parents, spouse, son, daughter, brother, sister, mother in-law, father in-law, sister in-law, brother in-law, stepchildren, foster children, grandparent, grandchild, son-in-law and daughter-in-law.
- l. LAYOFF: The involuntary, non-disciplinary separation of an employee from a position because of a reduction in forces or funds.
- m. LEAVE: An approved absence from work.
- n. NON-EXEMPT EMPLOYEE: A non-exempt employee is someone who is not exempt from the Fair Labor Standards Act (FLSA) and is entitled to overtime pay if they work more than a set number of hours, usually 40 per week.
- o. OVERTIME: Approved time worked by an employee in excess of forty hours for the week.
- p. PART TIME EMPLOYEE: An employee who works less than 40 hours per week fifty-two weeks per year either on a regular schedule or intermittent basis.
- q. POSITION: A group of specific duties, tasks, and responsibilities assigned by an appointing authority to be performed by one employee. A position may be part time or full time, temporary or regular, occupied or vacant.
- r. ORIENTATION PERIOD: That period of time (one hundred eight days from hire or reassignment) during which an appraisal of the new or reassigned employee's skills, aptitudes, and competence is made prior to appointment to a regular position.
- s. PROBATION PERIOD: A probationary period is a trial period of employment that allows an employer to evaluate a new hire's performance and competence for a role. It can also be used for existing employees, such as those who have been promoted or are having performance issues. Probationary periods are usually between one and six months long, but can vary depending on the circumstances.
- t. PROMOTION: The change of an employee from one classification/position to another having higher compensation.
- u. REGULAR EMPLOYEE: An employee who has successfully completed the orientation period.
- v. RETIREMENT: The City defines retirement as when employment terminates and the employee meets the requirements of retirement under the provisions of the Iowa Public Employees Retirement System.
- w. SAFETY-SENSITIVE EMPLOYEE: A safety-sensitive employee is an employee working in a position wherein an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meet the requirements of this paragraph.
- x. SUSPENSION: The temporary separation of an employee for disciplinary purposes.
- y. TEMPORARY EMPLOYEE: An employee who is hired for a specific period of time or work irregular hours, on an as-needed basis.
- z. TERMINATION: The separation of an employee from employment, to include: death, resignation, discharge, layoff, or retirement.
- aa. TRANSFER: The movement of an employee from one position to another without a change in compensation.

4. AT-WILL EMPLOYMENT

This Handbook is designed to provide access to the City's policies on a continuing basis. The policies in this Handbook are subject to change or elimination at any time at the City's discretion. Any changes, including additions and eliminations, to this Handbook will be provided to employees in an official, written notice. This Handbook is presented as a matter of information only; it is not intended to form a contract between the City and the employee. Since departments vary in their duties and responsibilities, not all policies and regulations can be covered in this Handbook. I understand that I may direct inquiries for additional information to my supervisor or the City Administrator.

The policies and procedures outlined in this Handbook are applicable to:

All employees responsible to the West Branch City Council.

All volunteers, where applicable.

All employees not directly responsible to the City Council and whose governing body has certified its applicability.

Whenever the provisions of this Handbook are in conflict with the Code of Iowa or City Code, the Code of Iowa or City Code will prevail.

Just as you retain the right to terminate your employment at any time for any reason, West Branch retains a similar right. No policy or practice of West Branch should be construed to change this relationship. Only the City Council, or appropriate governing board, has the right to modify or change this practice, and such action must be in writing.

This Handbook replaces all employee handbooks and amendments issued prior to **July 1, 2024**. Documents issued prior to this date should be discarded.

5. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the objective of the City to encourage employment and advancement of all individuals in a way that will utilize their talents to the maximum and develop their skills most effectively in a work and community environment that is free from discrimination.

The City has a policy to provide equal opportunity for all where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, sexual orientation, disability, gender identity, pregnancy, genetic information, or any other protected characteristic as established by law.

This policy of equal employment opportunity applies to all terms and conditions of employment, including, but not limited to recruitment and hiring, training, compensation, benefits, promotion, termination, and layoffs.

Claims of discrimination should be brought to the attention of the employee's supervisor (or a higher supervisor or the City Administrator if the immediate supervisor allegedly is involved). If a claim is made to a supervisor regarding discrimination, the supervisor shall immediately notify the City Administrator. Immediate action will be taken by the City to resolve all claims of discrimination.

Normally, a determination as to whether a claim of discrimination has merit will be made within five (5) days of filing the claim. Under usual circumstances, the investigation will be completed and a report issued within three (3) weeks of the filing of the claim. Efforts will be made to ensure the investigation and the report remain confidential.

Employees whose conduct constitutes a violation of this non-discrimination policy shall be disciplined up to and including discharge. The type of discipline will be determined on a case by case basis, contingent on the degree of the offense. Employment information, including discipline, shall remain confidential to the extent possible.

6. HARASSMENT

Illegal harassment is defined as offensive verbal, or physical conduct based on a person's race, color, religion, sex, age, national origin, sexual orientation, disability, gender identity, pregnancy, genetic information, or any other protected characteristic as established by law which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. It may also include unwelcome sexual advances, such as requests for sexual favors or other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made, either directly or indirectly, a term or condition of employment.
- b. Submission to or rejection of such conduct is used as a basis for employment-related decisions, such as promotion, performance evaluation, pay, discipline, work assignment, etc.
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

The City will not tolerate harassment in any form. Any employee who is experiencing or is observing harassment by anyone, including supervisors, department director, co-workers, City Council members or visitors to the workplace, should immediately report the harassment to his/her supervisor or the City Administrator. If a claim is made to a supervisor, the supervisor shall immediately notify the City Administrator. Immediate action will be taken by the City to resolve all claims of harassment.

Investigation of a complaint normally will include interviewing the parties involved and any named or apparent witnesses. All employees are expected to cooperate with an investigation. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint under this policy, participating in an investigation, or filing a complaint with a state or federal agency. Normally, a determination as to whether a claim of harassment has merit will be made within five (5) days of filing the claim. Under usual circumstances, the investigation will be completed and a report issued within three (3) weeks of the filing of the claim. Efforts will be made to ensure the investigation and the report remain confidential.

Employees whose conduct constitutes a violation of this anti-harassment policy shall be disciplined up to and including discharge. The type of discipline will be determined on a case by case basis, contingent on the degree of the offense. Employment information, including discipline, shall remain confidential to the extent possible.

Through this policy, the City is affirming its commitment to create a work environment for all employees that is free of any form of harassment.

7. ANTI-RETALIATION

Employees who make good faith claims of discrimination or harassment shall not be subjected to retaliation. Witnesses who, in good faith, participate in any investigation regarding discrimination or harassment, shall not be subjected to retaliation. Retaliation is punishing an employee by demoting them, terminating them, or changing their work conditions in a material way. The City shall not tolerate retaliation. Claims of retaliation should be brought to the attention of the employee's supervisor (or City Administrator if the immediate supervisor allegedly is involved). If a claim is made to a supervisor, the supervisor shall immediately notify the City Administrator. Immediate action will be taken to resolve all claims of retaliation.

Investigation of a complaint normally will include interviewing the parties involved and any named or apparent witnesses. All employees are expected to cooperate with an investigation. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint under this policy, participating in an investigation, or filing a complaint with a state or federal agency.

Any employee determined after investigation to have retaliated against another employee will be subject to appropriate disciplinary procedures depending upon the severity of the behavior, up to and including termination.

8. AMERICANS WITH DISABILITIES ACT

It is the City's policy to comply with the Americans with Disabilities Act Amendments Act. The Americans with Disabilities Act Amendments Act ("ADAAA") prohibits discrimination against qualified individuals on the basis of disability. The City will not discriminate against any qualified employee or job applicant with respect to any terms, privileges or conditions of employment because of that person's physical or mental disability or a perceived disability. In compliance with the ADAAA and the Iowa Civil Rights Act ("ICRA"), the City will consider reasonable accommodations that do not pose undue hardship to the City to enable qualified applicants or employees with disabilities to perform the essential functions of a position.

The employee or applicant claiming to have a disability and requesting an accommodation for that disability shall provide: 1) Documentation from their health care provider identifying the claimed disability and the claimed disability's impact on the employee's essential job functions (as defined by the employee's current job description or the position the employee is applying for). 2) A written statement of the means of accommodation that would enable the City employee or applicant to perform the essential functions of the job. The City and the employee or applicant shall meet to discuss the request and to engage in an interactive process regarding possible reasonable accommodations. If the employee or applicant rejects any alternate reasonable accommodation proposed by the City, they shall do so in writing and state the reason for any such rejection. Examples of potential reasonable accommodations include, but are not limited to temporary light duty, a modified work schedule, or temporary leaves of absence. Please contact the City Administrator with any questions or accommodation requests relative to this policy.

9. PREGNANCY WORKERS FAIRNESS ACT AND LACTATION POLICY

The City will provide reasonable accommodations to a qualified employee's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship. Employees seeking an accommodation shall notify the City Administrator of the known condition that the employee seeks an accommodation for. The employee shall then meet with the City Administrator to engage in an interactive process regarding possible reasonable accommodations. All accommodations shall be determined through the interactive process. Employees shall not be required to take leave, paid or unpaid, if another reasonable accommodation exists. The City will not discriminate against any qualified employee or job applicant with respect to any terms, privileges or conditions of employment because of that pregnancy, childbirth, or related medical condition.

For up to one year after birth of a child, any employee who is breastfeeding will be provided reasonable break times to express breast milk. Employees shall be provided a room that is private and shielded from view of others that is not a bathroom to express milk. Employees should contact their supervisor or the City Administrator to make arrangements for a space under this policy.

Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering. Breaks of more than 20 minutes in length will be unpaid, and recorded on timesheets where appropriate.

10. RELIGIOUS ACCOMMODATIONS

West Branch recognizes the diversity of the religious beliefs of its prospective employees and employees. A reasonable religious accommodation is any adjustment to the work environment that will allow an employee to practice their religious beliefs. Examples include not only to schedule changes or leave for religious observances, but also to such things as dress or grooming practices that an employee has for religious reasons. State and federal law requires employers to reasonably accommodate the religious practice of an employee or prospective employee, unless doing so would cause an undue hardship to the employer. All employees may request an accommodation when their religious beliefs cause a deviation from the City's policies through a request to the City Administrator. The City Administrator and the employee will then engage in an interactive process to determine if the City can provide a reasonable religious accommodation without an undue hardship to the City.

II. ORGANIZATION

The following department descriptions are provided for your general information and do not completely describe any department or position's responsibilities or essential job functions. Employees should contact their supervisor or the City Administrator for a complete job description including a list of essential job functions. As with all provisions of this Handbook, any of the descriptions below are subject to change by the City at any time.

1. MAYOR and CITY COUNCIL

The Mayor and City Council of West Branch are elected to staggered 4-year terms. The City Council provides the policy setting function for the City of West Branch. The Mayor does not have any policy setting authority pursuant to the City Code, however, the Mayor is responsible for appointing various officials, presiding over City Council meetings, and signing, vetoing, or taking no action on an ordinance, amendment, or resolution passed by the City Council.

The City Council meets the first and third Mondays of each month in the Council Chambers at 110 North Poplar Street.

2. ADMINISTRATION / CITY OFFICE

Central Administration includes the offices of City Administrator, Finance Officer/Treasurer, City Clerk and Utility Billing/Deputy Clerk. The City Administrator, Finance Officer/Treasurer and City Clerk are appointed by the City Council and implement policy decisions of the Council and enforce City ordinances.

3. PUBLIC WORKS

The West Branch Public Works Department performs daily operations and maintenance of the City's municipal cemetery, water and wastewater systems, city facilities, and infrastructure as well as street infrastructure. They are also responsible for water and wastewater compliance and operating reports as required by state law.

4. PARKS AND RECREATION

It is the goal of West Branch Parks and Recreation to provide affordable recreation opportunities to all members of the community. West Branch Parks and Recreation will plan, coordinate, administer, supervise and evaluate recreation programs and facilities including but not limited to adult/youth programs, sports, wellness, seniors and special events.

5. PUBLIC LIBRARY

The West Branch Public Library serves the information and entertainment needs of the community of West Branch. The library provides free access to all materials including books, music, magazines, and movies as well as free computer and Internet access. Services including copying, printing, and faxing are available, but cost a minimal fee to maintain the service. The library also has programs available for all ages throughout the year including story times for preschoolers, family movie nights, and summer reading programs for all ages.

6. POLICE

The West Branch Police Department strives to provide professional law enforcement services intended to positively impact the quality of life of West Branch citizens through commitment, education, and community partnership. The City of West Branch Police Department, working with the community, looks for innovative approaches to community problems. The West Branch

Police Department has the responsibility of preserving the peace, responding to law enforcement service requests, engaging in crime prevention, protecting lives and property within its jurisdiction, and other related responsibilities as required.

7. FIRE AND RESCUE

The West Branch Fire Department serves as the community's primary fire, rescue, first responder medical unit and Haz-Mat response team. The Fire Department is an all-volunteer department that serves the City of West Branch and the neighboring townships. They also have mutual aid agreements with local communities, both supporting and being able to receive support from in the event of additional emergency aid. The Fire Department also partners with Johnson County Ambulance Service for primary medical transport, but can call on other medical transports, including the University of Iowa's Air Care. The Fire Department meets regularly for training and functions under its own Constitution and By-laws.

III. EMPLOYMENT

1. JOB OPENINGS

Whenever a vacancy occurs for a regular, full-time or part-time job, the City will post the job opening on the city website and social media sites, at the City Office, and advertise the position in the West Branch Times for at least 10 days. Current employees may indicate their interest in being considered for the vacancy by submitting an application for the position in writing to the Supervisor/Department Director within the stated posting period. The Supervisor/Department Director will make their recommendation to the City Council on who is to fill the opening depending on the nature and responsibilities of the position. The City reserves the right to use other recruiting sources to fill open positions at their discretion.

2. VETERANS PREFERENCE

Any honorably discharged veteran, as defined by Iowa law, shall be entitled to preference in appointment and employment over other applicants of no greater qualifications.

3. EMPLOYEE STATUS

Regular Full Time – Regular full-time employment status is granted upon satisfactory completion of the orientation period. Regular full-time employees are regularly scheduled to work 40 hours per week, 52 weeks per year.

Regular Part Time – Regular part time employment status is granted upon satisfactory completion of the orientation period to an employee regularly scheduled to work less than 40 hours per week, 52 weeks per year.

Temporary – Employees who are hired for a specific period of time or work irregular hours on an as-needed basis. Temporary employees are not entitled to any benefits as described in this handbook, but are subject to the same work rules governing regular employees.

4. IMMIGRATION LAW COMPLIANCE

The City complies with the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990, and is committed to employing only United States citizens and aliens who are authorized to work in the United States. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9. Before commencing work, newly re-hired employees must also complete the form if the employee has not previously filed an I-9 with West Branch, if their previous I-9 is more than three years old, or is no longer valid. At the time the form is completed, employees must show the original copies of two forms of legal identification, such as driver's license, Social Security card, Birth Certificate, or an Immigration and Naturalization "green" card.

5. PHYSICAL EXAMINATION

All safety-sensitive employees shall be required to pass a physical examination given by a qualified physician designated by the City, or the prospective employee's physician at the employee's expense. Such physical examination shall occur after an offer of employment has been made to an individual. A final offer of employment will be contingent upon a satisfactory physical examination.

6. RESIGNATION

Employees shall present a written resignation at least two weeks prior to the effective date of the resignation.

7. PERSONNEL FILES AND DATA CHANGES

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the City, and access to the information they contain is restricted. Generally, only management personnel of the City who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the City Administrator or City Clerk. With reasonable advance written notice employees may review their own personnel file in the appropriate office and in the presence of an individual appointed by the City Council. The City may charge a reasonable fee for each page of a copy made by the City for the employee of an item contained in the employee's personnel file.

It is the responsibility of each employee to promptly notify the City Clerk of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, marital status, etc. should be accurate and current at all times.

8. ETHICS – CONFIDENTIALITY

The City strives to maintain a high standard of business ethics. To assure that these standards of conduct are not violated, the City requires all employees to conduct their business in an ethical and legal fashion. This includes avoiding any activity outside of employment with the City that would adversely affect the employee's performance on the job or involve a possible conflict of interest.

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee or for a relative as a result of City business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood. No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she disclose to the City Administrator, as soon as possible, the existence of any potential conflict of interest so that safeguards can be established to protect all parties. Employees may not receive any kickbacks, substantial gifts (defined as gifts greater than \$2.99 in value), or special consideration as a result of any transaction or business dealings involving the City.

An employee shall never engage in any employment, activity, or enterprise that is inconsistent, incompatible, or in conflict with duties as an employee; or with the duties, functions, and responsibilities of the City.

The City's policy concerning business conduct also covers the protection of confidential information. It is the employee's obligation to keep such knowledge and information in strict confidence. Violation of this requirement of confidentiality is a serious matter and will result in disciplinary action.

9. DRUG AND ALCOHOL POLICY

The City is committed to ensuring that its employees work in a safe, drug-free environment. It is well recognized that individuals who use illicit drugs or use alcohol are more likely to have workplace accidents and perform their work in an inefficient and substandard manner.

To effectuate this commitment, the City has determined that it must take the necessary steps to ensure that City employees are free from the influence of drugs and/or alcohol while performing their duties. The City has developed the following Drug and Alcohol Testing Policy which covers all City employees not otherwise affected by state or federal drug testing laws. This policy is applicable to all applicants for city positions, all current employees at any time they are actually performing, preparing to perform, or immediately available to perform any paid function as designated by the City.

All employees in positions requiring Commercial Drivers Licenses (CDL) are subject to the federal and state laws requiring drug and alcohol testing, and those laws supersede the provisions of this policy. The City's DOT Drug and Alcohol Policy is attached to this Handbook as Appendix B. The Federal Transit Administration has adopted drug and alcohol testing procedures covering safety-sensitive employees engaged in mass transit and those laws also supersede the provisions of this policy.

DEFINITIONS:

- A. **Safety-Sensitive Employee:** A safety-sensitive employee is an employee working in a position wherein an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meet the requirements of this paragraph. However, the City reserves the right to add or remove positions from its list of safety-sensitive positions at any time. This includes part-time safety-sensitive employees.
- B. **Reasonable Suspicion Drug and Alcohol Test:** Drug or alcohol tests based upon evidence that an employee is using or has used alcohol or other drugs in violation of this written policy. Evidence in support of such a violation is drawn from specific objectives, articulable facts, and reasonable inferences drawn from those facts in light of training and experience. For the purposes of this paragraph, facts and inferences may be based upon, but are not limited to, any of the following:
 - 1. Observations while at work, such as direct observation of alcohol or drug use or abuse, or physical symptoms or manifestations of being impaired due to alcohol or drug use as described in the educational materials provided to employees.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - 3. A credible source's report of alcohol use or the use of drugs. The City Administrator will have the final determination of who is a credible source.

4. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.
 5. Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88 of the Iowa Code, or an accident that resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed One Thousand Dollars (\$1,000.00).
 6. Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the employer's premises, or while operating the employer's vehicle, machinery, or equipment.
 7. The employee's statement or admissions of drug use while he or she is a City employee.
- C. Positive Test: An employee tests positive for drugs if any trace of an illegal substance is detected following a drug test. An employee tests positive for alcohol if he or she has a blood alcohol concentration equal to 0.04 or greater.
- D. Illegal Drugs/Substances: Any substance that is illegal by law has not been legally obtained, or which cannot be legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taken according to the prescription.
- E. City Official: Elected officers of the City including the Mayor and City Council members.

POLICY STATEMENT/PROCEDURES:

A. Prohibited Activity:

1. No employee shall illegally use, sell, transfer, purchase, or possess drugs, alcohol, controlled substances, or drug paraphernalia, or any combination thereof while in a City facility, vehicle, vessel, or aircraft or while performing City business, including business conducted in the employee's own home.
2. No employee shall report for work while under the influence of illegal drugs or alcohol. Furthermore, no employee shall report to work within four (4) hours of consuming alcohol even if the employee does not believe he or she is under the influence of alcohol during that time.
3. No employee shall use illegal drugs or consume alcohol while at work.
4. No employee shall use prescription drugs unless: (1) a doctor has prescribed the medication to the employee; and (2) the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform the essential duties of his or her job without endangering the public's, coworkers', or the employee's safety.
 - a. Any employee using properly prescribed drugs that may impair the employee or affect the employee's job performance shall notify his or her immediate supervisor about the use of the drug. A drug may impair an employee or affect an employee's job performance if it may cause the employee dizziness or drowsiness or the employee or the employee's doctor believe the drug will impair the employee or affect the employee's job performance in some way.
 - b. If an employee is using a prescription drug and his or her doctor has advised him or her that the drug may adversely affect the

employee's ability to perform the essential duties of his or her job, the employee shall advise his or her supervisor of the adverse effects and the prescribed period of use.

c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the medical file of the employee maintained by City Administrator, Finance Officer/Treasurer or City Clerk. See subsection G for information regarding the storage of drug test results and other medical information.

d. Any employee using properly prescribed prescription drugs must carry the medication in its original container and the container must be labeled with the employee's name, employee's doctor, dosage, and the name of the drug prescribed.

5. Any employee who unintentionally ingests or is made to ingest a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

B. Notification:

1. The City will notify applicants of this drug and alcohol testing policy at the time of his or her first interview.
2. The City will provide all employees with drug and alcohol education, including the effects of drugs and alcohol, signs and symptoms of drug and alcohol use, assistance available for those abusing drugs and alcohol, drugs and alcohol to be tested, and drug and alcohol testing requirements.
3. All drug testing results and other confidential information will be kept confidential.
4. Each employee and applicant will sign a form acknowledging receipt of these materials.

C. Prospective Employee Drug Testing:

1. All prospective, safety-sensitive employees who have been extended a conditional offer of employment with the City shall be informed that a condition of employment includes passing a drug test as part of the pre-employment process.
2. If a prospective, safety-sensitive employee refuse to take a pre-employment drug test when scheduled or tests positive for a substance, that employee is ineligible for City employment for one (1) calendar year from the date of the drug test.
3. If an employee is transferred to a safety-sensitive position, drug and alcohol testing under this policy is a condition of the transfer.
4. For part-time prospective employees, if the prospective employee is covered under another Law Enforcement Agency's drug test policy, the prospective employee may bring proof that he or she is covered under the other policy and the City Administrator may waive the requirement that the prospective employee be drug tested.

D. Employee Drug Testing:

1. Random Testing

a. Because of the safety-sensitive nature of their employment, employees with safety-sensitive job duties may be required to take a drug test as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

- i. The City may conduct random drug and alcohol testing on safety-sensitive employees who are not covered by another drug/alcohol testing policy mandated by the state or federal government without individualized suspicion.
- ii. The selection of employees to be tested from the pool of employee's subject to testing shall be done based on a computerized randomly generated selection process administered by a third-party, in which each member of the employee pool has an equal chance of selection.
- iii. All random drug testing will be uniform and unannounced.
- iv. For part-time employees covered under another Law Enforcement Agency's drug testing policy, those employees may bring proof that they are covered under the other policy to the City Administrator who may then waive the requirement that the employee be drug tested. The City Administrator shall keep a copy of the policy in the employee's personnel file and if at any time the employee is no longer subject to drug testing, he or she shall notify the City Administrator immediately.

2. Post-Accident Testing

a. After an accident, testing shall be conducted on employees whose performance could have contributed to the accident if (1) it is required by state or federal law; or (2) reasonable suspicion exists.

3. Reasonable Suspicion Testing

a. When any supervisor, or City Official has reasonable suspicion that a City employee is under the influence of drugs or alcohol while on duty, or otherwise violating the terms of this policy, that supervisor, manager, or official shall require reasonable suspicion testing.

b. If reasonable suspicion testing is required, the employee will not be permitted to drive to or from the testing or while at work until the test is returned, and then, only if the test produces negative results. The City will provide transportation to/from the testing at the City's expense if necessary.

E. Drug Testing Procedures:

1. Drug and alcohol testing shall require the employee to present a reliable form of photo identification to the person collecting the sample.
2. Drug testing will be conducted at a location designated by the City.
3. The City will designate the type of testing to be performed on the sample collected.
4. Drug and alcohol testing shall normally occur during or immediately before working hours begin or immediately after working hours. The time required

for such testing shall be considered work time for the purpose of compensation and benefits.

5. A specimen testing positive will undergo an additional test to confirm the initial result.
6. The drug screening tests selected shall be capable of identifying every major drug likely to be abused including, but not limited to, marijuana, cocaine, heroin, amphetamine, and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in the collection process.
7. Any employee who breaches the confidentiality of testing information shall be subject to discipline.
8. The City shall pay all testing costs for pre-employment, reasonable suspicion, regularly scheduled, or follow-up drug or alcohol testing ordered by the City.
9. In conducting drug or alcohol testing pursuant to this policy, the laboratory, the Medical Review Officer, and the City shall ensure, to the extent feasible, that the testing records maintained by the City show only such information required to confirm or rule out the presence of prohibited alcohol or drugs in the body.

F. Post-Testing Procedures:

1. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. The employee may request a copy of the memorandum be placed in the employee's medical file.
2. An employee who has a positive drug or alcohol test, either from random testing or reasonable suspicion testing, shall be subject to disciplinary action up to and including discharge.
3. If the employee is permitted to return to work, the employee may be required to submit to evaluation by a Substance Abuse Professional and undergo treatment recommended by the Substance Abuse Professional prior to returning to work. If the employee successfully completes the treatment, no further disciplinary action will be taken against the employee. If the employee refuses to submit to the evaluation or fails to successfully complete treatment, the employee will be subject to further discipline up to and including discharge.
4. If the Substance Abuse Professional determines that the employee has a drug or alcohol related problem the employee will be required to do follow-up testing upon the employee's return to work. All follow-up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

G. Drug Test Results:

1. All records pertaining to required drug tests shall remain confidential and shall not be provided to other employees or agencies, with the exception of the City Administrator, Finance Officer/Treasurer or City Clerk, without the written permission of the person whose records are sought. The City Administrator, Finance Officer/Treasurer or City Clerk shall have access to the records for purposes of employment decisions. Computerized record keeping shall comply with this provision of the policy.
2. Drug test results and records shall be stored and securely retained for an indefinite period in an employee medical file maintained by the City Administrator, Finance Officer/Treasurer or City Clerk.

H. Responsibility:

1. It shall be the responsibility of the City Administrator to enforce this policy. Employees are expected to report any suspicious behavior or suspected drug abuse of an employee.
2. It is the responsibility of each employee to abide by the procedures as outlined. Any employee refusing to submit to a drug test request made under this policy will be subject to discipline up to and including discharge.

10. DRESS CODE POLICY

The City's dress code policy aims to define how employees should dress at work and ensure a consistent and professional appearance for employees. As employees represent the organization, how we dress shapes the impression of our City and our culture.

This policy applies to all City employees.

- Office employees are expected to wear business casual attire, unless specific tasks require a different dress code.
- All employees are expected to be well-groomed and wear clean clothing without any visible signs of wear, such as holes or tears.
- Employees should wear clothes suitable for their work environment.
- Religious or ethnic grooming styles are respected and not restricted.
- Clothes that are overly revealing, offensive, or inappropriate are not allowed.
- Safety-sensitive employees must wear appropriate protective gear/attire required by safety rules, regulations, and as directed by their supervisor.

Disciplinary consequences

- If an employee doesn't follow the dress code, supervisors will inform the employee.
- Employees who violate the dress code will be expected to comply with the dress code immediately. Should the employee be sent home to change, the employee will not be compensated for his/her time away from work.
- Repeated violations may lead to disciplinary action, ranging from warnings to termination of employment.

11. TRAVEL EXPENSE REIMBURSEMENT

Employee will be reimbursed for reasonable, customary, and necessary expenses incurred in connection with City business. In appropriate cases, reimbursable expenses will include food, lodging and travel expenses. Under no circumstances will alcoholic beverages or tips be reimbursable. Meal reimbursement shall not exceed forty (\$40) dollars per day.

Request for reimbursement must include receipts and shall be submitted to the Finance Officer on an expense form, signed by the employee and approved by the Supervisor. Payment will be made to the employee by check issued after approval by the City Council.

All travel outside the City must be approved in advance by the Supervisor/Department Director and/or City Administrator. If a private vehicle is used for the purposes of City business or to attend out-of-town training, the employee will be reimbursed for mileage at a rate established and modified from time to time by the IRS standard mileage reimbursement rate.

12. INCLEMENT WEATHER

In the event of inclement weather, employees who choose not to report to work shall be required to provide notice to their immediate supervisor prior to the start of their scheduled shift and shall be required to use vacation time for work missed.

13. WORKING HOURS

A normal work schedule for regular, full-time employees consists of 40 hours each work week. Different work schedules may be established by the City to meet specific job assignments and provide necessary City services. Each employee will be advised of his or her work schedule. The work week is defined as starting on Monday at 12:00 a.m. and ending Sunday at 11:59 p.m.

14. ATTENDANCE

The City relies on you to report to work regularly and on time. If you are going to be late or absent, you must contact your Supervisor immediately. If you have to leave early, you must obtain approval from your Supervisor/Department Director. Your Supervisor/Department Director may require that you make up any lost work time.

The City will take disciplinary action, up to and including discharge, where attendance and punctuality is unacceptable. This policy shall not be construed to conflict with the American with Disabilities Act, the Family and Medical Leave Act, the Iowa Civil Rights Act, and other applicable federal and state laws.

15. COMPENSATION

Employees shall be paid according to the City's current pay scale for the position. The West Branch City Council or appropriate governing board may elect to grant a cost of living allowance (COLA) for all employees on an annual basis. In addition, proficiency pay increases may be provided to employees who show exemplary qualities. A proficiency pay base shall be established by the City Council or appropriate governing board.

Public works employees shall earn a pay increase of \$.75 per hour for Grade I water treatment, distribution, and sewer certifications. All certifications must be completed within four years of hire date

Public works employees shall earn a pay increase of \$.75 per hour for Grade II water treatment, distribution, and sewer certifications. Such certifications are optional for non-water/sewer positions.

Public works employees shall earn an increase of \$1.00 per hour for Grade III water treatment, distribution, and sewer certifications. Grade III certifications are optional for all.

City Clerks and Finance Directors shall earn a pay increase of \$.50 per hour for each year of Iowa Municipal Institute and Academy (Clerk School) attended to earn Certified Municipal Clerk (CMC) designation.

City Clerks and Finance Directors shall earn a pay increase of \$.75 per hour for completion of the Iowa Certified Municipal Clerk certification. Certification must be completed within four years of hire.

City Clerks and Finance Directors shall earn an increase of \$.75 per hour upon completion of Iowa Certified Municipal Finance Officer certification. Certification must be completed within six years of hire.

Parks and Receptions Directors shall earn a pay increase of \$1.00 per hour upon completion of Certified Park and Recreational Professional certification. Certification must be completed within four years of hire.

Pay increases go into effect on the first payroll after obtaining certification.

16. PAY PERIODS

All employees shall be paid bi-weekly. Employees are required to have payroll funds deposited via ACH into a bank account of their choice. **Paystubs will be emailed to the employee's personal email account.**

17. CALL BACK & COURT

All employees are subject to Call Back emergencies as needed by the City to provide necessary services to the public. Employees attending court proceedings on behalf of the City and employees on Call Back will be paid for actual hours worked (minimum of two hours) at their appropriate rate of pay for hours worked, or overtime rate if applicable.

18. WEEKEND DUTIES

Public Works Department employees are scheduled for rotating weekend duties, including recording water and waste water usage, and responding to emergency calls involving city services. Employees will be paid a minimum of two (2) hours at their appropriate rate of pay for hours worked, or overtime rate if applicable.

19. TIME RECORDS

Employees shall provide an accurate record their work time on a daily basis. **Timesheets are to be completed and signed by the employee and submitted to their Supervisor in a timely manner. Falsifying timesheets is subject to discipline up to and including termination.**

20. TRAINING

The City shall reimburse employees for pre-approved, work related training and tuition expenses. Appropriate documentation is required. Employees shall be trained annually on harassment, discrimination, and retaliation and policy/handbook updates in addition to any OSHA-required trainings for their specific positions.

21. OVERTIME (NON-EXEMPT EMPLOYEES ONLY)

Periodically, overtime work is necessary to maintain city operations. Overtime pay shall be earned by all non-exempt employees working over forty (40) hours in a work week. Employees are not entitled to compensatory time for overtime worked. All overtime must be approved by the Supervisor/Department Director and/or City Administrator and will be paid in the applicable pay period. If an employee fails to obtain approval prior to working overtime he or she shall be subject to discipline up to and including termination.

For the purposes of calculating overtime, holidays shall be counted as hours worked.

Those employees required to work on a holiday shall be paid time and one half for all hours worked on a holiday.

(As an example, if an employee works 8 hours on Christmas, that employee shall receive 8 hours of holiday pay and 8 hours of time and a half for hours worked.)

22. FLEX TIME (EXEMPT EMPLOYEES ONLY)

Flex Time is only for Exempt Employees. Exempt employees are expected to work whatever hours are necessary in order to meet the performance expectations outlined by the City Administrator. To meet these expectations, an exempt employee may need to work 40 or more hours per week. Exempt employees do not receive extra pay for hours worked over 40 in one work week.

Exempt employees are paid on a salary basis. This means that they receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of the work performed. Additionally, exempt employees receive their full weekly salary for any week in which work is performed.

Exempt employees must be considered to be a Department Director/Supervisor or in some form of management. Exempt employees are allowed to flex their hours during a pay period, but will not be able to flex hours that would be used in future pay periods. Instead, the only hours allowed to be earned and used in different pay periods are banked Flex Time. In order to gain banked Flex Time, the employee must request to do so prior to accruing the Flex Time and receive approval from the City Administrator.

Flex Time will be granted for extra ordinary, or unforeseen operational demands that occur for reasons outside of the Supervisor/Department Director's control. Examples of such events could be, but are not limited to: covering duties for unforeseen employee departures, major workload increases for reasons unforeseen, major weather events or emergency management crisis, and/or other high-profile events that require an exorbitant number of hours to respond.

Flex Time cannot exceed eighty (80) hours annually. Employees are encouraged to use banked hours in times of slowdowns of operations. Banked Flex Time cannot be rolled from one fiscal year to the next. If they are not used, they will be lost. These hours have no cash value.

23. CONFLICT RESOLUTION PROCEDURE

It is the policy of the City to treat all employees equitably and fairly in matters affecting their employment. Each employee will be provided ample opportunity to understand and resolve matters affecting his/her employment which the employee believes are unjust. The complaint procedure established in this policy shall be available to all regular city employees not covered by a collective bargaining agreement and who have completed their initial orientation period with the city. Employees shall have the right to present complaints without fear of reprisal.

Note, complaints involving discrimination, harassment or retaliation shall be handled under those provisions of this handbook or under any procedures offered under state and federal law. Any other complaint of an employee shall be handled in accordance with the following procedure:

Step 1. If comfortable doing so, employees are encouraged to express their objection to behaviors to the person engaged in the behavior.

Step 2. If an employee is uncomfortable discussing his or her complaint directly with the person engaged in the behavior, or if that is unsuccessful, the employee shall discuss any alleged violation with her/his immediate supervisor. The employee should discuss his or her complaint with the employee's immediate supervisor within seven days of the date of the incident. The

immediate supervisor shall respond to the employee in writing no later than seven days after the initial discussion. Every effort should be made to resolve the complaint at Step 1.

Step 3. If the Step 2 response fails to resolve the matter, the aggrieved employee may present the complaint in writing to the City Administrator within seven days following receipt of the Step 2 response. The employee should include the complaint, the date of the complaint, suggestions on ways to resolve the complaint, and a copy of the supervisor's Step 1 response in the employee's submission to the City Administrator. Within seven calendar days following receipt of the complaint, the City Administrator will issue a written decision. The City Administrator's decision shall be final and binding.

24. FAILURE TO APPEAL

If a complaint is not presented within any of the time limits specified in this complaint procedure, the employee's complaint shall be waived and the employer's last answer shall be final and binding.

25. DISCIPLINE

If your performance, work habits, attitude or demeanor are deemed to be unsatisfactory in the judgment of the City, based on violations of the City of West Branch policies, rules, procedures or expectations, you will be subject to disciplinary action, up to and including termination. Certain offenses, depending upon the nature and circumstances of each situation, may be corrected using progressive discipline. Situations that the City believes will respond to corrective discipline may be handled as follows:

1. **Counseling:** The Supervisor/Department Director or the City Administrator may give the employee a verbal warning.
2. **Written warning:** If the unsatisfactory conduct continues, the Supervisor/Department Director or City Administrator may issue a written warning.
3. **Suspension:** If sufficient improvement has not been made, or if the conduct continues, the employee may be suspended with or without pay.
4. **Termination:** If the conduct continues, the City may terminate the employment of the employee.

The City may escalate the progressive discipline policy depending on the nature of the employee's violating conduct. The City will retain all documentation regarding employee discipline in the employee's personnel file.

26. GROUNDS FOR DISCIPLINARY ACTION

Each of the following work-related infractions may be just cause for disciplinary action, up to and including dismissal. This list is provided as general guidance for employees and is not intended to provide a complete list of all violations an employee could commit.

1. Violating City policies related to discrimination, harassment, and retaliation.

2. Violating any of the policies provided in this Handbook or any policies as provided by the City or city departments.
3. Insubordination.
4. Destruction or loss of city property, including abuse of tools, equipment and/or clothing allotments.
5. Absence from duty without permission, proper notice, or satisfactory reason or failure to return from an approved leave of absence.
6. Dishonesty; stealing; and other criminal acts, including, but not limited to, misuse of city time, supplies, vehicles, computers, and other technology.
7. Possession of any type of firearms, explosives, or concealed weapons (without specific authority) while on city property or during working hours. Possession includes, but is not limited to, on your person, in any locker, desk, or other storage receptacle on city property, or in your vehicle if parked on city property.
8. Conviction of a crime involving moral turpitude, casting doubt on the individual's ability to perform his/her city job effectively.
9. Incompetence, ineffectiveness, inefficiency or wastefulness in the performance of assigned duties.
10. Disregard for safety policies, procedures, reporting requirements, and/or proper use of safety equipment.
11. Horseplay, loafing, or lackadaisical job performance of job assignment or disturbing others at work.
12. An attendance record which demonstrates a consistent or continual lack of availability for work to the extent that ineffectiveness or inefficiency of services results. This includes, but is not limited to, frequent tardiness, absenteeism, and leaving work early without just cause.
13. Threat or physical assault on another individual while on city property or during working time.
14. Failure to cooperate, impeding, or obstructing any inquiry or investigation conducted by a representative of the city. "Obstructing" includes, but is not limited to, threatening, intimidating, or coercing other individuals who may be contacted by a representative of the city, and discouraging other individuals who may be contacted by a representative of the city from responding to or cooperating with the City. "Failing to cooperate" includes, but is not limited to, failing to provide information, documents, or materials requested by a representative of the City, and providing information, documents, or materials to a representative of the City which are dishonest, misleading, inaccurate, or incomplete.
15. Working unauthorized hours or violations in work hours, rest periods, or lunch periods.
16. Attending to personal affairs during working hours.
17. Tobacco and/or nicotine use.
18. Altering another employee's timecard, including punching in or out for that employee if applicable, or asking another employee to alter your timecard for you.
19. Gambling on the premises or while on working time.
20. Sleeping or giving the impression of sleeping during working hours.
21. Making untruthful or malicious statements about other employees.
22. Discourteous treatment of any kind to members of the public.
23. Violating any of the policies in this handbook.

The Supervisor/Department Director or City Administrator may elect to place an employee on investigative leave before making any determination of corrective or disciplinary action.

27. REQUESTS FOR LEGAL WORK

Any request for legal advice from the City Attorney should be forwarded to the City Administrator or Mayor prior to the request, unless otherwise approved.

28. PERFORMANCE EVALUATIONS

Frequency of Evaluations: Employees shall be evaluated by the employee's supervisor at least annually, and at such other times as deemed appropriate by the Supervisor/Department Director. Supervisors should strive to have quarterly discussions with their staff to provide feedback. Additionally, Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal day-to-day basis.

Each year, Supervisor's/Department Director's will make a recommendation regarding wage increases based on the employee's performance in the prior year.

Evaluation Conference: A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee.

Response: All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

All evaluation records shall be kept confidential.

29. INFORMATION TECHNOLOGY AND TELEPHONE/CELL PHONE USAGE

Information Technology is defined as computers, computer files, wireless internet, mobile devices (including cell phones and tablets) and software furnished to employees that are West Branch property and intended for City-related use. The content of all communications created or disseminated using any City information technology is the property of City and shall comply with all policies. Employees should not access files or retrieve any stored information or communications without authorization. Employees should access those files only as necessary for the performance of their duties. Employees shall not download any software to City technology without receiving prior approval from their supervisor. Employees shall not use information technology in a manner that inhibits the efficiency of the network, computer system, or other information technology used by the City. Employees using City information technology shall not attempt to exceed the access rights granted by the City.

Sharing user identification, passwords, or other personally identifiable information for any City information technology is prohibited, unless directed by an employee's immediate supervisor or the City Administrator for legitimate business reasons. Employee passwords shall be changed at a minimum every ninety (90) days. All employee passwords shall include upper- and lower-case letters, numbers, and special characters.

The City prohibits the use of information technology in ways that are disruptive, offensive to others, or harmful to others. Sending, transmitting, storing or accessing offensive, derogatory, defamatory, discriminatory, harassing, pornographic or illegal content on West Branch's information technology is prohibited. Employees have no reasonable expectation of privacy with regard to information technology owned by the City and used during working hours.

Information technology is provided to employees for performing City business. The City reserves the right, in its sole discretion to block access to offensive, malicious, and non-business-related web content or websites. However, employees may use City information technology for personal purposes such as e-mail, internet surfing, or using personal devices on wireless internet where available to employees, only if it is of reasonable duration and frequency; does not interfere with the performance of City business and the employee's work and job duties; does not cost the City any additional expense; it is not related to any illegal, discriminatory, offensive, derogatory, defamatory, pornographic, or harassing behavior or business; would not cause the City public embarrassment and does not compromise the City security or confidential information. Employees shall not use City information technology for fund raising or other non-City related marketing matters. The City reserves the right, in its sole discretion, to define what is a reasonable or permissible personal use.

Employees that are provided information technology for use in their jobs shall take the utmost care to ensure that the information technology is secure and properly cared for. This includes, but is not limited to taking action to prevent the theft of or damage to information technology. All employees shall sign an acknowledgment upon receipt of any information technology and shall identify any present damage to or flaws with the information technology on that acknowledgement. If an employee's recklessness causes information technology to be stolen or damaged or an employee intentionally damages or allows information technology to be stolen, the City shall take all action available to it under the law.

To assure effective telephone communications with callers to the City, employees should always identify themselves to the caller and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

Personal use of office telephones for long distance or toll calls is prohibited. Employees may use City office telephones or their own private cellular telephones during work hours to make personal calls of a reasonable duration and frequency; when they do not interfere with the performance of City business; if it is not related to any illegal, discriminatory or harassing behavior or business; if it would not cause the City public embarrassment and does not compromise the City security or confidential information. Families and friends should be encouraged to call employees only when urgent or necessary; and such calls must be kept to a minimum. Employees are requested to make personal calls, when necessary, during their breaks or meal periods. The City reserves the right, in its sole discretion, to define what is a reasonable or permissible personal use. If an employee's cell phone use is unreasonable in frequency or duration or violates this policy in another manner the City may discipline the employee up to and including termination.

30. SOCIAL MEDIA POLICY

DEFINITIONS:

- Posting: any writing, image, video, download, audio file, and hyperlink to other websites, or media which is downloaded, referenced, inserted, or placed upon any City of West Branch social media site.
- Social media or site: includes, but is not limited to, electronic communication through which users create online communities to share information, ideas, personal messages, photographs, videos, and other content. Examples of the types of social networking sites covered by this policy include, but are not limited to: blogs, LinkedIn, Facebook, Google+, Twitter, YouTube, Instagram, Pinterest, Snapchat, YikYak, photo and video sharing sites, micro-blogging, podcasts, wikis, news sites, as well as viewable comments posted on Internet sites. This policy is not meant to address only certain forms of social media, but rather social media in general as advances in technology will occur and new tools will emerge that are also expected to be used in accordance with this policy.

All City employees are expected to use City computers, tablets, mobile phones, computer applications and programs, internet resources and network communications in a responsible, professional, ethical, and lawful manner always. This includes use of all social media utilizing these devices. Employees should be aware that all content, including social media, on these devices is not private and the employer could access any information saved to, accessed by, created on, transmitted on, downloaded to, exchanged over, or discussed on these devices, including social media, at any time. Consequently, employees have no reasonable expectation of privacy when engaging in these activities and employees should use common sense in all communications, particularly on a website or social networking site accessible to anyone.

In addition, employees are expected to follow all other City policies with regard to their use of social media. Any employee who violates this policy may be subject to disciplinary action up to and including termination.

PROCEDURES:

The procedures for using Social Media are presented in two categories: (1) City sponsored sites used to provide citizens with official, accurate, and unbiased information, and (2) procedures governing employees' conduct while on social media sites.

1. City-Sponsored Sites:

- A. The City's social media are limited public forums, with the exception of its YouTube page. The sites are not an editorial page or blog for visitors and they are subject to the commenting restrictions listed below in this policy. The City does not intend by its social media sites to create or allow the creation of an unlimited public forum for the public to post comments of any kind.
- B. The City's YouTube page is administered to provide coverage of Council Meetings to citizens. It is provided as an informational resource, not a place or forum for anyone, including the City, to comment. The City's YouTube page has never been opened up

- to allow for public comments on the YouTube page, and instead citizens are encouraged to use the Council Meetings to provide public comment.
- C. The establishment and use by any City department of City social media sites are subject to approval by the City Administrator. At the time such site is approved, the City Administrator must determine who will be responsible for developing this site including establishing an administrative profile, designating who will have authority for speaking on behalf of the City, and who will keep the site up to date, including answering questions in a timely manner.
 - D. City social media accounts will only become affiliated with (i.e., “like,” “follow,” etc.) another social media page if it is related to official City business, services, and events. The City Administrator shall have the final determination if another social media page is related to official City business, services, and events.
 - E. Wherever possible, City social media sites should link back to the official City website for forms, documents, online services, and other information necessary to conduct business with the City.
 - F. The City Administrator or his/her designee will monitor the City’s social media accounts to ensure that the social media sites further the City’s policies, interests, and goals.

Comments containing any of the following inappropriate forms of content will not be allowed on the City’s social media sites and are subject to removal by the City:

- Comments unrelated to the original topic;
 - Comments that are obscene, vulgar, or profane;
 - Content that promotes, fosters or perpetuates discrimination of any protected class under local, state, or federal law;
 - Defamatory or personal attacks;
 - Threats to any person or organization;
 - Comments in support of, or in opposition to, any political campaigns or ballot measures;
 - Solicitation of commerce, including but not limited to advertising of any business or product for sale;
 - Conduct in violation of any federal, state or local law;
 - Encouragement of illegal activity;
 - Information that may tend to compromise the safety or security of the public or public systems; or
 - Content that violates a legal ownership interest, such as a copyright.
 - Comments that are threatening in nature will be forwarded as appropriate to law enforcement.
- G. The City reserves the right to restrict or remove any content that is deemed in violation of City policy, including this policy, or applicable law. Any content removed based on these guidelines must be retained by the City Administrator or his/her designee for a minimum of 90 days, including the time, date, and identity of the poster, when available.
 - H. Comments posted by the public on the City’s social media site express the opinions of the commentators or posters. Such comments do not necessarily reflect the opinions

or policies of the City, and the publication of such comments does not imply endorsement or agreement by the City.

- I. The City is not responsible for and has no control over the accuracy, subject matter, content, information or graphics when viewing links attached to its social media sites. The City also does not endorse any organizations sponsoring linked websites or the views or products they offer.
- J. The City is not liable for the content of postings by individuals employed by the City or third parties not affiliated with the City on any City social media sites.
- K. The City reserves the right to deny access to its social media site for any individual who violates the City's policies or the law, at any time and without prior notice. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable local, state or federal law.
- L. The City's website at <http://www.westbranchiowa.org/> will remain the City's primary and predominant Internet presence.
- M. Employees representing the City via social media accounts must conduct themselves at all times as representatives of the City and must identify themselves as representatives of the City when doing so. Employees that fail to identify themselves and/or conduct themselves in an appropriate manner shall be subject to discipline up to and including dismissal.

2. Employees' Personal Use of Social Media:

- A. Employees should limit their use of social media during working hours or on equipment provided by the City unless such use is work-related or authorized by a supervisor. Employees shall not use City-provided e-mail addresses to register on social networks, blogs or other websites for personal use. Employees should note that this provision is not meant to prohibit employees from engaging in concerted protected activity where prohibited by law.
- B. Employees may not, unless expressly authorized in writing, make statements on behalf of the City on the employee's social media accounts. If an employee wishes to make a work-related statement on his/her social media, the employee should consider including a disclaimer indicating that the opinions are the employee's personal opinions not the opinion of the City.
- C. Employees shall not use City-provided email accounts to sign up for or access social media unless expressly authorized to do so by the employee's supervisor.
- D. Employees shall have no expectation of privacy if they access their social media using City e-mail, City networks, City servers, City devices, and/or any other City resources when accessing social media.
- E. Employees shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment with the City unless expressly authorized. In addition, employees are expected to respect the privacy of their co-workers and citizens and must take steps to protect the privacy and confidentiality of others.
- F. Employees are not to use the City's intellectual property such as trademarks, logos, letterhead, *etc.* when posting on social media or in any other actions, unless expressly authorized in writing. This includes posting pictures of yourself or others wearing City uniforms or other apparel bearing the City's name or logo.
- G. Employees are not allowed to use photographs or other depictions related to City business, including as discussed in the paragraph above, unless expressly authorized in

- writing. This includes, but is not limited to posting, transmitting, and/or disseminating any photographs or videos of City training, activities, or work-related assignments.
- H. Employees shall not post material that is abusive, obscene, libelous, threatening, profane or otherwise inappropriate about the City, its employees, or citizens.
 - I. Employees shall not post material that may be construed to be discriminatory, harassing, or retaliatory under local, state, or federal law about the City, its employees, or citizens.
 - J. Nothing in this policy is intended to infringe upon any employee's legitimate First Amendment rights and employees are free to express themselves as private citizens on social media sites. The intent of this policy is to prevent employees from engaging in unlawful speech, improperly impairing the working relationships of this City, impeding the performance of City duties and/or negatively affecting the public perception of the City. As public employees, employees are cautioned that speech made pursuant to an employee's official duties is not protected speech under the First Amendment and may form the basis for discipline.

The City of West Branch's social media sites may be considered public records under Iowa Public Records laws. If requested, the City may be compelled to disclose public records to third party requestors. The City in its sole discretion shall determine whether postings on its social media websites are public records and whether exemptions from disclosure apply.

31. VEHICLE USE

City vehicles may be available for use by employees for city business only. Non-City employees shall not be transported in City vehicles without the express permission of an employee's supervisor or the City Administrator.

A qualified non-personal use vehicle is a vehicle that an employee is not likely to use more than a minimal amount for personal purposes because of its design. The IRS regulations determine what is a qualified non-personal use vehicle.

Clearly marked police vehicles are qualified non-personal use vehicles if the employees using the vehicles are required to use the vehicles for commuting and are on-call at all times. A police vehicle is clearly marked if painted insignia or works make it readily apparent as a police vehicle. West Branch police officers may be permitted to take home their police vehicle provided the following occur: (1) the officer lives within an eight (8) mile radius of the City limits; if the officer lives beyond an eight (8) mile radius of the City limits he or she must leave his or her car at the City limits and drive his or her personal car home; and (2) the officer does not use the vehicle for any other personal use other than commuting to and from work.

Employees shall promptly and accurately complete all records required by the employer to substantiate both business and personal use of City vehicles to meet Internal Revenue Service requirements. The City shall report an employee's personal use of a City vehicle as taxable income to the employee as required by the Internal Revenue Service.

Employees shall take all appropriate steps to ensure that they are not distracted by a mobile device while driving. If use of a mobile device will distract an employee while driving, the employee should safely pull over before using the device. Under no circumstances shall employees view or engage in texting, emailing, internet surfing, social media use, or similar while driving.

Employees shall wear seat belts at all times while in a moving vehicle being used for City business, whether driving or riding as a passenger. Employees shall require that all passengers they are transporting wear seat belts while in a moving vehicle.

32. TOBACCO FREE POLICY

The Iowa Smoke Free Air Act of 2008 prohibits smoking within the confines of any public building owned, operated, leased, or controlled by the City, and all City-provided vehicles and roads-related equipment. No tobacco use is allowed anywhere inside any City-owned building, structure, or facility, including but not limited to entry areas parking lots, grassed areas, sidewalks, and docks.

Notwithstanding these provisions, the use of tobacco products inside a privately-owned vehicle legally parked on City-owned, operated and/or leased grounds is permitted.

IV. BENEFITS

The City of West Branch has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the employee handbook contains a very general description of the benefits to which you may be entitled as an employee. Please understand that this general explanation is not intended to and does not provide you with all the details of these benefits. Therefore, this handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination.

The City reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the City reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

Coverage takes effect the first day of the month following the employees hire date. Once your election is made, your election is generally fixed for the remainder of the plan year. However, if you undergo a qualifying event you may make a change in coverage provided you do so as soon as possible of that event. Please contact the City Clerk to determine if the change qualifies as an event under the plan document. During open enrollment, you are allowed to change your elections whether or not you have a qualifying event.

1. GROUP HEALTH INSURANCE

The City offers health insurance for all regular, full-time employees, part-time employees, duly appointed Fire Chief, and their spouse/dependents. Please refer to the current Employee Benefits Guide for benefits and contribution amounts. Part-time employees pay 100% of the premiums (if elected)

2. GROUP DENTAL INSURANCE

The City offers dental insurance for all regular, full-time employees, part-time employees, duly appointed Fire Chief, and their spouse/dependents. Part-time employees pay 100% of the premiums (if elected)

OPT-OUT

You may be eligible to opt out of employer health and dental insurance and receive a monthly stipend if you are a full-time (40 or more hours per week) benefit-eligible employee and have other health insurance. You must provide proof of insurance coverage and that meets federal requirements under the Affordable Care Act.

3. GROUP LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT-TERM AND LONG-TERM DISABILITY

The City provides all regular full-time employees, an employer-paid basic group term life, AD&D, short-term and long-term disability insurance coverage.

V. TIME OFF BENEFITS

1. VACATION

Regular full-time employees shall accrue vacation leave based on regular full-time equivalent service and pro-rated on a per pay period basis as follows:

Years of Service	Hours Per Pay Period
Hire date up to 5 years	4.0
5 years but less than 10 years	4.92
10 years or more	7.07

Vacation time may not be accumulated to more than 240 hours. All hours above 240 will be forfeited (use it or lose it). Vacation usage is subject to approval by the Supervisor or City Administrator and should be scheduled in advance when possible.

****Employees who have worked in the same role with another City may be eligible for vacation leave years of service credit, subject to pre-employment approval.**

**** Part-time employees who move to full-time status will get credit for one-half of the number of years employed with the City. Example: part-time for five (5) years equals 2.5 years of full-time service credit.**

2. SICK LEAVE

All regular full-time employees shall be entitled to accrue sick leave. Employees shall accrue sick leave at a rate of 3.69 hours per pay period to a lifetime maximum of 560 hours. All hours above 560 will be forfeited.

For regular full-time employees, the pay for a day of sick leave will be at the employee's regular rate of pay for eight hours or for their regularly scheduled hours of work, if that number of hours is different than eight. An employee continues to accrue sick leave time even while on sick leave.

Sick leave accruals may be used for the following reasons:

1. Personal illness or injury which renders the employee unable to perform the duties of his/her position.
2. Illness of a member of the employee's family, including spouse, child, parent or legal ward necessitating the employee to be in attendance.
3. Medical, dental or optical appointments which cannot be scheduled during non-working hours.

Employees who are unable to report for work because of illness are to notify their Supervisor/Department Director before the regular work day begins. **If the employee is sick for more than 3 consecutive days, a doctor's note will be required to be submitted to the City Administrator.**

3. HOLIDAYS

Part-time employees receive their scheduled hours and full-time employees receive eight hours compensation for the following City holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Those employees whose regular work week is Monday through Friday, if the holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday.

4. PREGNANCY AND PARENTAL LEAVE

Pregnancy Leave: As required by the Iowa Civil Rights Act, an employee who is disabled because of the employee's pregnancy, childbirth, or related medical conditions will be granted an unpaid leave of absence during the period of the disability up to a maximum of eight weeks. There is no minimum service requirement for this leave. **The employee may apply for Short-Term Disability benefits by contacting the City Administrator.**

Parental Leave: The City provides eighty (80) hours (or the equivalent of two weeks' leave for full-time employees) to any employee following the birth of a child or the placement of a child in connection with adoption, guardianship, or foster care. This leave will run concurrent to Family Medical Leave Act.

Employees requiring additional pregnancy/parental leave may use their accrued sick leave or vacation time as applicable pursuant to those policies. Employees may also apply for short- and long-term disability benefits where applicable. These leaves will run concurrently with Family Medical Leave Act.

5. BEREAVEMENT LEAVE

Employees may be granted time off with pay for up to five (5) days in the event of the death of their spouse or child.

Employees may be granted time off with pay for up to three (3) days off in the event of the death in the employee's immediate family. For the purposes of bereavement leave; **immediate family includes the following: a. Includes: Mother, father, step-parents, foster parents, spouse, son, daughter, brother, sister, mother in-law, father in-law, sister in-law, brother in-law, stepchildren, foster children, grandparent, grandchild, son-in-law, daughter-in-law.**

Employees may be granted time off with pay for up to one (1) day for the employee's extended family.

Extended family shall include the following: **uncle, aunt, niece, nephew or first cousin, step-family members and half-family members.**

6. JURY DUTY

Employees may be granted time off with pay for a period not to exceed three (3) calendar months in any one calendar year for the purpose of jury duty. The employee will be granted time off only for that portion of the workday necessary to serve duty. The employee is responsible to turn over jury or witness fees, excluding mileage fees, to the City Administrator or City Clerk when the length of jury duty service requires the hiring of temporary staff to cover operational effectiveness of the department.

7. MILITARY LEAVE

Employees with military obligations will be granted leaves of absence in accordance with applicable federal and state laws.

8. UNPAID LEAVE OF ABSENCE

It is the policy of the City to grant unpaid leaves of absence to its employees when the requests are compatible with a department's operational needs and scheduling requirements. Unpaid leaves shall only be granted where an employee has exhausted all other leave available to the employee. Employees may request an unpaid leave of absence for public service leave, extenuating medical circumstances, unpaid bereavement leave, or other personal reasons.

An employee desiring an unpaid leave of absence shall make a written request to his/her Supervisor/Department Director setting forth the reason(s) for the request and the duration of the requested leave. A request for an unpaid leave of thirty days or less will be approved or disapproved in writing promptly by the Supervisor/Department Director.

A request for an unpaid leave of more than thirty days will be forwarded with recommendation by the Supervisor/Department Director to the City Council or appropriate governing board. In no event shall unpaid leave, under the provision of this policy, be approved for more than six months by the City Council or appropriate governing board unless provided by law.

Upon return from an unpaid leave of absence, the City will attempt to place the employee in his/her former position at the salary and step occupied at the time such leave began, provided however, that the employee is able to perform the essential functions of his/her position. In the event the former position is not available or, the employee is not able to perform the essential functions of his/her position, West Branch will attempt to place the employee in another position consistent with qualifications, ability, and staffing requirements. Employees utilizing this policy are not guaranteed a position upon return from an unpaid leave of absence.

An employee who fails to return from an unpaid leave of absence on the date specified in the request shall be considered to have resigned his/her position, unless a written request for extension has been submitted by the employee, recommended by the Supervisor/Department Director, and approved by the City Council.

While on an unpaid leave of absence, an employee shall not (1) receive any compensation, (2) earn any leaves, and (3) receive any contribution to IPERS or contribute to IPERS. Nor shall time

spent on an unpaid leave of absence be considered time worked for receiving an in-grade wage increment. The employee must pay his/her own group health and life insurance premiums for that portion of an unpaid leave of absence in excess of thirty (30) days. The employee shall make arrangements to pay group health and life insurance premiums, if necessary, with the City Administrator or his or her designee prior to taking the unpaid leave of absence. The employee and the City Administrator shall, at a minimum, agree on a date each month that the employee is to provide reimbursement for his or her group health and life insurance premiums. If the employee fails to provide payment and more than ten (10) days past the agreed-upon date have passed, the employer shall have the option to terminate the employee's health insurance.

VI. ADDITIONAL BENEFITS

1. VISION

The City offers regular full-time employees, vision coverage for themselves, their spouse and their eligible dependents.

2. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The EAP provides a confidential assessment, consultation, and referral program to help employees and their family members deal with personal problems before they affect their health, happiness or well-being. EAP services are provided by MetLife <https://metlifeeap.lifeworks.com>

3. FLEXIBLE SPENDING ACCOUNT

The City offers an employee-funded flexible spending account to regular full-time employees to pay for eligible dependent care and health care expenses on an annual basis. Contact the City Clerk for enrollment information.

4. WELLNESS BENEFIT

The City recognizes the importance of promoting health, well-being, healthy eating, and exercise among its employees. It is the City's desire to encourage health, well-being and exercise through a Wellness Program designed to help ensure a healthy work environment for City employees. Participation in the Wellness Program is voluntary and encouraged.

Regular full-time, part-time employees and volunteer firefighters are eligible to participate in the program. Temporary employees and reserve police officers are not eligible to receive reimbursement benefits under this policy.

Full-time employees and volunteer firefighters may be reimbursed up to \$30 for a wellness program or gym membership. Part-time employees may be reimbursed up to \$15. Examples of such benefits include but are not necessarily limited to subscription to health programs like Weight Watchers, membership fees to gyms or health facilities, or participation in a sports club of some kind. Receipts for purchase/payment or proof of payment must be provided to the City Clerk by close of business on the last day of the month for reimbursement the following month.

5. PARTICIPATION IN RECREATION EVENTS

In addition to healthy activities, the City would like to promote activity with the community and in our Recreation Programs and events. As such, participation in health classes provided by the West Branch Parks & Recreation department will be provided at no cost to full-time employees, part-time employees and volunteer firefighters. These are offered solely for sports and physical fitness classes and are not eligible for events that offer prizes or rewards issued from the participation income. Some programs may be ineligible based on the decisions of the program instructor.

6. WORKER'S COMPENSATION COVERAGE

Worker's compensation is part of the Iowa Code designed to provide certain benefits to employees who sustain injuries, occupational illnesses or occupational hearing loss in the course of and arising out of their employment. Benefits are administered according to Iowa law. **All** accidents, injuries, illnesses, and hearing loss occurring at work or in the course of employment must be reported to your supervisor or the City Administrator, **even if no medical attention is required.**

All reports of injury or illness or hearing loss should be filed within twenty-four (24) hours of the injury, illness, or hearing loss. Said employee shall notify his/her Supervisor immediately and file an injury report within twenty-four hours of the injury. Any employee who is unable to return to work due to an injury shall present the City Administrator with a doctor's statement that outlines the extent of the injury, the employee's work limitations, and duration of medical leave or restricted work requirements. The City believes all involved are better served by the injured employee's quick return to work. Therefore, an injured employee may be temporarily reassigned to work that is suitable according to the restrictions and/or limitations outlined by the physician. Employees injured on the job are required to use the City's company physician. If an employee chooses to use his or her personal physician, the expense of the treatment and care shall not be covered by the City. The City will comply with all federal and state regulations regarding the Occupational Safety and Health Act.

7. FAMILY MEDICAL LEAVE ACT (FMLA)

In compliance with the Family and Medical Leave Act of 1993 ("FMLA") as amended, the City grants up to twelve weeks of unpaid leave to an eligible employee during a rolling 12-month period and 26 weeks for service member illness or injury sustained in the line of duty in active duty.

This policy is designed to offer assistance by providing job-protected leave to eligible employees for certain family and medical reasons in accordance with the FMLA. The leave may be unpaid, paid or a combination of unpaid and paid depending on the circumstances as specified in this policy.

Eligibility: In order to qualify for FMLA leave, the employee must meet both of the following conditions: 1) the employee must have worked for West Branch for at least 12 months, or 52 weeks, and 2) the employee must have worked at least 1,250 hours in the twelve (12) months prior to the commencement of the leave.

FMLA leaves of absence can be requested for any of the following reasons:

- (a) Any qualifying exigency arising out of the active duty or call to active duty status of a spouse, son, daughter, or parent¹;
- (b) To care for a spouse, son, daughter, parent, or next of kin of a service member recovering from serious illness or injury resulting from line of duty on active duty;
- (c) The birth of a child and in order to care for that newborn child, within one year of the birth;

¹ Parent is defined as biological parent or who served as employee's parent when employee was under 18 years of age and child is defined as an employee's child (biological or adopted) under 18 years or over 18 years and incapable of self-care due to a mental or physical disability.

- (d) The placement of a child for adoption or foster care, within one year of the initial placement;
- (e) To care for a spouse, child, or parent with a serious health condition²; or
- (f) The serious health condition of the employee that renders the employee unable to perform the essential functions of his/her position.

The City will require an employee to provide a health care provider's³ certification of the serious health condition.

The City requires that applicable accrued PTO be substituted for any (otherwise) unpaid FMLA leave until such paid leave runs out. Any applicable accrued PTO must be used before unpaid leave. Substitution of paid leave will be required only to the extent the circumstances meet West Branch's usual requirements for the use of the paid leave. The substitution of paid leave for unpaid leave does not extend the 12 or 26-week FMLA leave period.

Duration of Leave: FMLA leave may be taken in consecutive days or weeks, may be used intermittently, or, in certain circumstances, may be used to reduce a workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 weeks or 26 weeks (depending on the type of FMLA leave approved) over a rolling 12-month period and must be properly documented.

² Serious health condition is defined as an illness, injury, impairment or mental/physical condition that (a) involves an overnight stay in a hospital, hospice, residential care facility and follow up treatment and/or subsequent periods of incapacity *or* (b) continuing treatment by a health care provider including a period of incapacity that lasts more than three calendar days (*or* relates to a previous period of incapacity that lasted that long) *and* required either two or more treatments by a health care provider *or* one treatment followed by a regimen of continuing treatment (prescribed medications not home remedies or over the counter drugs) *or* (c) pregnancy (any period of incapacity or for prenatal care) *or* (d) chronic conditions that result in periods of incapacity and sometimes require treatment *or* (e) permanent or long-term conditions that require medical supervision *or* (f) multiple treatments for restorative surgery or are designed to prevent periods of incapacity (e.g. cancer treatments.)

³ A health care provider is defined as a doctor of medicine or osteopathy; podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist; nurse practitioners, nurse-midwives, clinical social workers and physician assistants Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits. All such individuals must be licensed to practice in the state in which the treatment is received, except as otherwise stated, and must be practicing within the scope of their licensure.

Leave to care for a newborn or for a newly placed child must be taken all at once and may not be taken intermittently or on a reduced work schedule.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the City's operations. When an employee takes intermittent leave or reduced work schedule leave for foreseeable planned medical treatment, the City may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

Procedure for Requesting FMLA Leave: When leave is foreseeable for childbirth, placement of a child, planned medical treatment for the employee's or family member's serious health condition, or family members' active duty or sustaining serious illness or injury in the line of duty, the employee shall provide West Branch with at least 30 days' advance notice, or such shorter notice as is practicable (i.e., within 1 or 2 business days of learning of the need for the leave). If leave is to begin in less than 30 days, the employee must give notice as soon as the necessity for the leave arises. When the timing of the leave is not foreseeable, the employee must provide the City with notice of the need for leave as soon as practicable (i.e., within 1 or 2 business days of learning of the need for the leave). Notice of leave necessity must be given to the City Administrator.

Health Care Provider Certification: West Branch will ask for certification of the serious health condition from the appropriate health care provider. The employee must provide such documentation within 15 days of the request for leave. Additional medical information may be required depending upon the information provided by the health care provider. All such additional information shall be required in accordance with the provisions of the FMLA.

If the City has reason to doubt the employee's initial certification, it may direct the employee to obtain additional information from his/her doctor; with the employee's permission, have a designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or require the employee to obtain a second opinion by an independent City designated provider at the City's expense. If the initial and second certifications differ, the City may, at its expense, require the employee to obtain a third final and binding certification from a jointly selected health care provider.

During FMLA leave, the City may request that the employee provide recertification of a serious health condition as often as every 30 days or sooner if there is a change in condition. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the City with reasonable notice (i.e. within two business days) of the employee's changed circumstances and new return to work date.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason

for an absence from work may lead to discipline for unexcused absences, up to and including termination of employment.

Designation of Leave: The City Administrator will notify the employee that leave has been designated as FMLA leave. The employee's leave may be provisionally designated as FMLA leave if the individual designating the leave has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified the City Administrator of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify the City Administrator within 2 business days of the employee's return to work that the leave was for an FMLA qualifying reason.

Employee Benefits During FMLA Leave: While an employee is on leave, the employee is entitled to continue to receive his/her health benefits during the leave period at the same level and under the same conditions as if he/she had continued to work. While an employee is on paid leave, the employee's portion of health insurance premiums will be deducted from the employee's salary. While on unpaid leave, the employee must pay the employee's portion of health insurance premiums. The employee shall make arrangements with the City Administrator of his/her designee to ensure that the employees' portion of the insurance premium is paid and the date payment is required. If the employee's payment of health insurance is more than 30 days late, the City may discontinue health insurance coverage upon notice to the employee. If the employee chooses not to return to work for reasons other than a continued serious health condition, the City may require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance, disability, or retirement plan, the City will continue to make payroll deductions/reductions while the employee is on paid leave. While the employee is on unpaid leave, the employee must continue to make those payments. If the employee does not continue these payments, the City will recover the payments at the end of the leave period, in a manner consistent with the law. For purposes of pension or retirement plans, FMLA leave periods are counted as continued service for vesting and eligibility determinations. When the employee returns to work from an unpaid FMLA leave, his/her benefits will be resumed in the same manner and at the same levels as provided when the leave began, subject to any changes in benefit levels that may have taken place during the period of FMLA leave.

During an unpaid leave of absence, an employee shall not be eligible to accrue PTO or other fringe benefits.

Employee Status During Leave: While on leave, an employee may be required to provide the City Administrator with periodic reports regarding his/her leave status and intention to return to work. The City Administrator will determine the frequency of the reports at the time of approving the employee's FMLA leave.

Employee Status After FMLA Leave: An employee who takes leave under this policy will be able to return to the same job or a job with equivalent status, pay, benefits, and other employment terms. West Branch may require that an employee present a medical certification of fitness for duty prior to returning to work when the absence was caused by the employee's own serious health condition(s). The release to work also must address in detail any period of restrictions in the work activity. The City may delay restoring the employee to employment without such certification.

An employee is entitled to reinstatement to his/her position or an equivalent position only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

If an employee fails to return to work upon the expiration of FMLA leave, he/she will be considered to have "quit" his/her employment unless the employee requests and receives an additional non-FMLA leave of absence from the City Administrator. The City may recover the employee's health insurance premiums that it paid on behalf of the employee during any unpaid FMLA leave, except that the City's share of such premiums may not be recovered if the employee fails to return to work because of the employee's own serious health condition or because of other circumstances beyond the employee's control. In such cases, the City may require the employee to provide medical certification of the serious health condition.

FMLA Compliance: This policy is intended to comply with the FMLA and 29 C.F.R. Part 825, as amended from time to time. Where questions arise in regard to the provisions of this policy or its application, the actual provisions of the regulations shall be controlling.

VII. RETIREMENT BENEFITS

1. SOCIAL SECURITY

The City contributes for all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions, in compliance with federal and state laws.

2. IOWA PUBLIC EMPLOYEE RETIREMENT SYSTEM (IPERS)

All regular full-time and eligible part-time employees are covered under the Iowa Public Employees Retirement System (IPERS). Benefit levels and contribution rates are set by IPERS.

3. MEDICAL COVERAGE CONTINUATION

Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retired participants must be age 55 or older at retirement, with the exception of special service participants who must be age 55 with 22 years of services.

4. SICK LEAVE PAYOUT (MOVED FROM SICK LEAVE)

Upon retirement, employees will be paid out for any unused sick leave hours as follows:

If hired after January 1, 2009, payout is 25% of the remaining sick leave hours based on the employee's current hourly base salary.

If hired after August 1, 2020 there will be no sick leave payout. (Res. 1906 – June 2020)

VIII. CONCLUSION

This Handbook is intended to answer the major questions you may have about the City of West Branch's employment policies and benefits, and provide certain general information. This handbook does not, and is not intended to, cover these matters in complete detail or serve as a contract between you and the City of West Branch. Many of the statements in this handbook are subject to change without notice. Should there be any conflicts between this handbook and the terms and conditions of applicable labor agreements, benefit plans, insurance policies, etc., the official text of the labor agreement, plan, or policy will govern. If you have any questions not answered here, please contact your Supervisor/Department Director or the City Administrator who will get the information for you or refer you to the appropriate person or department. We hope your employment with the City of West Branch will be a long and rewarding experience for you.

These Policies were reviewed and approved by the following City officials:

By: _____

Mayor

Date: _____

By: _____

City Administrator

Date: _____

APPENDIX A

WEST BRANCH FIRE DEPARTMENT VOLUNTEER CADETS

Fire Department volunteer Cadets are not covered by the City's health insurance or worker's compensation programs. For any injury sustained or health related concern associated with the Cadet's volunteer service on the West Branch Fire Department, the Cadet and his/her family agree to submit any such claim through their own health insurance provider.

Any out-of-pocket expenses that remain after the claim has been submitted and processed by the Cadet's insurance provider will be submitted to the City of West Branch insurance provider and general liability insurance provider. The City of West Branch will not provide any other relief for out-of-pocket expenses that remain after payment is made by the City of West Branch insurance provider and general liability insurance provider.

In the case that the Cadet and his/her family do not have health insurance coverage, the City of West Branch will submit the entire claim of any injury sustained or health related concern associated with the Cadet's volunteer service on the West Branch Fire Department to the City of West Branch Fire-Pak insurance provider and general liability provider. The City of West Branch will not provide any other relief for out-of-pocket expenses that remain after payment is made by the City of West Branch Fire-Pak insurance provider and general liability insurance provider. Although the City is providing this benefit to Cadets, the Cadets are volunteers and receive no compensation from the City. Cadets are not employees for purposes of workers' compensation nor are they eligible for workers' compensation under Iowa law.

The Fire Chief, in cooperation with the City Clerk, shall make each Volunteer Cadet and the parents and/or guardians aware of this policy prior to the Volunteer Cadet's appointment to the West Branch Fire Department. The Cadet and their parents and/or guardians shall sign a waiver provided by the City Attorney to incorporate the terms of this policy for the Volunteer Cadets.

APPENDIX B

CDL DRUG & ALCOHOL TESTING POLICY

(See attached separate policy)

APPENDIX C

EMPLOYEE ACKNOWLEDGEMENT FORM

This Employee Handbook describes important information about employment with the City of West Branch ("City"). It has been prepared to make me aware of what I can expect in the way of privileges and benefits; and what the City will expect of me in terms of behavior and performance during my employment.

Since departments vary in their duties and responsibilities, not all policies and regulations can be covered in this handbook. I understand that I may direct inquiries for additional information to my supervisor or the City Administrator.

The use of masculine or feminine gender in references or titles shall be considered to include both genders and is not a sex limitation.

No policies in this handbook shall supersede any provisions of state or federal law. The policies in this handbook are intended to apply to all City employees.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions may occur; and that such changes will be communicated to me through official notices. Only the City Council can adopt any revisions to the policies in this handbook.

I have entered into employment with the City voluntarily and acknowledge there is no specified length of employment. Iowa law allows me, or the City, to terminate the employment relationship "at will" at any time. Furthermore, I acknowledge this handbook is neither a contract of employment nor a legal document. I have received the handbook and I understand it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee Name (Printed)

Employee Signature

Date

APPENDIX D

RETURN TO WORK PROGRAM STATEMENT OF ACKNOWLEDGEMENT

I acknowledge that I have been informed of the City of West Branch's Temporary Alternate Duty (TAD) program, and I understand and agree to abide by the restrictions defined by the City's designated healthcare provider's physician and by the City of West Branch as a condition of my participation in the *Return-to-Work* program.

I further understand that if I do not follow the restrictions placed on me by the physician and the City of West Branch, I may receive disciplinary action up to and including discharge.

Employee Signature/Date:

Employee Name Printed:

Witness Signature/Date: _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Resolution 2024-61 - Approving Change Order Number 1 in the amount \$18,500 for the Phase 2 Eastside Water Main Improvement Project.
--

PREPARED BY: Leslie Brick, City Clerk
--

DATE: June 7, 2024

SUMMARY:

The details for Change Order #1 for the Phase 2 Eastside Water Main Improvements Project is for replacing an existing manhole with a new 48" manhole at the intersection of East Main Street and North 4th Street, due to a brick manhole structural defect. Change Order #1 increases the contract amount by \$18,500.

RESOLUTION 2024-61

A RESOLUTION APPROVING CHANGE ORDER #1 IN THE AMOUNT OF \$18,500 FOR THE PHASE 2 EASTSIDE WATER MAIN IMPROVEMENT PROJECT.

WHEREAS, Midwest Underground Contractors Inc., of Walford, 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 2024-11 on February 20, 2024 in the amount of \$840,277.00; and

WHEREAS, Midwest Underground Contractors, 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; and

WHEREAS, Change Order #1 replaces an existing manhole with a new 48” manhole at the intersection of East Main Street and North 4th Street, due to brick manhole structural defects; and

WHEREAS, it is now necessary to approve Change Order #1 that increases the contract amount by \$18,500.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that Change Order #1 in the amount of \$18,500 for the Phase 2 Eastside Water Main Improvement Project is approved.

Passed and approved this 17th day of June, 2024.

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, 2024

CHANGE ORDER NO. 1

**PHASE 2 EAST SIDE WATER MAIN REPLACEMENT
WEST BRANCH, IOWA**

Change Order No. 1 is for the following modifications to the project:

- 1. Replace existing manhole with a new 48" manhole including internal drop at Main Street and 4th Street, due to brick manhole structural defects. LS \$ 18,500.00

Total: \$ 18,500.00

Change Order No. 1 increases the contract amount by \$ 18,500.00.

MIDWEST UNDERGROUND CONTRACTORS

CITY OF WEST BRANCH, IOWA

By _____

By _____

Title _____

Title _____

Date _____

Date _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____

By _____

Title Project Engineer

Title _____

Date 5/31/2024

Date _____

V&K No. 368302



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Resolution 2024-62 - Approving Pay Estimate Number 2 in the amount of \$112,526.84 to Midwest Underground Contractors Inc. for the Phase 2 Eastside Water Main Replacement Project.
--

PREPARED BY: City Clerk, Leslie Brick
--

DATE: June 7, 2024

SUMMARY:

Midwest Underground Contractors Inc., of Walford, Iowa was awarded the construction contract for the Eastside Water Main Replacement Project by the West Branch City Council through the passage of Resolution 2024-11 on February 20, 2024 in the amount of \$840,277.00.

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

Pay Estimate Number	Amount	Resolution #	Date
1	\$151,804.97	2024-48	May 6, 2024

RESOLUTION 2024-62

RESOLUTION APPROVING PAY ESTIMATE NUMBER 2 IN THE AMOUNT OF \$112,526.84 TO MIDWEST UNDERGROUND CONTRACTORS INC. FOR THE PHASE 2 EASTSIDE WATER MAIN REPLACEMENT PROJECT.

WHEREAS, Midwest Underground Contractors Inc., of Walford, 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 2024-11 on February 20, 2024 in the amount of \$840,277.00; and

WHEREAS, Midwest Underground Contractors, 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; and

WHEREAS, the City Council of West Branch, previously approved Pay Estimate Number 1 in the amount of \$151,804.97 to Midwest Underground Contractors, Inc. of Walford, Iowa to date; and

WHEREAS, it is now necessary for the City Council to accept Pay Estimate Number 2 in the amount of \$112,526.84 to Midwest Underground Contractors, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that Pay Estimate Number 2 in the amount of \$112,526.84 to Midwest Underground Contractors, Inc. is approved.

Passed and approved this 17th day of June, 2024.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



PAY ESTIMATE NO. 2

**PHASE 2 EAST SIDE WATER MAIN REPLACEMENT
WEST BRANCH, IOWA**

May 31, 2024

Midwest Underground Contractors, Inc.
3000 Highway 151 E
Walford, IA 52351

Contract Amount \$840,277.00
Contract Date February 20, 2024
Pay Period April 27, 2024 - May 31, 2024

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
2.1	Clear + Grubb	Unit	448	\$ 22.00	\$ 9,856.00		\$ -
2.2	Special Back Fill Material	CY	350	\$ 50.00	\$ 17,500.00		\$ -
2.3	Subgrd Stbl Mtrl, PlymGrid TX-160	SY	1,120	\$ 4.00	\$ 4,480.00		\$ -
2.4	Excavation, Cl 13, Rdwy + Borrow	CY	43	\$ 16.00	\$ 688.00		\$ -
2.5	Excav, Cl 10, Unstbl Mtrl, Core-Out	CY	350	\$ 16.00	\$ 5,600.00		\$ -
2.6	Topsoil, Furn + Spread	CY	100	\$ 42.00	\$ 4,200.00		\$ -
2.7	Topsoil, Strip, Salvage + Spread	CY	100	\$ 22.00	\$ 2,200.00		\$ -
2.8	Modified Subbase	CY	178	\$ 45.00	\$ 8,010.00	64.2	\$ 2,887.00
2.9	Rmvl of Pav't	SY	648	\$ 12.00	\$ 7,776.00	385.5	\$ 4,626.00
2.10	Rmvl of Sidewalk	SY	4	\$ 12.00	\$ 48.00		\$ -
2.11	Disconnect & Rmvl of Water Main	LF	230	\$ 25.00	\$ 5,750.00	230	\$ 5,750.00
2.12	Rmvl of Water Valve	Ea	7	\$ 750.00	\$ 5,250.00	1	\$ 750.00
2.13	Rmv Storm SWR Pipe LE 36"	LF	97	\$ 30.00	\$ 2,910.00	28	\$ 840.00
2.14	Std/S-F PCC Pav't, Cl A Cl 3, 7"	SY	254	\$ 100.00	\$ 25,400.00		\$ -
2.15	Std/S-F PCC Pav't, Cl A Cl 3, 10"	SY	394	\$ 105.00	\$ 41,370.00	200	\$ 21,000.00
2.16	St SWR G-Main, Trnch, CMP ,15"	LF	88	\$ 58.00	\$ 5,104.00		\$ -
2.17	St SWR G-Main, Trnch, CMP, 21"	LF	8	\$ 130.00	\$ 1,040.00		\$ -
2.18	Connect to Existing Storm	Ea	1	\$ 1,200.00	\$ 1,200.00		\$ -
2.19	Driveway, PCC, 6"	SY	41	\$ 100.00	\$ 4,100.00		\$ -
2.20	Sidewalk, PCC, 6"	SY	4	\$ 120.00	\$ 480.00		\$ -
2.21	WM, Bored, Certalok, 6"	LF	2,056	\$ 60.00	\$ 123,360.00	1,020	\$ 61,200.00
2.22	WM, Trenched, DR-18 C900, 6"	LF	20	\$ 40.00	\$ 800.00		\$ -
2.23	WM, Bored, DIP, 6", Nitrile Gaskets	LF	1,380	\$ 98.00	\$ 135,240.00	505	\$ 49,490.00
2.24	WM, Trenched, DR-18 C900, 8"	LF	73	\$ 55.00	\$ 4,015.00	222	\$ 12,210.00
2.25	WM, Bored, DIP, 8", Nitrile Gaskets	LF	222	\$ 150.00	\$ 33,300.00		\$ -
2.26	WM, Trenched, DR-18 C900, 12"	LF	20	\$ 85.00	\$ 1,700.00	28	\$ 2,380.00
2.27	WM, Trenched, DIP, 12", Nitrile Ga	LF	6	\$ 350.00	\$ 2,100.00	8	\$ 2,800.00
2.28	Trenched in Place Service	Ea	25	\$ 1,500.00	\$ 37,500.00	1	\$ 1,500.00
2.29	Bored in-Place Service	Ea	38	\$ 1,900.00	\$ 72,200.00		\$ -
2.30	Valve, Gate, 6"	Ea	14	\$ 2,100.00	\$ 29,400.00	2	\$ 4,200.00
2.31	Valve, Gate, 8"	Ea	2	\$ 2,800.00	\$ 5,600.00	1	\$ 2,800.00
2.32	Valve, Gate, 12"	Ea	2	\$ 4,700.00	\$ 9,400.00	1	\$ 4,700.00
2.33	Flushing Device (Blowoff), 6"	Ea	4	\$ 1,750.00	\$ 7,000.00		\$ -
2.34	Fire Hydrant Assembly, WM-201	Ea	4	\$ 7,000.00	\$ 28,000.00	1	\$ 7,000.00
2.35	Construction Survey	LS	1	\$ 18,000.00	\$ 18,000.00	0.5	\$ 9,000.00
2.36	Traffic Control	LS	1	\$ 4,700.00	\$ 4,700.00	0.74	\$ 3,500.00

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
2.37	Mobilization	LS	1	\$ 55,000.00	\$ 55,000.00	0.25	\$ 13,750.00
2.38	Turf Reinforcement Mat (TRM)	Sq	50	\$ 90.00	\$ 4,500.00		\$ -
2.39	Seed + Fertilize (Urban)	LS	1	\$ 17,500.00	\$ 17,500.00		\$ -
2.40	Saw Cutting Dust Control	LS	1	\$ 3,000.00	\$ 3,000.00	0.5	\$ 1,500.00
2.41	Vibration Monitoring	LS	1	\$ 95,000.00	\$ 95,000.00	0.5	\$ 47,500.00
Contract Price:					\$ 840,277.00		\$ 259,383.00

MATERIALS STORED SUMMARY

	Description	# of Units	Unit Price	Extended Cost
2.21	WM, Bored, Certalok, 6"	0	\$ 40.00	
2.23	WM, Bored, DIP, 6", Nitrile Gaskets	0	\$ 98.00	
2.24	WM, Trenched, DR-18 C900, 8"	0	\$ 55.00	
2.25	WM, Bored, DIP, 8", Nitrile Gaskets	69	\$ 150.00	\$ 10,349.35
2.26	WM, Trenched, DR-18 C900, 12"	0	\$ 85.00	
2.27	WM, Trenched, DIP, 12", Nitrile Gaskets	0	\$ 350.00	
2.30	Valve, Gate, 6"	4	\$ 2,100.00	\$ 8,511.66
2.31	Valve, Gate, 8"	0	\$ 2,800.00	
2.32	Valve, Gate, 12"	0	\$ 4,700.00	
Total				\$ 18,861.01

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 840,277.00	\$ 259,383.00
Approved Change Order (list each)	Change Order No. 1	\$ 18,500.00	
	Revised Contract Price		\$ 858,777.00

Stored \$ 18,861.01
 Total Earned \$ 278,244.01
 Retainage (5%) \$ 13,912.20
Total Earned Less Retainage \$ 264,331.81

Total Previously Approved (list each)			
	Pay Estimate No. 1	\$ 151,804.97	

Total Previously Approved \$ 151,804.97

Percent Complete 30%


Amount Due This Request \$ 112,526.84


The amount \$112,526.84 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Midwest Underground Contractors, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: 
 Name: Justin Lopata
 Title: President
 Date: 6/03/2024

Signature: 
 Name: Eric Gould
 Title: Engineer
 Date: May 31, 2024

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



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Resolution 2024-63 – Amending the Fiscal Year 2025 Pay Scale for regular full-time employees.

PREPARED BY: City Administrator, Adam Kofoed

DATE: June 12, 2024

BACKGROUND:

Based on the budget season, each employee will be given a 3.4% cost of living increase this fiscal year.

For the 3.4% estimate please see the following news release from the U.S. Department of Labor - Bureau of Labor Statistics. <https://www.bls.gov/news.release/pdf/cpi.pdf>

RESOLUTION 2024-63

**A RESOLUTION AMENDING THE FISCAL YEAR 2025
PAY SCALE FOR REGULAR 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 2025 (See Exhibit A & B); 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 regular full-time employees for Fiscal Year 2025 and is hereby approved.

Passed and approved this 17th day of June, 2024.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

EXHIBIT A

FY 25 Pay Scale								Hiring Range			
3.4% COLA Increase Over FY-25 - Added to Midpoint											
Position		A Low		B 10 year		C High		D		E	
		Midpt ÷ Hourly	1.15 Annual	Current Midpoint Midpoint		Midpt x Hourly	1.15 Annual	Low		5%>Midpt High	
1	PW Director	\$34.60	\$71,974	\$39.79	\$82,770	\$45.76	\$95,185	\$34.60	\$71,974	\$41.78	\$86,908
2	Finance Officer	\$29.50	\$61,367	\$33.93	\$70,572	\$39.02	\$81,158	\$29.50	\$61,367	\$35.63	\$74,101
3	Lead Water/WW Employee	\$26.00	\$54,080	\$33.17	\$68,990	\$38.14	\$79,338	\$26.00	\$54,080	\$34.83	\$72,439
4	City Clerk	\$25.64	\$53,334	\$29.49	\$61,335	\$33.91	\$70,535	\$25.64	\$53,334	\$30.96	\$64,401
5	Parks & Rec Director	\$24.23	\$50,402	\$27.87	\$57,962	\$32.05	\$66,656	\$24.23	\$50,402	\$29.26	\$60,860
6	Library Director	\$22.84	\$47,510	\$26.27	\$54,637	\$30.21	\$62,832	\$22.84	\$47,510	\$27.58	\$57,369
7	Publicworks Employee	\$21.50	\$44,720	\$25.88	\$57,530	\$29.76	\$61,904	\$21.50	\$44,720	\$27.17	\$56,521
8	Utility Clerk	\$21.48	\$44,671	\$24.70	\$51,371	\$28.40	\$59,077	\$21.48	\$44,671	\$25.93	\$53,940
9	Librarian	\$19.48	\$40,513	\$22.40	\$46,590	\$25.76	\$53,578	\$19.48	\$40,513	\$23.52	\$48,919

EXHIBIT B

FY 25 West Branch PD Wage Scale Matrix									
Job Classification	Start	Certification							
Non Certified	\$62,400.00	\$66,560.00							
			Certified Experience Only						
			1 Year	2 Years	3 Years	5 Years	7 Years	10 Years	20 Years
Police Officer			\$69,017	\$71,474	\$73,931	\$76,388	\$78,845	\$81,302	
Police Sergeant					\$76,000	\$79,500	\$81,000	\$84,500	\$86,000
Police Chief							\$86,000	\$93,600	\$98,600

The values above should be adjusted annually for COLA. The FY26 table values can be adjusted by changing the COLA value.

The year value is given for total years of paid law enforcement service, and is laterally transferrable from another agency.

For example, if an Officer is hired and they have 15 years of law enforcement experience they could be started in the 10 year position on the matr

Pay is given each new fiscal year not on actual anniversary dates



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Resolution 2024-64 – Approving the Annual Subscription Agreement with Tyler Technologies, Inc. in the amount of \$23,025.91.
--

PREPARED BY: Leslie Brick, City Clerk
--

DATE: June 12, 2024

BACKGROUND:

The City has been using Tyler Technologies since 2012 for our financial, payroll, cemetery and utility billing processing and record retention. This software is a vital asset for City operations.

Over the years, functionality has been added to:

- Allow customers to view their utility account and pay their monthly bill online (2021)
- Allow customers to sign up for email & text alerts (2021)
- Allow customers to receive monthly utility bills via email (e-Bills - 2023)
- Allow employees to receive their paystubs via email (e-paystubs - 2023)
- Allow Public Works and the Utility Billing clerk to automate meter reading, saving staff time (2024)

RESOLUTION 2024-64

A RESOLUTION APPROVING THE ANNUAL SUBSCRIPTION AGREEMENT WITH TYLER TECHNOLOGIES, INC. IN THE AMOUNT OF \$23,025.91.

WHEREAS, the City of West Branch currently utilizes Tyler Technologies, Inc. software for its financial, payroll, cemetery and utility billing systems; and

WHEREAS, the current Subscription Agreement will expire on June 30, 2024; and

WHEREAS, Tyler Technologies, Inc. has proposed to extend the Agreement until June 30, 2025; and

WHEREAS, it is now necessary for the City Council to approve said Subscription Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves the Annual Subscription Agreement with Tyler Technologies, Inc. in the amount of \$23,025.91.

PASSED AND APPROVED this 17th day of June, 2024.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-467089	06/01/2024	1 of 1

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: CITY OF WEST BRANCH
P.O. BOX 218
WEST BRANCH, IA 52358

Ship To: CITY OF WEST BRANCH
P.O. BOX 218
WEST BRANCH, IA 52358

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
45024 - MAIN - MAIN	195855		USD	NET30	07/01/2024

Date	Description	Units	Rate	Extended Price
Contract No.: West Branch, IA				
	Incode Utility Billing Online Component - Subscription Fees	1	576.00	576.00
	Maintenance Start: 01/Jul/2024, End: 30/Jun/2025			
	Utility CIS System Subscription Fees	1	4,472.97	4,472.97
	Maintenance: Start: 01/Jul/2024, End: 30/Jun/2025			
	Core Financials Subscription Fees	1	2,232.27	2,232.27
	Maintenance: Start: 01/Jul/2024, End: 30/Jun/2025			
	Payroll-Personnel Subscription Fees	1	2,034.93	2,034.93
	Maintenance: Start: 01/Jul/2024, End: 30/Jun/2025			
	System Software Non SQL Maintenance	1	801.64	801.64
	Maintenance: Start: 01/Jul/2024, End: 30/Jun/2025			
	Central Cash Collections - Subscription Fees	1	1,171.64	1,171.64
	Maintenance: Start: 01/Jul/2024, End: 30/Jun/2025			
	Utility Handheld Meter-Reader Interface Subscription Fees	1	678.31	678.31
	Maintenance: Start: 01/Jul/2024, End: 30/Jun/2025			
	Output Processor Server	1	2,228.10	2,228.10
	Maintenance: Start: 01/Jul/2024, End: 30/Jun/2025			
	Forms Overlay	1	1,114.05	1,114.05
	Maintenance: Start: 01/Jul/2024, End: 30/Jun/2025			
	Meter Data Sync with Scheduler	1	5,787.00	5,787.00
	Maintenance: Start: 01/Jul/2024, End: 30/Jun/2025			
	Additional Handheld Meter-Reader Interface	1	1,929.00	1,929.00
	Maintenance: Start: 01/Jul/2024, End: 30/Jun/2025			

****ATTENTION****
Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	23,025.91
Sales Tax	\$0.00
Invoice Total	23,025.91



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Resolution 2024-65 – Approving the Annual Maintenance Agreement for Information Technology Support with Mainstay Systems of Iowa LLC.
--

PREPARED BY: Leslie Brick, City Clerk
--

DATE: June 12, 2024

BACKGROUND:

The City has been using MainStay Systems of Iowa LLC since 2023 for our information technology (IT) needs. This service is a vital asset for City operations.

MainStay Systems provides IT services for the following city departments:

- City Office / Administration
- Parks & Recreation
- Public Works
- Fire
- Police
- Library

RESOLUTION 2024-65

**A RESOLUTION APPROVING THE ANNUAL MAINTENANCE AGREEMENT FOR
INFORMATION TECHNOLOGY SUPPORT WITH
MAINSTAY SYSTEMS OF IOWA LLC.**

WHEREAS, the City entered into a Maintenance Agreement for information technology (IT) with MainStay Systems of Iowa LLC in April of 2023; and

WHEREAS, Mainstay Systems of Iowa LLC has proven to be a good partner for the City to provide information technology support for the City of West Branch, Iowa; and

WHEREAS, it is now necessary to approve said Maintenance Agreement for Fiscal Year 2025.

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

Passed and approved this 17th day of June, 2024.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



**STANDARD ON-SITE
MAINTENANCE
CONTRACT**

AGREEMENT START DATE: 07/01/2024

This Agreement is made between MAINSTAY SYSTEMS of IOWA LLC. (hereinafter referred to as "MSI"), a corporation organized and existing under the laws of the State of Iowa, with the principal office in Des Moines, Iowa 50310 and the: City of West Branch, Police, Fire, Library, City Hall (hereinafter referred to as "Client").

Pursuant to the Terms and Conditions set forth herein, MSI will provide on-site remedial maintenance services to the Client for the Equipment described in Exhibit "A" attached hereto, and the Client agrees to accept such maintenance services subject to the Terms and Conditions stated herein. These Terms and Conditions are complete, and fully represent the scope of their agreement. Client agrees that this Agreement, its exhibit(s), and mutually agreed upon written changes are the complete and exclusive Statement of Agreement between the parties.

MAINSTAY SYSTEMS of IOWA LLC.

"MSI"

**Cade
Curtis**

Digitally signed by
Cade Curtis
Date: 2024.05.20
09:35:44 -05'00'

City of West Branch

"Client"

Name: Cade F. Curtis

Title: President

Date: 05/20/2024

Name:

Title:

Date:

1. CONTRACT PERIOD

This Agreement shall become effective on the Start Date and shall continue for a period of twelve months, unless terminated as provide herein by either party. This agreement and its terms, and conditions may be renewed at the end of the Contract Period for additional one year terms upon mutual agreement of the parties.

2. MAINTENANCE PAYMENTS

Client agrees to pay the monthly maintenance rate of **\$1110** covering all equipment described in Exhibit "A". MSI shall invoice Client anually during the Contract Period for services as stated within. Payment is due in full within thirty (30) days of the invoice date. Late payments are subject to a late fee of 2% per month.

3. MAINTENANCE COVERAGE

MSI agrees to provide on-site maintenance coverage to the Client during the Contract Period. This Agreement shall cover the following two remedial maintenance service levels: Level 1 (24 hours per day, 7 days per week) and Level 2 (9 hours per day, 5 days per week, excluding legal holidays and weekends as recognized by the State of Iowa). The coverage level for each system is as listed in Exhibit "A". Maintenance coverage includes travel, labor, materials and remedial maintenance required to return Client's equipment to good operating condition. MSI agrees to use expeditious methods of restoring Client's equipment to its operating condition, which may include part or whole component replacement. MSI agrees to provide replacement parts for the Contract Period. Maintenance parts will be furnished on an exchange basis, and the exchanged parts will become the property of MSI. All replacement or exchanged parts will be new or refurbished of equal quality, and they become the property of Client. Maintenance parts may or may not be manufactured by the original equipment manufacturer; may be altered by MSI to enhance maintainability; and may be new or reconditioned to perform as new by the original equipment manufacturer. When necessary to remove equipment from Client's site, MSI, if possible, will provide a loaner of similar (not necessarily identical) type until Client's equipment can be repaired and returned. MSI shall provide Client with verbal reports of all maintenance activity. Damage or equipment failure, for reasons listed under non-covered maintenance, will be repaired at MSI's Time and Material rates.

4. RESPONSE TIME

Response time is defined as the time between receipt of Client's telephone request for remedial maintenance and that time the MSI personnel arrives on site. Response time for remedial maintenance shall not exceed four (4) hours including travel time to the site. MSI shall provide a central location and an Iowa telephone number for maintenance calls being reported and dispatched.

5. TERMINATION OF MAINTENANCE

This Agreement may be terminated by either party upon giving written notice to the other party thirty (30) calendar days prior to termination.

6. NON-COVERED MAINTENANCE

MSI shall have no liability for failure to fulfill its obligations under this Agreement or for damages to Client's equipment due to: fire, explosion, labor disputes, water, acts of God; the elements, war, civil disturbances, inability to secure raw materials; transportation facilities, fuel or energy shortages; acts or omissions of communications carriers; failure to follow MSI's installation, operation or maintenance guidelines; repair or modification to equipment by other than MSI's personnel; abuse, misuse or negligent acts, movement of equipment to a new location; power failure or surges; changes to the cosmetic detail of equipment including but not limited to discoloration of shrouds, burn in/etching of LCD's; lightning, fire, flood, pest damage, accident, other events not arising under normal operating conditions or other causes beyond MSI's control whether or not similar to the foregoing.

7. CLIENT RESPONSIBILITY

Client agrees to perform the following duties which are not covered under this agreement: provide an environment that is consistent with equipment manufacturer's specifications in regards to space, temperature and humidity; maintain correct power requirements as specified by the equipment manufacturer; minimize static electric buildup in carpeted areas with the use of properly grounded static mats and/or application of anti static carpet spray as needed; change printer ribbon, toner cartridge, fuser cartridge, batteries, paper and other consumable supplies; maintain a secure copy of all master passwords and encryption keys for all PC's and devices covered under this maintenance contract; notify MSI immediately of any equipment malfunction; notify MSI thirty (30) days prior to moving equipment. Performance of any of these duties by MSI or remedial maintenance caused by Client's failure to perform these duties may result in additional charges which Client agrees to pay.

8. EQUIPMENT INSPECTION

MSI reserves the right to inspect all equipment to ensure that it is in good operating condition. MSI will provide an estimate of the cost to return any equipment to good operational condition. If Client chooses to have these repairs performed by someone other than MSI, then they shall give notification as to when the repairs are complete and the maintenance service on that equipment can commence.

9. LIMITATION OF LIABILITY

MSI shall not be liable for failure to perform services at a location deemed hazardous to health or safety or the failure to perform services due to causes beyond the control of MSI. MSI shall not be held liable for deficiencies in backup systems, including but not limited to: uninterpretable power supplies, power generation systems, cloud based or on premises data backup systems. MSI shall not be liable for injury to Client employees or damage to Client property arising from the use of equipment maintained by MSI, or arising for any reason, unless such injury or damage is due to the fault, negligence, or misconduct of MSI, its officers, employees, or subcontractors notwithstanding any other provision in this Agreement to the contrary, in no event shall either party be liable for any indirect, incidental or consequential damages (including but not limited to loss of profit and/or revenue) resulting from or arising out of its performance or failure to perform under this Agreement except for those damages arising out of intentional misconduct or gross negligence.

10. GENERAL

This Agreement shall be construed in accordance with and governed by the local laws of the State of Iowa. MSI may subcontract any or all of the work to be performed under this Agreement, with the written approval of the Client. MSI shall retain responsibility for the subcontracted work. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. The parties further agree that in the event such invalid or unenforceable portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement Agreement.

11. CJIS

MSI shall furnish Client with signed FBI/CJIS security addendum's for each of it's employees annually and/or on demand of Client.

EXHIBIT A

Level 1:

Sonicwall Firewall @ City Hall

Watchguard Firewall @ PD/FD

All Network Switches

1 Server @ Police Dept

1 Server @ City Hall

1 Server @ CCSO

VPN from Police to CCSO

Wi-Fi @ City Hall

Network Wiring

Wi-Fi @ Fire

Consumer Router @ Water

Consumer Router @ Town Hall

Level 2:

5 Laptop PCs @ City Hall

4 Desktops at Police

1 Laptop @ Water Plant

2 Desktops at Fire

4 Laptops @ Police

Library PC's and Laptops

2 PC's @ Public Works

Library Camera System

1 PC @ Cubby Park

2 PC's @ Parks and Rec

2 Laptops @ Town Hall



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Resolution 2024-66 - Approving the Workers' Compensation proposal with Iowa Municipalities Workers' Compensation Association (IMWCA).

PREPARED BY: Heidi Van Auken, Finance Officer
--

DATE: June 12, 2024

SUMMARY:

This is the City's insurance company for Worker's Compensation. The estimated coverage premium is \$34,566 for FY24 (July 1, 2024 to June 30, 2025).

RESOLUTION 2024-66

**A RESOLUTION APPROVING THE WORKERS' COMPENSATION PROPOSAL
WITH IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION
(IMWCA) FOR FISCAL YEAR 2025.**

WHEREAS, the City of West Branch, Iowa received an insurance renewal quote from the Iowa Municipalities Workers' Compensation Association (IMWCA); and

WHEREAS, after reviewing the insurance renewal quote, the City Council has decided to accept the quote of IMWCA, effective July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the insurance renewal with IMWCA is hereby approved.

PASSED AND APPROVED this 17th day of June, 2024.

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk

West Branch (0851)
Estimated Premium Schedule as of 5/8/2024
Policy Period: 7/1/2024-7/1/2025

Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	5.6%	133,000	7,448	5,586	4,692
7520	Waterworks Operations & Driver	2.31%	63,000	1,455	1,091	916
7580	Sewage Disposal Plant Operation	2.11%	20,765	438	328	276
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	4.12%	6,494	268	201	169
7711	Volunteer Firefighters & Drivers	42.51%	65,260	27,742	20,806	17,477
7720	Police Officers & Drivers	2.55%	437,067	11,145	8,359	7,022
8380	Automobile - All Others	2.38%	46,201	1,100	825	693
8810	Clerical Office Employees - NO	0.17%	457,151	777	583	490
8810V	Elected or Appointed Officials	0.17%	15,980	27	20	17
9015	Building Maintenance - Operation	2.39%	22,135	529	397	333
9101	Public Library/Museums - Maint	3.9%	834	33	25	21
9102	Parks NOC - All Employees	2.6%	60,000	1,560	1,170	983
9220	Cemetery Operations & Drivers	4.44%	20,256	899	674	566
9402	Street Cleaning & Drivers	3.63%	7,963	289	217	182
9410	Municipal Employees	1.97%	20,025	394	296	249
Totals:			1,376,131	54,104	40,578	34,086

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 2,029	5%
Loss Experience Credit:	\$ 0	0%
Large Premium Discount:	\$ 4,464	11%
Total Discount:	\$ 6,492	16%

Workers' Compensation Premium Calculation

Pure Premium:	\$ 54,104
Experience Modification Factor: X	.75
Modified Premium:	\$ 40,578
IMWCA Discount Amount: -	\$ 6,492
Discounted Premium:	\$ 34,086
Expense Constant: +	\$ 160
Annual Premium:	\$ 34,246
Total Premium:	\$ 34,246

Other Coverage

Non-Statutory Medical Coverage

Rate: \$10/Volunteer, Minimum Premium \$100

Estimated Number of Volunteers 32 Rate: 10 Premium: 320

Non-Stat. Vol. Premium: 320

Minimum Premium: 320

Total Estimated Coverage Premium: \$ 34,566

This is not an invoice.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Resolution 2024-67 - Authorizing the Transfer of Funds.

PREPARED BY: Heidi Van Auken, Finance Officer
--

DATE: June 10, 2024

SUMMARY:

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

The budgeted transfers include moving funds to Debt Service to meet our debt payment at the end of May and moving funds from the Emergency Tax Fund to the General Fund, and paying off a TIF inter-fund loan for the Heritage Hill project, and the Library's fiscal year budget transfer.

RESOLUTION 2024-67

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

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

T/O	Emergency Tax Fund	119	\$ 42,822	Transfer from Emergency Tax Fund-Budgeted
T/I	General Fund	001	\$ 42,822	Transfer from Emergency Tax Fund-Budgeted
T/O	Water Fund	600	\$ 69,543	Transfer from Water Fund to Debt Service-Budgeted
T/I	Debt Service	226	\$ 69,543	Bond Series 2013
T/O	Sewer Fund	610	\$ 69,543	Transfer from Sewer Fund to Debt Service-Budgeted
T/I	Debt Service	226	\$ 69,543	Bond Series 2013
T/O	Local Option Sales Tax	121	\$ 22,825	Transfer from LOST to Debt Service-Budgeted
T/I	Debt Service	226	\$ 22,825	Bond Series 2016A
T/O	TIF	125	\$ 26,795	Transfer from TIF to Debt Service-Budgeted
T/I	Debt Service	226	\$ 26,795	Bond Series 2016A
T/O	TIF	125	\$ 54,350	Transfer from TIF to Debt Service-Budgeted
T/I	Debt Service	226	\$ 54,350	Bond Series 2016B
T/O	Local Option Sales Tax	121	\$ 215,375	Transfer from LOST to Debt Service-Budgeted
T/I	Debt Service	226	\$ 215,375	Bond Series 2017
T/O	TIF	125	\$ 150,128	Transfer from TIF to Debt Service-Budgeted
T/I	Debt Service	226	\$ 150,128	Bond Series 2017
T/O	TIF	125	\$ 40,300	Transfer from TIF to Debt Service-Budgeted
T/I	Debt Service	226	\$ 40,300	Bond Series 2023
T/O	Water Fund	600	\$ 79,605	Transfer from Water Fund to Debt Service-Budgeted
T/I	Debt Service	226	\$ 79,605	Bond Series 2023
T/O	TIF	125	\$ 150,000	Transfer from TIF to General Fund
T/I	Heritage Hill Project	312	\$ 150,000	Repayment of Interfund Transfer to Heritage Hill Project- Budgeted
T/O	General Fund	001	\$ 199,791	Transfer from General to Library-Budgeted
T/I	Library	031	\$ 199,791	FY24 Library Budget-Budgeted
T/O	Water Fund	600	\$ 61,833	Transfer from Water Fund to Water Sinking Fund-Budgeted
T/I	Water Sinking Fund	603	\$ 61,833	SRF Loan Transfer -Budgeted
T/O	Sewer Fund	610	\$ 514,852	Transfer from Sewer Fund to Sewer Fund Special-Budgeted
T/I	Sewer Fund Special	611	\$ 514,852	SRF Loan Transfer -Budgeted

PASSED AND APPROVED this 17th day of June, 2024

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

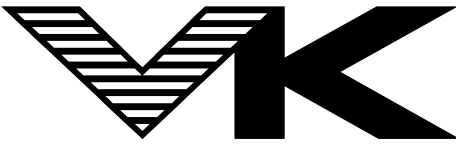
AGENDA ITEM: Resolution 2024-68- Approving Pay Estimate Number 19 in the amount of \$42,132.03 to Boomerang Corp. for the Wastewater Treatment Facility Improvements Project.
PREPARED BY: City Clerk, Leslie Brick
DATE: June 13, 2024

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	\$522,618.05	2023-45	May 1, 2023
9	\$468,052.07	2023-62	June 5, 2023
10	\$476,187.40	2023-76	July 17, 2023
11	\$282,084.55	2023-97	September 5, 2023
12	\$734,586.93	2023-110	October 16, 2023
13	\$517,877.30	2023-123	November 20, 2023
14	\$328,409.30	2023-133	December 18, 2023
15	\$127,157.50	2024-05	January 16, 2024
16	\$62,781.19	2024-13	February 20, 2024
17	\$519,910.77	2024-33	April 15, 2024
18	\$404,796.93	2024-52	May 20, 2024
	\$8,285,272.60		



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. 18 & 19

**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. 18 Total Completed	Monthly Work Completed	Quantity Completed	Pay Est. No. 19 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	\$ 95,000.00		95%	\$ 95,000.00
1.3	Mobilization	\$ 230,000.00	\$ 218,500.00	\$ 6,900.00	98%	\$ 225,400.00
1.4	Toilets/Dumpster/Etc	\$ 5,200.00	\$ 4,940.08		95%	\$ 4,940.08
1.5	Testing	\$ 15,000.00	\$ 14,250.50	\$ 749.50	100%	\$ 15,000.00
1.6	Survey	\$ 40,000.00	\$ 40,000.00		100%	\$ 40,000.00
1.7	SWPPP Prep./Maint./Inspection	\$ 20,000.00	\$ 20,000.00		100%	\$ 20,000.00
2.1	Fence Removal	\$ 2,500.00	\$ 2,500.00		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	\$ 22,500.00	\$ 2,500.00	100%	\$ 25,000.00
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	\$ 73,000.00	\$ 2,000.00	100%	\$ 75,000.00
2.8	Synthetic Lining system Cell #2A, 2B	\$ 75,000.00	\$ 73,000.00	\$ 2,000.00	100%	\$ 75,000.00
2.9	Buried Piping Materials	\$ 950,000.00	\$ 950,000.00		100%	\$ 950,000.00
2.10	Buried Piping Labor	\$ 475,000.00	\$ 475,000.00		100%	\$ 475,000.00
2.11	Wire Fence	\$ 35,000.00	\$ 35,000.00		100%	\$ 35,000.00
2.12	Seeding/ Matting	\$ 45,000.00	\$ -	\$ 22,500.00	50%	\$ 22,500.00
2.13	Lagoon Construction Labor & Equip.	\$ 625,000.00	\$ 625,000.00		100%	\$ 625,000.00
2.14	Strip/Respread Topsoil	\$ 60,000.00	\$ 57,000.00		95%	\$ 57,000.00
3.1	Reinforcing Materials	\$ 180,000.00	\$ 180,000.00		100%	\$ 180,000.00
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	\$ 39,500.00		99%	\$ 39,500.00
3.5	Sampler Building Concrete Mat'ls	\$ 10,000.00	\$ 9,500.00		95%	\$ 9,500.00
3.6	UV Building Labor	\$ 125,000.00	\$ 124,400.00		100%	\$ 124,400.00
3.7	UV Building Materials	\$ 45,000.00	\$ 44,500.00		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	\$ 60,000.00		100%	\$ 60,000.00
3.11	SAGR Control #1 Materials	\$ 30,000.00	\$ 30,000.00		100%	\$ 30,000.00
3.12	SAGR Control #2 Labor	\$ 40,000.00	\$ 40,000.00		100%	\$ 40,000.00
3.13	SAGR Control #2 Materials	\$ 20,000.00	\$ 20,000.00		100%	\$ 20,000.00
3.14	SAGR Control #3 Labor	\$ 60,000.00	\$ 60,000.00		100%	\$ 60,000.00
3.15	SAGR Control #3 Materials	\$ 30,000.00	\$ 30,000.00		100%	\$ 30,000.00
3.16	SAGR control #4 Labor	\$ 40,000.00	\$ 40,000.00		100%	\$ 40,000.00
3.17	SAGR control #4 Materials	\$ 20,000.00	\$ 20,000.00		100%	\$ 20,000.00
3.18	UV Building Labor	\$ 90,000.00	\$ 90,000.00		100%	\$ 90,000.00
3.19	UV Materials	\$ 45,000.00	\$ 45,000.00		100%	\$ 45,000.00
3.20	Gen. Pad/Misc. Concrete/Pads L&M	\$ 15,000.00	\$ 15,000.00		100%	\$ 15,000.00

	Description	Extended Price	Pay Est. No. 18 Total Completed	Monthly Work Completed	Quantity Completed	Pay Est. No. 19 Total Completed
4.1	Masonry Materials	\$ 50,000.00	\$ 50,000.00		100%	\$ 50,000.00
4.2	Masonry Labor	\$ 100,000.00	\$ 100,000.00		100%	\$ 100,000.00
4.3	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
5.1	Structure Embeds Materials	\$ 65,000.00	\$ 65,000.00		100%	\$ 65,000.00
5.2	Grating Materials & Labor	\$ 50,000.00	\$ 45,000.00		90%	\$ 45,000.00
5.3	Handrail Labor & Materials	\$ 45,000.00	\$ 35,000.00		78%	\$ 35,000.00
5.4	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
6.1	UV Building Materials	\$ 25,000.00	\$ 25,000.00		100%	\$ 25,000.00
6.2	UV Building Labor	\$ 50,000.00	\$ 50,000.00		100%	\$ 50,000.00
6.3	Sampler Building Materials	\$ 15,000.00	\$ 15,000.00		100%	\$ 15,000.00
6.4	Sampler Building Labor	\$ 20,000.00	\$ 20,000.00		100%	\$ 20,000.00
6.5	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
7.1	UV Building Insulation	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
7.2	Sampler Building Insulation	\$ 2,000.00	\$ 2,000.00		100%	\$ 2,000.00
7.3	UV Building Metal Roof Panels L&M	\$ 20,000.00	\$ 20,000.00		100%	\$ 20,000.00
7.4	Samp. Bldg Metal Roof Panels L&M	\$ 10,000.00	\$ 10,000.00		100%	\$ 10,000.00
7.5	UV Building Metal Wall Panels L&M	\$ 10,000.00	\$ 10,000.00		100%	\$ 10,000.00
7.6	Samp. Bldg Metal Wall Panels L&M	\$ 7,500.00	\$ 7,500.00		100%	\$ 7,500.00
7.7	Gutters & Downspouts L&M	\$ 3,000.00	\$ 3,000.00		100%	\$ 3,000.00
7.8	Joint Sealants Labor & Materials	\$ 7,500.00	\$ 5,000.00		67%	\$ 5,000.00
7.9	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
8.1	Steel Doors, Frames & Hdwe Mat'ls	\$ 20,000.00	\$ 20,000.00		100%	\$ 20,000.00
8.2	Steel Doors Frames & Hdwe Labor	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
8.3	Coiling /Overhead Door L&M	\$ 25,000.00	\$ 25,000.00		100%	\$ 25,000.00
8.4	Access Hatches Labor & Materials	\$ 2,500.00	\$ 2,500.00		100%	\$ 2,500.00
8.5	Glazing	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
8.6	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
9.1	Painting Labor & Materials	\$ 25,000.00	\$ 22,500.00	\$ 2,500.00	100%	\$ 25,000.00
9.2	Gypsum Board Labor & Materials	\$ 35,000.00	\$ 35,000.00		100%	\$ 35,000.00
9.3	Submittals	\$ 1,000.00	\$ 1,000.00		100%	\$ 1,000.00
10.1	Fire Extinguisher	\$ 300.00				
11.1	Sluice Gates Installation	\$ 80,000.00	\$ 80,000.00		100%	\$ 80,000.00
11.2	Sluice Gates Materials	\$ 200,000.00	\$ 200,000.00		100%	\$ 200,000.00
11.3	Primary SAGR Sac. Walls Mat'ls	\$ 50,000.00	\$ 50,000.00		100%	\$ 50,000.00
11.4	Secondary SAGR Sac. Wall Mat'ls	\$ 50,000.00	\$ 50,000.00		100%	\$ 50,000.00
11.5	Primary SAGR Walls Labor	\$ 75,000.00	\$ 75,000.00		100%	\$ 75,000.00
11.6	Secondary SAGR Walls Labor	\$ 75,000.00	\$ 75,000.00		100%	\$ 75,000.00
11.7	Primary SAGR Aggregate L&M	\$ 400,000.00	\$ 400,000.00		100%	\$ 400,000.00
11.8	Secondary SAGR Aggregate L&M	\$ 400,000.00	\$ 400,000.00		100%	\$ 400,000.00
11.9	Mulch Labor & Materials	\$ 60,000.00	\$ 60,000.00		100%	\$ 60,000.00
11.10	Fine grade for Liners L&M	\$ 60,000.00	\$ 60,000.00		100%	\$ 60,000.00
11.11	Inter SAGR piping Materials	\$ 50,000.00	\$ 50,000.00		100%	\$ 50,000.00
11.12	Inter SAGR Piping Labor	\$ 100,000.00	\$ 100,000.00		100%	\$ 100,000.00
11.13	Nexom Blower/Aeration Equip. Mat'ls	\$ 738,000.00	\$ 738,000.00		100%	\$ 738,000.00
11.14	Blower/Aeration Equipment Labor	\$ 250,000.00	\$ 245,000.00		98%	\$ 245,000.00
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	\$ 12,000.00		100%	\$ 12,000.00
11.17	UV Equipment Materials	\$ 225,000.00	\$ 220,000.00		98%	\$ 220,000.00
11.18	UV Equipment Labor	\$ 92,000.00	\$ 92,000.00		100%	\$ 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	\$ 45,000.00		90%	\$ 45,000.00
11.21	Pumps Labor	\$ 10,000.00	\$ 9,000.00		90%	\$ 9,000.00
11.22	Submittals UV/NEXOM/ sampler	\$ 15,000.00	\$ 15,000.00		100%	\$ 15,000.00

	Description	Extended Price	Pay Est. No. 18 Total Completed	Monthly Work Completed	Quantity Completed	Pay Est. No. 19 Total Completed
12.1	Laboratory Casework Materials	\$ 20,000.00	\$ 20,000.00		100%	\$ 20,000.00
12.2	Laboratory Casework Labor	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
12.3	Submittals	\$ 1,000.00	\$ 1,000.00		100%	\$ 1,000.00
13.1	Process Piping Labor & Materials	\$ 275,000.00	\$ 275,000.00		100%	\$ 275,000.00
13.2	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
14.1	Hoists Equipment Materials	\$ 25,000.00	\$ 25,000.00		100%	\$ 25,000.00
14.2	Hoists Equipment Labor	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
14.3	Submittals	\$ 1,000.00	\$ 1,000.00		100%	\$ 1,000.00
15.1	HVAC Materials	\$ 75,000.00	\$ 73,000.00	\$ 2,000.00	100%	\$ 75,000.00
15.2	HVAC Labor	\$ 9,000.00	\$ 8,550.00	\$ 450.00	100%	\$ 9,000.00
15.3	Plumbing Materials	\$ 50,000.00	\$ 48,000.00	\$ 2,000.00	100%	\$ 50,000.00
15.4	Plumbing Labor	\$ 15,000.00	\$ 14,250.00	\$ 750.00	100%	\$ 15,000.00
15.5	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
16.1	Generator & Transfer Switch Material	\$ 65,000.00	\$ 65,000.00		100%	\$ 65,000.00
16.2	Generator & Transfer Switch Labor	\$ 45,000.00	\$ 40,000.00		89%	\$ 40,000.00
16.3	Electrical Materials	\$ 115,000.00	\$ 112,000.00		97%	\$ 112,000.00
16.4	Electrical Labor	\$ 65,000.00	\$ 63,000.00		97%	\$ 63,000.00
16.5	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
17.1	Process Control & Instrument L&M	\$ 160,000.00	\$ 144,000.00		90%	\$ 144,000.00
17.2	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
Contract Price:		\$ 8,837,000.00	\$ 8,695,390.58	\$ 44,349.50	99%	\$ 8,739,740.08

MATERIALS STORED SUMMARY				
	Description	# of Units	Pay Est. 18	Pay Est. 19
Total				\$ -

SUMMARY

		Total Approved	Total Completed
	Contract Price	\$ 8,837,000.00	Pay Est. 19
Approved Change Order (list each)	Change Order No. 1	\$ 6,687.10	\$ 6,687.10
	Change Order No. 2	\$ 19,261.90	\$ 19,261.90
		Revised Contract Price	\$ 8,862,949.00

Stored \$ -

Total Earned \$ 8,765,689.08

Retainage (5%) \$ 438,284.45

Total Earned Less Retainage \$ 8,327,404.63

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	
	Pay Estimate No. 9	\$ 468,052.07	
	Pay Estimate No. 10	\$ 476,187.40	
	Pay Estimate No. 11	\$ 282,084.55	
	Pay Estimate No. 12	\$ 734,586.93	
	Pay Estimate No. 13	\$ 517,877.30	
	Pay Estimate No. 14	\$ 328,409.30	
	Pay Estimate No. 15	\$ 127,157.50	
	Pay Estimate No. 16	\$ 62,781.19	
	Pay Estimate No. 17	\$ 519,910.77	
	Pay Estimate No. 18	\$ 404,796.93	

Total Previously Approved \$ 8,285,272.60

Percent Complete 99%

Amount Due This Request \$ 42,132.03

The amount \$42,132.03 is recommended for approval for payment in accordance with the terms of the contract.

RESOLUTION 2024-68

A RESOLUTION APPROVING PAY ESTIMATE NUMBER 19 IN THE AMOUNT OF \$42,132.03 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 Estimates Number 1 through 18 in the amount of \$8,285,272.60 to Boomerang Corp. of Anamosa, IA to date; and

WHEREAS, it is now necessary for the City Council to accept Pay Estimate Number 19 in the amount of \$42,132.03.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that Pay Estimate Number 19 in the amount of \$42,132.03 to Boomerang Corp. of Anamosa, IA is approved.

Passed and approved this 17th day of June, 2024.

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

June 12, 2024

PAY ESTIMATE NO. 19
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 May 1, 2024 - May 31, 2024

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	Bonds/Permits/Insurance	LS	XXXXX	XXXXX	\$ 155,000.00	100%	\$ 155,000.00
1.2	Administration/Project Management	LS	XXXXX	XXXXX	\$ 100,000.00	95%	\$ 95,000.00
1.3	Mobilization	LS	XXXXX	XXXXX	\$ 230,000.00	98%	\$ 225,400.00
1.4	Toilets/Dumpster/Etc	LS	XXXXX	XXXXX	\$ 5,200.00	95%	\$ 4,940.08
1.5	Testing	LS	XXXXX	XXXXX	\$ 15,000.00	100%	\$ 15,000.00
1.6	Survey	LS	XXXXX	XXXXX	\$ 40,000.00	100%	\$ 40,000.00
1.7	SWPPP Prep./Maint./Inspection	LS	XXXXX	XXXXX	\$ 20,000.00	100%	\$ 20,000.00
2.1	Fence Removal	LS	XXXXX	XXXXX	\$ 2,500.00	100%	\$ 2,500.00
2.2	Silt Fence	LS	XXXXX	XXXXX	\$ 12,500.00	100%	\$ 12,500.00
2.3	Clear & Grub	LS	XXXXX	XXXXX	\$ 45,000.00	100%	\$ 45,000.00
2.4	Demo Piping/ Aeration/ Manholes	LS	XXXXX	XXXXX	\$ 25,000.00	100%	\$ 25,000.00
2.5	Sludge Removal Cell #2	LS	XXXXX	XXXXX	\$ 170,000.00	100%	\$ 170,000.00
2.6	Sludge Removal Cell #3	LS	XXXXX	XXXXX	\$ 95,000.00	100%	\$ 95,000.00
2.7	Synthetic Lining System Cell #1A, 1B	LS	XXXXX	XXXXX	\$ 75,000.00	100%	\$ 75,000.00
2.8	Synthetic Lining system Cell #2A, 2B	LS	XXXXX	XXXXX	\$ 75,000.00	100%	\$ 75,000.00
2.9	Buried Piping Materials	LS	XXXXX	XXXXX	\$ 950,000.00	100%	\$ 950,000.00
2.10	Buried Piping Labor	LS	XXXXX	XXXXX	\$ 475,000.00	100%	\$ 475,000.00
2.11	Wire Fence	LS	XXXXX	XXXXX	\$ 35,000.00	100%	\$ 35,000.00
2.12	Seeding/ Matting	LS	XXXXX	XXXXX	\$ 45,000.00	50%	\$ 22,500.00
2.13	Lagoon Construction Labor & Equip.	LS	XXXXX	XXXXX	\$ 625,000.00	100%	\$ 625,000.00
2.14	Strip/Respread Topsoil	LS	XXXXX	XXXXX	\$ 60,000.00	95%	\$ 57,000.00
3.1	Reinforcing Materials	LS	XXXXX	XXXXX	\$ 180,000.00	100%	\$ 180,000.00
3.2	Reinforcing Submittals	LS	XXXXX	XXXXX	\$ 3,000.00	100%	\$ 3,000.00
3.3	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
3.4	Sampler Building Labor	LS	XXXXX	XXXXX	\$ 40,000.00	99%	\$ 39,500.00
3.5	Sampler Building Concrete Mat'ls	LS	XXXXX	XXXXX	\$ 10,000.00	95%	\$ 9,500.00
3.6	UV Building Labor	LS	XXXXX	XXXXX	\$ 125,000.00	100%	\$ 124,400.00
3.7	UV Building Materials	LS	XXXXX	XXXXX	\$ 45,000.00	99%	\$ 44,500.00
3.8	Effluent Flume Labor	LS	XXXXX	XXXXX	\$ 35,000.00	100%	\$ 35,000.00
3.9	Effluent Flume Materials	LS	XXXXX	XXXXX	\$ 10,000.00	100%	\$ 10,000.00
3.10	SAGR Control #1 Labor	LS	XXXXX	XXXXX	\$ 60,000.00	100%	\$ 60,000.00
3.11	SAGR Control #1 Materials	LS	XXXXX	XXXXX	\$ 30,000.00	100%	\$ 30,000.00
3.12	SAGR Control #2 Labor	LS	XXXXX	XXXXX	\$ 40,000.00	100%	\$ 40,000.00
3.13	SAGR Control #2 Materials	LS	XXXXX	XXXXX	\$ 20,000.00	100%	\$ 20,000.00
3.14	SAGR Control #3 Labor	LS	XXXXX	XXXXX	\$ 60,000.00	100%	\$ 60,000.00
3.15	SAGR Control #3 Materials	LS	XXXXX	XXXXX	\$ 30,000.00	100%	\$ 30,000.00
3.16	SAGR control #4 Labor	LS	XXXXX	XXXXX	\$ 40,000.00	100%	\$ 40,000.00
3.17	SAGR control #4 Materials	LS	XXXXX	XXXXX	\$ 20,000.00	100%	\$ 20,000.00
3.18	UV Building Labor	LS	XXXXX	XXXXX	\$ 90,000.00	100%	\$ 90,000.00
3.19	UV Materials	LS	XXXXX	XXXXX	\$ 45,000.00	100%	\$ 45,000.00
3.20	Gen. Pad/Misc. Concrete/Pads L&M	LS	XXXXX	XXXXX	\$ 15,000.00	100%	\$ 15,000.00

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
4.1	Masonry Materials	LS	XXXXX	XXXXX	\$ 50,000.00	100%	\$ 50,000.00
4.2	Masonry Labor	LS	XXXXX	XXXXX	\$ 100,000.00	100%	\$ 100,000.00
4.3	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
5.1	Structure Embeds Materials	LS	XXXXX	XXXXX	\$ 65,000.00	100%	\$ 65,000.00
5.2	Grating Materials & Labor	LS	XXXXX	XXXXX	\$ 50,000.00	90%	\$ 45,000.00
5.3	Handrail Labor & Materials	LS	XXXXX	XXXXX	\$ 45,000.00	78%	\$ 35,000.00
5.4	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
6.1	UV Building Materials	LS	XXXXX	XXXXX	\$ 25,000.00	100%	\$ 25,000.00
6.2	UV Building Labor	LS	XXXXX	XXXXX	\$ 50,000.00	100%	\$ 50,000.00
6.3	Sampler Building Materials	LS	XXXXX	XXXXX	\$ 15,000.00	100%	\$ 15,000.00
6.4	Sampler Building Labor	LS	XXXXX	XXXXX	\$ 20,000.00	100%	\$ 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	100%	\$ 5,000.00
7.2	Sampler Building Insulation	LS	XXXXX	XXXXX	\$ 2,000.00	100%	\$ 2,000.00
7.3	UV Building Metal Roof Panels L&M	LS	XXXXX	XXXXX	\$ 20,000.00	100%	\$ 20,000.00
7.4	Samp. Bldg Metal Roof Panels L&M	LS	XXXXX	XXXXX	\$ 10,000.00	100%	\$ 10,000.00
7.5	UV Building Metal Wall Panels L&M	LS	XXXXX	XXXXX	\$ 10,000.00	100%	\$ 10,000.00
7.6	Samp. Bldg Metal Wall Panels L&M	LS	XXXXX	XXXXX	\$ 7,500.00	100%	\$ 7,500.00
7.7	Gutters & Downspouts L&M	LS	XXXXX	XXXXX	\$ 3,000.00	100%	\$ 3,000.00
7.8	Joint Sealants Labor & Materials	LS	XXXXX	XXXXX	\$ 7,500.00	67%	\$ 5,000.00
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	100%	\$ 20,000.00
8.2	Steel Doors Frames & Hdwe Labor	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
8.3	Coiling /Overhead Door L&M	LS	XXXXX	XXXXX	\$ 25,000.00	100%	\$ 25,000.00
8.4	Access Hatches Labor & Materials	LS	XXXXX	XXXXX	\$ 2,500.00	100%	\$ 2,500.00
8.5	Glazing	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 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	100%	\$ 25,000.00
9.2	Gypsum Board Labor & Materials	LS	XXXXX	XXXXX	\$ 35,000.00	100%	\$ 35,000.00
9.3	Submittals	LS	XXXXX	XXXXX	\$ 1,000.00	100%	\$ 1,000.00
10.1	Fire Extinguisher	LS	XXXXX	XXXXX	\$ 300.00		
11.1	Sluice Gates Installation	LS	XXXXX	XXXXX	\$ 80,000.00	100%	\$ 80,000.00
11.2	Sluice Gates Materials	LS	XXXXX	XXXXX	\$ 200,000.00	100%	\$ 200,000.00
11.3	Primary SAGR Sac. Walls Mat'ls	LS	XXXXX	XXXXX	\$ 50,000.00	100%	\$ 50,000.00
11.4	Secondary SAGR Sac. Wall Mat'ls	LS	XXXXX	XXXXX	\$ 50,000.00	100%	\$ 50,000.00
11.5	Primary SAGR Walls Labor	LS	XXXXX	XXXXX	\$ 75,000.00	100%	\$ 75,000.00
11.6	Secondary SAGR Walls Labor	LS	XXXXX	XXXXX	\$ 75,000.00	100%	\$ 75,000.00
11.7	Primary SAGR Aggregate L&M	LS	XXXXX	XXXXX	\$ 400,000.00	100%	\$ 400,000.00
11.8	Secondary SAGR Aggregate L&M	LS	XXXXX	XXXXX	\$ 400,000.00	100%	\$ 400,000.00
11.9	Mulch Labor & Materials	LS	XXXXX	XXXXX	\$ 60,000.00	100%	\$ 60,000.00
11.10	Fine grade for Liners L&M	LS	XXXXX	XXXXX	\$ 60,000.00	100%	\$ 60,000.00
11.11	Inter SAGR piping Materials	LS	XXXXX	XXXXX	\$ 50,000.00	100%	\$ 50,000.00
11.12	Inter SAGR Piping Labor	LS	XXXXX	XXXXX	\$ 100,000.00	100%	\$ 100,000.00
11.13	Nexom Blower/Aeration Equip. Mat'ls	LS	XXXXX	XXXXX	\$ 738,000.00	100%	\$ 738,000.00
11.14	Blower/Aeration Equipment Labor	LS	XXXXX	XXXXX	\$ 250,000.00	98%	\$ 245,000.00
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	100%	\$ 12,000.00
11.17	UV Equipment Materials	LS	XXXXX	XXXXX	\$ 225,000.00	98%	\$ 220,000.00
11.18	UV Equipment Labor	LS	XXXXX	XXXXX	\$ 92,000.00	100%	\$ 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	90%	\$ 45,000.00
11.21	Pumps Labor	LS	XXXXX	XXXXX	\$ 10,000.00	90%	\$ 9,000.00
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	100%	\$ 20,000.00
12.2	Laboratory Casework Labor	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 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	100%	\$ 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	100%	\$ 25,000.00
14.2	Hoists Equipment Labor	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
14.3	Submittals	LS	XXXXX	XXXXX	\$ 1,000.00	100%	\$ 1,000.00
15.1	HVAC Materials	LS	XXXXX	XXXXX	\$ 75,000.00	100%	\$ 75,000.00
15.2	HVAC Labor	LS	XXXXX	XXXXX	\$ 9,000.00	100%	\$ 9,000.00
15.3	Plumbing Materials	LS	XXXXX	XXXXX	\$ 50,000.00	100%	\$ 50,000.00
15.4	Plumbing Labor	LS	XXXXX	XXXXX	\$ 15,000.00	100%	\$ 15,000.00
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	100%	\$ 65,000.00
16.2	Generator & Transfer Switch Labor	LS	XXXXX	XXXXX	\$ 45,000.00	89%	\$ 40,000.00
16.3	Electrical Materials	LS	XXXXX	XXXXX	\$ 115,000.00	97%	\$ 112,000.00
16.4	Electrical Labor	LS	XXXXX	XXXXX	\$ 65,000.00	97%	\$ 63,000.00
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	90%	\$ 144,000.00
17.2	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
Contract Price:					\$ 8,837,000.00		\$ 8,739,740.08

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

SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 8,837,000.00	\$ 8,739,740.08
Approved Change Order (list each)	Change Order No. 1	\$ 6,687.10	\$ 6,687.10
	Change Order No. 2	\$ 19,261.90	\$ 19,261.90
	Revised Contract Price	\$ 8,862,949.00	\$ 8,765,689.08

Stored \$ -
 Total Earned \$ 8,765,689.08
 Retainage (5%) \$ 438,284.45
 Total Earned Less Retainage \$ 8,327,404.63

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	
	Pay Estimate No. 9	\$ 468,052.07	
	Pay Estimate No. 10	\$ 476,187.40	
	Pay Estimate No. 11	\$ 282,084.55	
	Pay Estimate No. 12	\$ 734,586.93	
	Pay Estimate No. 13	\$ 517,877.30	
	Pay Estimate No. 14	\$ 328,409.30	
	Pay Estimate No. 15	\$ 127,157.50	
	Pay Estimate No. 16	\$ 62,781.19	
	Pay Estimate No. 17	\$ 519,910.77	
	Pay Estimate No. 18	\$ 404,796.93	

Total Previously Approved \$ 8,285,272.60
Amount Due This Request \$ 42,132.03

Percent Complete 99%

The amount \$42,132.03 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: [Signature]
 Name: [Name]
 Title: VP
 Date: 6/12/24

Signature: [Signature]
 Name: Emily Linebaugh
 Title: Engineer
 Date: June 12, 2024

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

RESOLUTION 2024-69

A RESOLUTION WAIVING THE RIGHT FOR FINAL PLAT REVIEW IN THE EXTRATERRITORIAL AREA FOR THE TIM CREW MINOR SUBDIVISION (WITH CONDITIONS)

WHEREAS, the Planning and Zoning Commission has unanimously approved the waiver of the final plat review for the Tim Crew Minor Subdivision located in the extraterritorial area; and

WHEREAS, the following conditions have been set forth by the Planning and Zoning Commission:

1. That each parcel owned by different property owners have designated easements.
2. If any future structures are built in allowed areas, they may do so at county standards, but if the city eventually annexes east of town, it would be the property owner's responsibility to bring it to city code at an agreeable date, if such an event occurs.
3. The parcels in question be split east and west to prevent creating lots that are partially in city limits and outside city limits.

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

SECTION 1. The City of West Branch hereby waives its right for final plat review in the extraterritorial area for the Tim Crew Minor Subdivision, subject to the conditions set forth by the Planning and Zoning Commission.

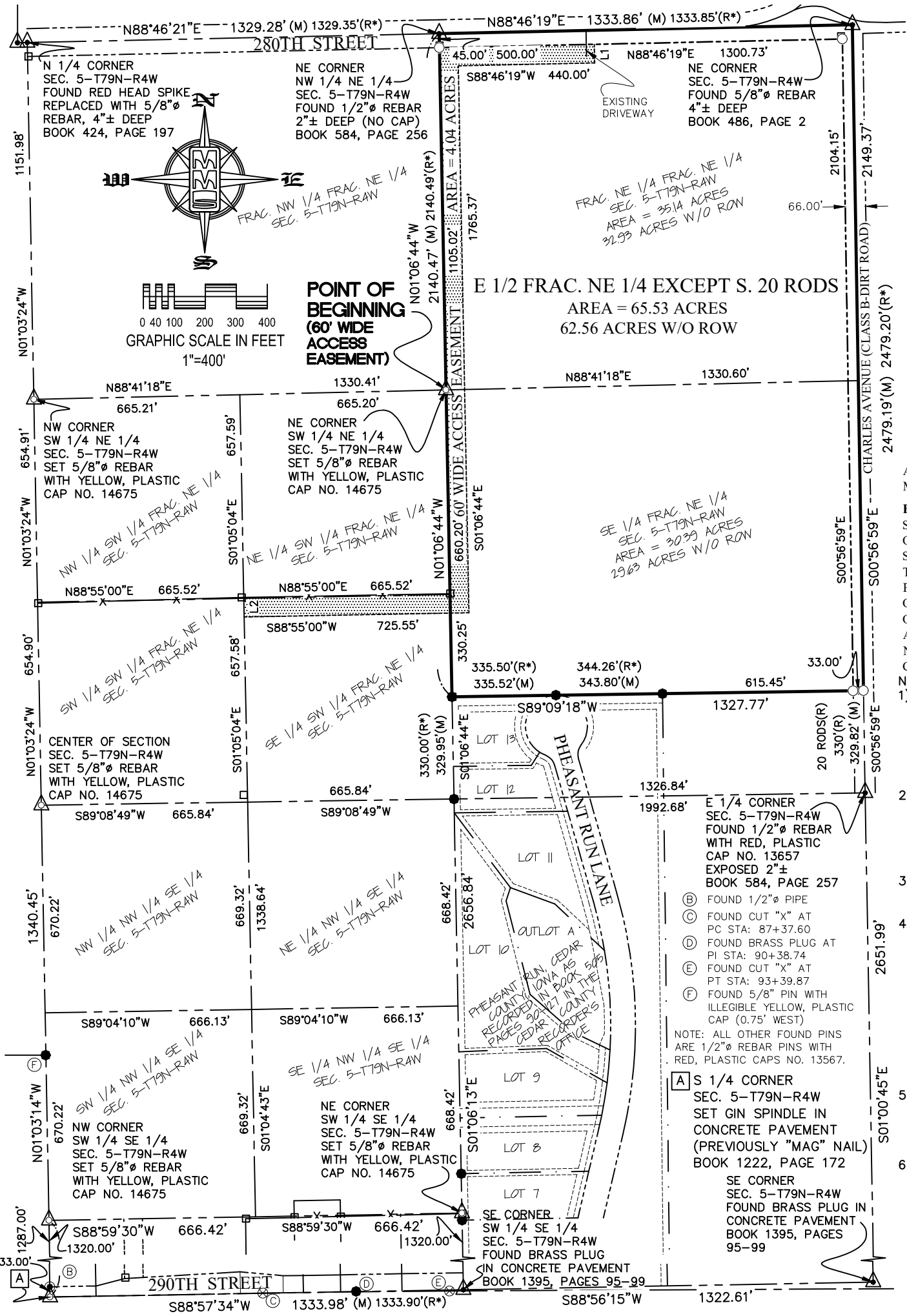
SECTION 2. The City Council directs the City Clerk to forward this resolution and a copy of the conditions to the appropriate county officials for their records.

SECTION 3. This resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 17th day of June, 2024.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, City Clerk



LOCATION: A PORTION OF THE E 1/2 OF THE FRAC. NE 1/4 OF SEC. 5-T79N-R4W OF THE 5TH P.M., CEDAR COUNTY, IOWA
LAND SURVEYOR, INCLUDING FIRM OR ORGANIZATION: MARK A. STEIN, P.L.S. MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282
SURVEY REQUESTED BY: TIMOTHY J. CREW
PROPRIETORS OR OWNERS: TIMOTHY J. CREW AND COLLEEN J. CREW
DATES OF THE SURVEY: MARCH 12 AND MARCH 13, 2024
DOCUMENT RETURN INFORMATION: LAND SURVEYOR

—PREPARED BY AND RETURN TO: MMS CONSULTANTS, INC. 1917 S. GILBERT ST. IOWA CITY, IOWA 52240 (319)351-8282

PLAT OF SURVEY (RETRACEMENT) DESCRIPTION

THE EAST HALF OF THE NORTHEAST QUARTER EXCEPT THE SOUTH 20 RODS OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA.

60 FOOT WIDE ACCESS EASEMENT

A PORTION OF THE FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH P.M., CEDAR COUNTY, IOWA; THENCE N01°06'44"W, ALONG THE WEST LINE OF EAST ONE-HALF OF THE FRACTIONAL NORTHEAST ONE-QUARTER OF SAID SECTION 5, A DISTANCE OF 1105.02 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 280TH STREET; THENCE N88°46'19"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 500.00 FEET; THENCE S01°06'44"E, 60.00 FEET; THENCE S88°46'19"W, 440.00 FEET; THENCE S01°06'44"E, 1765.37 FEET; THENCE S88°55'00"W, 725.55 FEET TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE FRACTIONAL NORTHEAST ONE-QUARTER OF SAID SECTION 5; THENCE N01°05'04"W, ALONG SAID WEST LINE, 60.00 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SOUTHWEST ONE-QUARTER OF THE FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 5; THENCE N88°55'00"E, ALONG SAID NORTH LINE, 665.52 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF THE EAST ONE-HALF OF THE FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 5; THENCE N01°06'44"W, ALONG SAID WEST LINE, 660.20 FEET TO THE **POINT OF BEGINNING**, CONTAINING 4.04 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

NOTES:

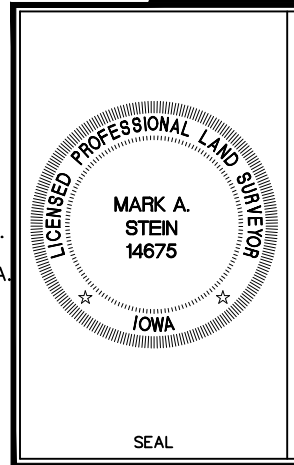
- BEARINGS ARE BASED ON THE IOWA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN) WITH DATUM NAD83(2011) EPOCH 2010.000. THE DISTANCES SHOWN ON THE PLAT ARE HORIZONTAL GROUND DISTANCES AND NOT GRID DISTANCES.
- SEE THE FINAL PLAT OF PHEASANT RUN, CEDAR COUNTY, IOWA AS RECORDED IN BOOK 505, PAGES 90-127 IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE FOR MORE DETAILED INFORMATION CONCERNING THE LOTS AND THE EASEMENTS.
- THE DISTANCES DENOTED AS (R*) WERE TAKEN FROM THE FINAL PLAT OF PHEASANT RUN, CEDAR COUNTY, IOWA AS NOTED IN #2 ABOVE.
- THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5-T80N-R4W OF THE 5TH P.M., CITY OF WEST BRANCH, CEDAR COUNTY, IOWA WAS MONUMENTED AND ESTABLISHED 1320' NORTHERLY OF THE SOUTH LINE OF SAID QUARTER-QUARTER TO HONOR A FENCE OF LONG STANDING, INSTEAD OF USING THE MIDPOINTS WHICH DEVIATED 10-15 FEET NORTHERLY OF THE FENCE LINE, IN AN EFFORT TO "NOT UNSETTLE THE SETTLED".
- THE S 1/4 CORNER OF SEC. 32-T80N-R4W IS A FOUND 3/4" PIN (REBAR) 31.56' WEST OF THE N 1/4 CORNER OF SEC. 5-T79N-R4W OF THE 5TH P.M., CEDAR COUNTY, IOWA. 290TH STREET IS ALSO KNOWN AS MAIN STREET IN WEST BRANCH, IOWA.

LEGEND AND NOTES

	- CONGRESSIONAL CORNER, FOUND
	- CONGRESSIONAL CORNER, REESTABLISHED
	- FENCE CORNER / FENCE POST
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNERS SET (5/8" REBAR PINS WITH YELLOW, PLASTIC CAPS EMBOSSED WITH "MMS 14675")
	- FENCE LINE(S)
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, INTERNAL
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WIDTH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER

(R)
(M)
C22-1

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

MARK A. STEIN
P.L.S. Iowa Lic. No. 14675
My license renewal date is December 31, 20____.

Pages or sheets covered by this seal:

Line Table		
Line #	Direction	Length
L1	S01°06'44"E	60.00'
L2	N01°05'04"W	60.00'



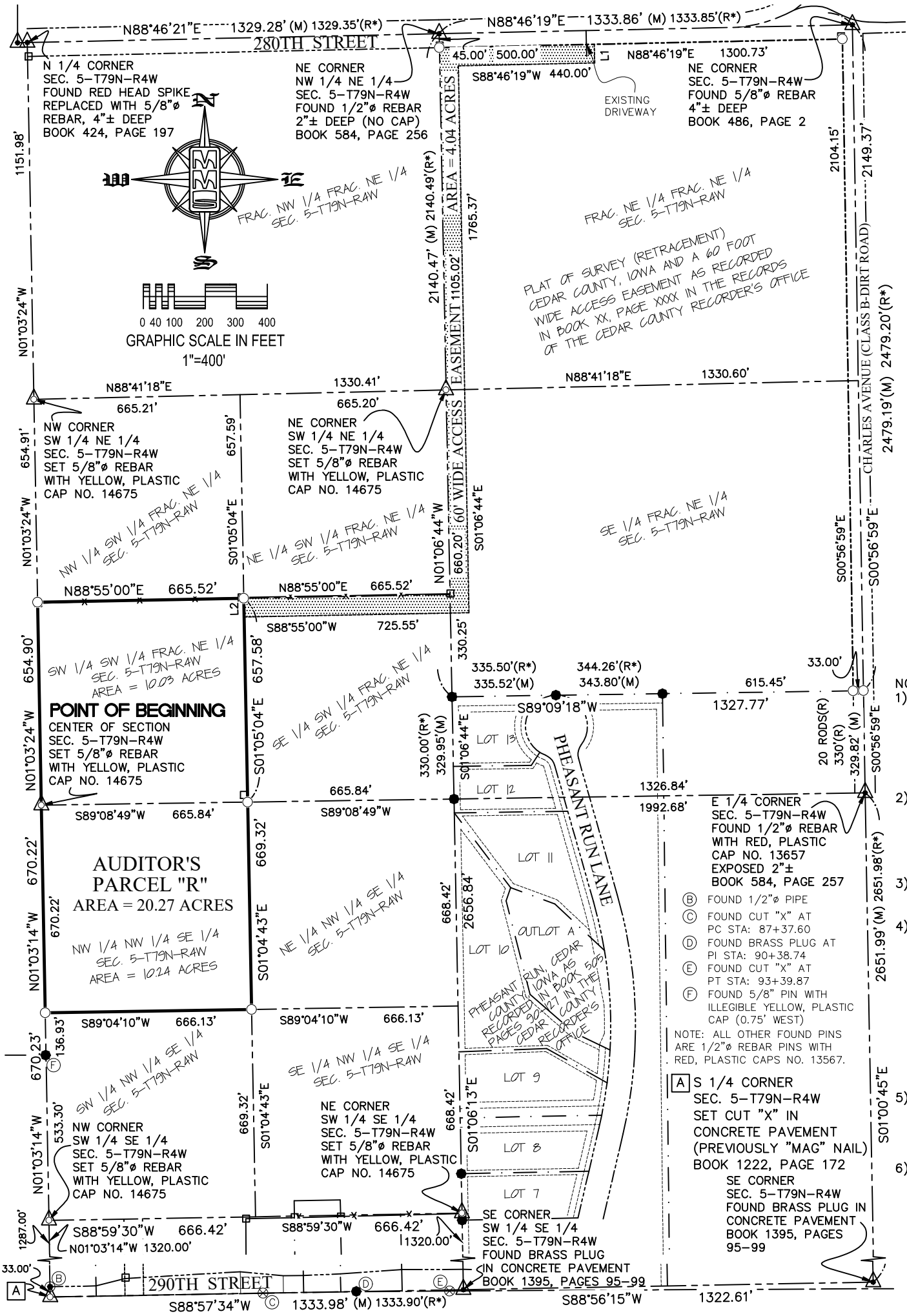
Date	Revision

PLAT OF SURVEY (RETRACEMENT)

A PORTION OF THE E 1/2 OF THE FRAC. NE 1/4 OF THE 5TH P.M., CEDAR COUNTY, IOWA

MMS CONSULTANTS, INC.

Date:	3/20/2024
Surveyed by:	JRD
Field Book No:	1388
Drawn by:	MAS
Scale:	1" = 400'
Checked by:	GDM, MAS
Sheet No:	1
Project No:	11919-001
of:	1



—PREPARED BY AND RETURN TO: MMS CONSULTANTS, INC. 1917 S. GILBERT ST. IOWA CITY, IOWA 52240 (319)351-8282

**PLAT OF SURVEY
AUDITOR'S PARCEL "R"**
CEDAR COUNTY, IOWA

DESCRIPTION

THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE FRACTIONAL NORTHEAST ONE-QUARTER AND THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AUDITOR'S PARCEL "R"

BEGINNING AT THE CENTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°03'24"W, ALONG THE WEST LINE OF THE FRACTIONAL NORTHEAST ONE-QUARTER, 654.90 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE FRACTIONAL NORTHEAST ONE-QUARTER OF SAID SECTION 5; THENCE N88°55'00"E, ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE FRACTIONAL NORTHEAST ONE-QUARTER, 665.52 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S01°05'04"E, ALONG THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE FRACTIONAL NORTHEAST ONE-QUARTER, 657.58 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S01°04'43"E, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5, A DISTANCE OF 669.32 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S89°04'10"W, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, A DISTANCE OF 666.13 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N01°03'14"W, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, A DISTANCE OF 670.22 FEET TO THE **POINT OF BEGINNING**, CONTAINING 20.27 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

NOTES:

- BEARINGS ARE BASED ON THE IOWA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN) WITH DATUM NAD83(2011) EPOCH 2010.000. THE DISTANCES SHOWN ON THE PLAT ARE HORIZONTAL GROUND DISTANCES AND NOT GRID DISTANCES.
- SEE THE FINAL PLAT OF PHEASANT RUN, CEDAR COUNTY, IOWA AS RECORDED IN BOOK 505, PAGES 90-127 IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE FOR MORE DETAILED INFORMATION CONCERNING THE LOTS AND THE EASEMENTS.
- THE DISTANCES DENOTED AS (R*) WERE TAKEN FROM THE FINAL PLAT OF PHEASANT RUN, CEDAR COUNTY, IOWA AS NOTED IN #2 ABOVE.
- THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5-T80N-R4W OF THE 5TH P.M., CITY OF WEST BRANCH, CEDAR COUNTY, IOWA WAS MONUMENTED AND ESTABLISHED 1320' NORTHERLY OF THE SOUTH LINE OF SAID QUARTER-QUARTER TO HONOR A FENCE OF LONG STANDING, INSTEAD OF USING THE MIDPOINTS WHICH DEVIATED 10-15 FEET NORTHERLY OF THE FENCE LINE, IN AN EFFORT TO "NOT UNSETTLE THE SETTLED".
- THE S 1/4 CORNER OF SEC. 32-T80N-R4W IS A FOUND 3/4" PIN (REBAR) 31.56' WEST OF THE N 1/4 CORNER OF SEC. 5-T79N-R4W OF THE 5TH P.M., CEDAR COUNTY, IOWA.
- 290TH STREET IS ALSO KNOWN AS MAIN STREET IN WEST BRANCH, IOWA.

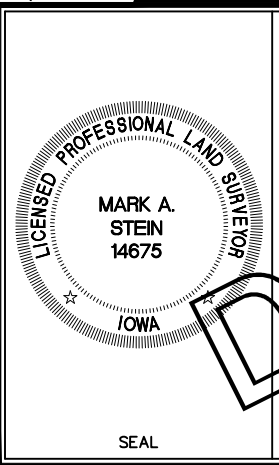
- (B) FOUND 1/2" PIPE
 - (C) FOUND CUT "X" AT PC STA: 87+37.60
 - (D) FOUND BRASS PLUG AT PI STA: 90+38.74
 - (E) FOUND CUT "X" AT PT STA: 93+39.87
 - (F) FOUND 5/8" PIN WITH ILLEGIBLE YELLOW, PLASTIC CAP (0.75' WEST)
- NOTE: ALL OTHER FOUND PINS ARE 1/2" REBAR PINS WITH RED, PLASTIC CAPS NO. 13567.
- (A) S 1/4 CORNER SEC. 5-T79N-R4W SET CUT "X" IN CONCRETE PAVEMENT (PREVIOUSLY "MAG" NAIL) BOOK 1222, PAGE 172
 - SE CORNER SEC. 5-T79N-R4W FOUND BRASS PLUG IN CONCRETE PAVEMENT BOOK 1395, PAGES 95-99

LEGEND AND NOTES

	- CONGRESSIONAL CORNER, FOUND
	- CONGRESSIONAL CORNER, REESTABLISHED
	- FENCE CORNER / FENCE POST
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNERS SET (5/8" REBAR PINS WITH YELLOW, PLASTIC CAPS EMBOSSED WITH "MMS 14675")
	- FENCE LINE(S)
	- PROPERTY &/OR BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, INTERNAL
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WIDTH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER

(R)
(M)
C22-1

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

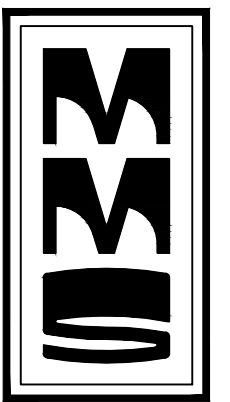
MARK A. STEIN
P.L.S. Iowa Lic. No. 14675

My license renewal date is December 31, 20____.

Pages of sheets covered by this seal: _____

Line Table		
Line #	Direction	Length
L1	S1°06'44"E	60.00'
L2	N1°05'04"W	60.00'

LOCATION: THE SW 1/4 OF THE SW 1/4 OF THE FRAC. NE 1/4 AND THE NW 1/4 OF THE NW 1/4 OF THE SE 1/4 ALL IN SEC. 5-T79N-R4W OF THE 5TH P.M., CEDAR COUNTY, IOWA
LAND SURVEYOR, INCLUDING FIRM OR ORGANIZATION: MARK A. STEIN, P.L.S. MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282
SURVEY REQUESTED BY: TIMOTHY J. CREW
PROPRIETORS OR OWNERS: TIMOTHY J. CREW AND COLLEEN J. CREW
DATES OF THE SURVEY: MARCH 12 AND MARCH 13, 2024
DOCUMENT RETURN INFORMATION: LAND SURVEYOR



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

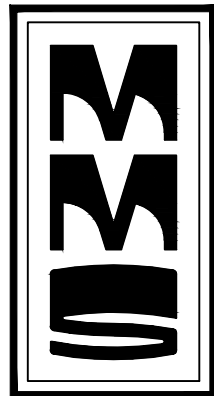
Date	Revision

**PLAT OF SURVEY
AUDITOR'S PARCEL "R"**

THE SW 1/4 OF THE SW 1/4 OF THE FRAC. NE 1/4 AND THE NW 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SEC. 5 T79N-R4W OF THE 5TH P.M., CEDAR COUNTY, IOWA

MMS CONSULTANTS, INC.

Date:	3/20/2024
Surveyed by:	JRD
Field Book No:	1388
Drawn by:	MAS
Scale:	1" = 400'
Checked by:	GDM, MAS
Sheet No:	1
Project No:	11919-001
of:	1



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

Date	Revision

PLAT OF SURVEY AUDITOR'S PARCEL "S"

THE SW 1/4 OF THE
NW 1/4 OF THE SE 1/4
OF SEC. 5-T79N-R4W OF THE
5TH P.M., CITY OF WEST BRANCH,
CEDAR COUNTY, IOWA

MMS CONSULTANTS, INC.

Date: 3/29/2024

Surveyed by:	JRD	Field Book No:	1388
Drawn by:	MAS	Scale:	1" = 200'
Checked by:	GDM, MAS	Sheet No:	1
Project No:	11919-001	of:	1

LOCATION:
THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 5-T79N-R4W OF THE 5TH P.M., CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

LAND SURVEYOR, INCLUDING FIRM OR ORGANIZATION:
MARK A. STEIN, P.L.S.
MMS CONSULTANTS, INC.
1917 SOUTH GILBERT STREET
IOWA CITY, IOWA, 52240
PHONE: 319-351-8282

SURVEY REQUESTED BY:
TIMOTHY J. CREW

PROPRIETOR OR OWNER:
TIMOTHY J. CREW AND COLLEEN J. CREW

DATES OF THE SURVEY:
MARCH 12 AND MARCH 13, 2024

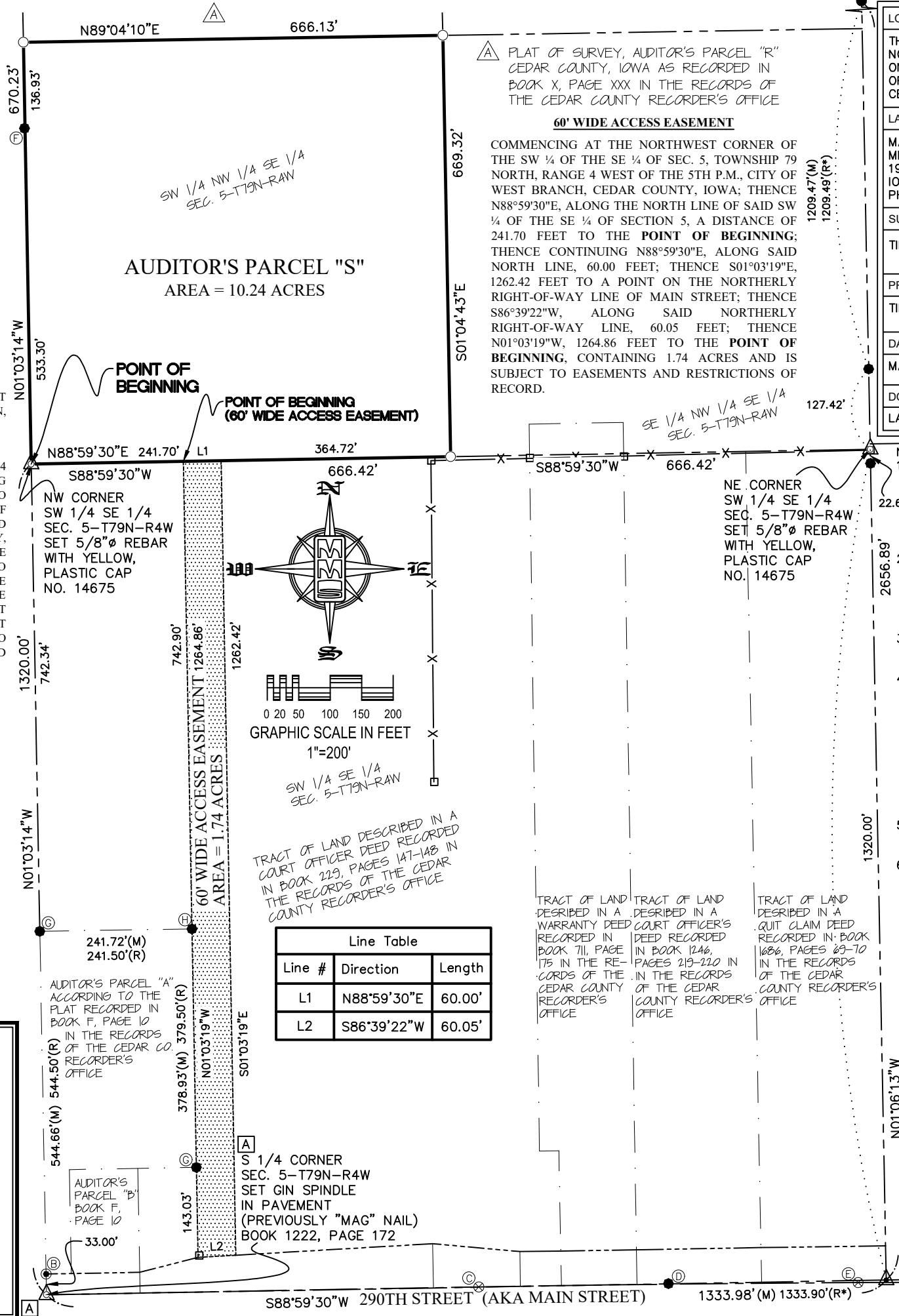
DOCUMENT RETURN INFORMATION:
LAND SURVEYOR

- NOTES:
- BEARINGS ARE BASED ON THE IOWA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN) WITH DATUM NAD83(2011) EPOCH 2010.000. THE DISTANCES SHOWN ON THE PLAT ARE HORIZONTAL GROUND DISTANCES AND NOT GRID DISTANCES.
 - SEE THE FINAL PLAT OF PHEASANT RUN, CEDAR COUNTY, IOWA AS RECORDED IN BOOK 505, PAGES 90-127 IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE FOR MORE DETAILED INFORMATION CONCERNING THE LOTS AND THE EASEMENTS.
 - THE DISTANCES DENOTED AS (R*) WERE TAKEN FROM THE FINAL PLAT OF PHEASANT RUN, CEDAR COUNTY, IOWA, AS NOTED IN #2 ABOVE.
 - THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 5-T80N-R4W OF THE 5TH P.M., CITY OF WEST BRANCH, CEDAR COUNTY, IOWA WAS MONUMENTED AND ESTABLISHED 1320.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID QUARTER-QUARTER TO HONOR A FENCE LINE OF LONG STANDING, INSTEAD OF USING THE MIDPOINTS WHICH DEVIATED 10-15 FEET NORTHERLY OF THE FENCE LINE, IN AN EFFORT TO "NOT UNSETTLE THE SETTLED".
 - 290TH STREET IS ALSO KNOWN AS MAIN STREET IN THE CITY OF WEST BRANCH, IOWA.
 - ALL FOUND PINS ARE 1/2" REBAR PINS WITH RED, PLASTIC CAPS NO. 13567, UNLESS NOTED OTHERWISE.

- (B) FOUND 1/2" PIPE
- (C) FOUND CUT "X" AT PC STA. 87+37.60
- (D) FOUND BRASS PLUG AT PI STA. 90+38.74
- (E) FOUND CUT "X" AT PT STA. 93+39.87
- (F) FOUND 5/8" PIN WITH ILLEGIBLE YELLOW, PLASTIC CAP (0.75' WEST)
- (G) FOUND 5/8" REBAR WITH YELLOW, PLASTIC CAP NO. 8165
- (H) FOUND NAIL IN CORNER POST

PLAT OF SURVEY, AUDITOR'S PARCEL "R" CEDAR COUNTY, IOWA AS RECORDED IN BOOK X, PAGE XXX IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE

60' WIDE ACCESS EASEMENT
COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SEC. 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH P.M., CITY OF WEST BRANCH, CEDAR COUNTY, IOWA; THENCE N88°59'30"E, ALONG THE NORTH LINE OF SAID SW 1/4 OF THE SE 1/4 OF SECTION 5, A DISTANCE OF 241.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°59'30"E, ALONG SAID NORTH LINE, 60.00 FEET; THENCE S01°04'43"E, 1262.42 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE S86°39'22"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 60.05 FEET; THENCE N01°03'19"W, 1264.86 FEET TO THE POINT OF BEGINNING, CONTAINING 1.74 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



Line Table

Line #	Direction	Length
L1	N88°59'30"E	60.00'
L2	S86°39'22"W	60.05'

-PREPARED BY AND RETURN TO: MMS CONSULTANTS, INC. 1917 S. GILBERT ST. IOWA CITY, IOWA 52240 (319)351-8282

PLAT OF SURVEY AUDITOR'S PARCEL "S" CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

DESCRIPTION
THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF WEST BRANCH, CEDAR COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AUDITOR'S PARCEL "S"

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH P.M., CITY OF WEST BRANCH, CEDAR COUNTY, IOWA; THENCE N01°03'14"W, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 5, A DISTANCE OF 1320.00 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 5 AND THE POINT OF BEGINNING; THENCE CONTINUING N01°03'14"W, ALONG SAID WEST LINE, 670.23 FEET TO THE SOUTHWEST CORNER OF AUDITOR'S PARCEL "R", CEDAR COUNTY, IOWA AS RECORDED IN BOOK XX, PAGE XXX IN THE CEDAR COUNTY RECORDER'S OFFICE; THENCE N89°04'10"E, ALONG THE SOUTH LINE OF SAID AUDITOR'S PARCEL "R", A DISTANCE OF 666.13 FEET TO THE SOUTHEAST CORNER OF SAID AUDITOR'S PARCEL "R"; THENCE S01°04'43"E, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID AUDITOR'S PARCEL "R", 669.32 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 5; THENCE S88°59'30"W, ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 5, A DISTANCE OF 666.42 FEET TO THE POINT OF BEGINNING, CONTAINING 10.24 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND AND NOTES

- ▲ CONGRESSIONAL CORNER, FOUND
- △ CONGRESSIONAL CORNER, REESTABLISHED
- FENCE CORNER / FENCE POST
- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" REBAR PINS WITH YELLOW, PLASTIC CAPS EMBOSSED WITH "MMS 14675")
- FENCE LINE(S)
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

(R) RECORDED DIMENSIONS
(M) MEASURED DIMENSIONS
C22-1 CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

MARK A. STEIN
P.L.S. Iowa Lic. No. 14675
My license renewal date is December 31, 20__.

Pages or sheets covered by this seal: _____

SEAL



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 17, 2024

AGENDA ITEM: Discussion – Review fiscal year 2025 City Council Strategic Goals

PREPARED BY: City Administrator, Adam Kofoed

DATE: June 10, 2024

BACKGROUND:

At the beginning of each new calendar year, council passes a new strategic plan to guide staff through the budgeting process. Fiscal Year 2025 starts July 1, 2024. The City Administrator will briefly explain councils goals and action steps to implement the plan.