



**CITY COUNCIL MEETING
MONDAY, JULY 15, 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 July 1, 2024 City Council meeting.
 - b. Approve a 5-day Class C Retail Alcohol license for Hazelhasky LLC (dba Herb & Lou's) with outdoor service for August 9 & 10, 2024 (in conjunction with Hoover's Hometown Days).
 - c. Approve a Class C Retail Alcohol License for Mexico Lindo, 711 S. Downey St., West Branch.
 - d. Approve Claims for July 15, 2024.
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
 - a. **Resolution 2024-74** – Hiring Daniel Cotterill as a Full-Time Police Officer for the City of West Branch and setting the salary for Fiscal Year 2025. / Move to action.
 - b. **Oath of Office** – Police Officer Daniel Cotterill
 - c. **Resolution 2024-75** - Approving a 36-month service contact with Stericycle dba Shred-it for shredding services. / Move to action.
 - d. **Resolution 2024-76** - Accepting quotes and awarding the construction contract for the City Office expansion not-to-exceed \$8,500.00. / Move to action.
 - e. **Resolution 2024-77** – Approving a FEMA Technical Review Fee for the Wapsi Creek Widening Project. / Move to action.
 - f. **Resolution 2024-78** – Approving Change Order Number 3 in the amount of (\$22,539.20) for the Wastewater Treatment Facility Improvements Project. / Move to action.
 - g. **Resolution 2024-79** - Approving Pay Estimate Number 20 in the amount of \$68,266.92 to Boomerang Corp. for the Wastewater Treatment Facility Improvements Project. / Move to action.
9. Discussion – Direction on implementing Franchise Fees on gas & electric service
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
Regular Meeting**

**July 1, 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, Mike Horihan, Jodee Stoolman. Absent: Nick Goodweiler and Jerry Sexton.

City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, Finance Officer Heidi Van Auken, Deputy Clerk Jessica Brown, Public Works Director Matt Goodale, Parks & Recreation Director Erin Laughlin and City Attorney Kevin Olson.

City Staff attending via Zoom: Library Director Jessie Shaffer.

APPROVE THE AGENDA

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

APPROVE CONSENT AGENDA

Approve minutes from the June 17, 2024 City Council meeting.

Approve a Class E Retail Alcohol license for Rashika LLC dba Jack & Jill, 115 E. Main Street.

Approve a Block Party application from Cindy Simon for August 17, 2024.

Approval of 2024 LL Pelling seal coat project pricing.

Approve Claims for July 1, 2024.

EXPENDITURES	7/1/2024	
CEDAR CO. EMERGENCY MGMT.	2024-2025 EMA ASSESSMENT	12,545.00
EAST CENT INTERGOVT ASN.	DUES 7-1-23 TO 6-30-25	1,906.84
IMPACT7G	WIDENING WAPSI CREEK	382.50
IOWA LEAGUE OF CITIES	MEMBERSHIP DUES FY25	1,918.00
JOHNSON CO. EMERGENCY MGMT.	FY25 HAZMAT TEAM 28E AGREEMENT	75.00
LEXIPOL	POLICY MANUAL & TRAINING FY25	3,759.69
MAINSTAY SYSTEMS OF IOWA	IT SUPPORT	13,320.00
TYLER TECHNOLOGIES	ANNUAL SOFTWARE MAINTENANCE	23,025.91
TOTAL		56,932.94
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS (REGULAR & FIRE)	6/7/2024 AND 6/21/2024	142,372.59
PAID BETWEEN MEETINGS		
SISCO	HEALTH CLAIMS 6/24/2024	130.20
SISCO	HEALTH CLAIMS 6/17/2024	507.01
SISCO	HEALTH CLAIMS 6/3/2024	9.75
BOOMERANG	WW TREATMENT PAY ESTIMATE 19	42,132.03
METLIFE	INSURANCE	1,829.88
SISCO	INSURANCE	14,371.45
VARIOUS VENDORS	UB REFUNDS	77.65
IA ALCOHOLIC BEV DIVISION	FIRE DEPT HHTD ALCOHOL LICENSE	48.75
UMB BANK	GO BOND PAYMENTS	984,183.75
IOWA FINANCE AUTHORITY	SRF LOANS: WATER, SEWER	440,643.90
UMB BANK	BOND FEES 2013,2015,2016A, 2016B, 2017	1,250.00
AT & T MOBILITY	WIRELESS SERVICE	309.84
CITY OF WILTON	3RD/4TH BASEBALL FEE	50.00
FIDERLEIN, WYATT	UMPIRE-1 GAME	30.00
GUETZKO, LUKAS	UMPIRE-4 GAMES	120.00
ILLINOIS LIBRARY ASSOCIATION	SUMMER PROG SUPPLIES-LIBRARY	434.78
KAALBERG, BRILEY	UMPIRE-1 GAMES	30.00
KIESLER POLICE SUPPLY	HOLSTER-POLICE	275.00
LEAF CAPITAL FUNDING	COPIER LEASE-LIBRARY	142.02
OASIS ELECTRIC	LED LIGHTS-LIBRARY	249.60
PROTECT YOUTH SPORTS	BACKGROUND CHECKS-PW, P&R	679.50
QUILL	OFFICE SUPPLIES-CITY	97.35

STATE INDUSTRIAL PRODUCTS	STATE INDUSTRIAL PRODUCTS	250.38
UNIFORM DEN INC.	UNIFORMS-POLICE	710.65
WB COMMUNITY SCHOOLS	NEWSPAPER AD-LIBRARY	75.00
WEX BANK	VEHICLE FUEL	998.81
ALLIANT ENERGY	ALLIANT ENERGY	14,460.73
AMAZON.COM	SUPPLIES, VACUUM CHARGER-LIB	73.41
BOUND TREE MEDICAL	MED SUPPLIES-FIRE	553.60
CEDAR COUNTY COOPERATIVE	FUEL-PW	2,089.52
CULLIGAN WATER TECH	WATER SOFTENER SERVICE	30.49
DON'S LOCK & SAFE	REKEY GUN SAFE-POLICE	200.00
FIDERLEIN, WYATT	UMPIRE-2 GAMES	60.00
GUETZKO, LUKAS	UMPIRE-6 GAMES	180.00
HOTSY CLEANING SYSTEMS	VEHICLE WASH SUPPLIES-PW	574.88
INTOXIMETERS	PBT TESTING	19.00
IOWA CITY PRESS-CITIZEN	SUBSCRIPTION 7/1/24-6/30/25	227.02
LIBRARICA	LICENSE RENEWAL	328.20
LINDE GAS & EQUIPMENT	OXYGEN REFILL TANKS-FIRE	265.65
OASIS ELECTRIC	INSTALL CAT COMM LINES-LIBRARY	285.69
PLASTIC RECYCLING OF IOWA	PICNIC TABLES-P&R	3,632.08
QC ANALYTICAL SERVICES	LAB ANALYSIS	986.00
RACOM CORPORATION	PORTABLE RADIO CHARGERS-FIRE	937.50
RIVER PRODUCTS COMPANY	ROCK FOR PARKING/ALLEYS	1,651.65
US BANK CORPORATE CARD	CREDIT CARD VARIOUS PURCHASES	1,577.75
WEST BRANCH REPAIRS	F142 SERVICE-FIRE	142.26
WEST BRANCH TIMES	LEGAL PUBLICATIONS	771.89
ACTION SEWER & SEPTIC	TELEWISE SEWER LINE	425.00
AMAZON.COM	SUMMER PROG SUPPLIES-LIBRARY	477.70
BAKER & TAYLOR	BOOKS	419.05
BEAVER HEATING AND AIR	AC MAINTENANCE-LIBRARY	200.00
BRIAN LUMPA	TREE REMOVAL & STUMP	845.00
CAPITAL ONE	VARIOUS ITEMS-LIBRARY	101.48
CASEYS GENERAL STORES	CASEY'S TIF REBATE #10	11,940.00
CEDAR COUNTY RECORDER	RECORDING FEES	21.00
CHAUNCEY BUTLER POST 514	4 FLAGS	134.00
CITY OF SOLON	SOFTBALL TOURNAMENT FEE	50.00
DOUGLAS INDUSTRIES	PICKELBALL NET-BERANEK	2,399.00
EMV HOLDINGS	EMV HOLDINGS TIF REBATE #6	7,500.00
HAWKINS	CHEMICALS	3,802.62
HI-LINE	SHOP SUPPLIES	124.90
INTOXIMETERS	PBT TESTER	259.50
IA LAW ENFORCEMENT ACADEMY	ACADEMY TRAINING-DORSEY	6,875.00
IOWA PRISON INDUSTRIES	UNIFORMS-POLICE	189.16
KANOPI	ON DEMAND VIDEO SERVICE	38.00
LINN COUNTY R.E.C.	STREET LIGHTS	305.30
LRS HOLDINGS	TRASH & RECYCLING MAY 2024	18,245.75
LYNCH'S PLUMBING	CLOGGED TOILET CUBBY-P&R	168.00
MEADOWS DEVELOPMENT	MEADOWS TIF REBATE #3	138,881.00
MENARDS	SHOP SUPPLIES-PW	168.56
MOPPY MO'S	JANITORIAL SERVICES	1,155.00
MPEC	VEHICLE MAINT SUPPLIES-PW	120.19
OFFICE OF AUDITOR OF STATE	AUDIT FY23 FILING FEE	425.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	494.85
PLUNKETT'S PEST CONTROL	PEST CONTROL-LIBRARY	50.00
ROOF, GERDES, ERLBACHER	AUDIT FY23 - FINAL	9,000.00
STATE HYGIENIC LAB	LAB ANALYSIS	76.50
U.S. POSTAL SERVICE	PO BOX ANNUAL RENTAL	74.00
UNIFORM DEN	UNIFORMS-POLICE	403.22
UNIVERSITY OF IOWA HEALTH	PHYSICALS-POLICE	223.00
VEENSTRA & KIMM	VARIOUS PROJECTS	50,154.42
WESTRUM LEAK DETECTION	2024 LEAK DETECTION SURVEY	1,700.00
AMAZON.COM	FIRE PANEL BATTERIES-LIBRARY	787.61
BAKER & TAYLOR	BOOKS	352.63
CEDAR CO SHERIFF'S OFFICE	PATROL RESERVES	9,082.50
GUETZKO, LUKAS	UMPIRE-2 GAMES	60.00
HY-VEE	DORSEY ILEA BASIC	2,596.84
JIMENEZ, LOGAN	SUMMER LIBRARY PROG PRESENTER	350.00
JOHNSON CONTROLS	HOOK DIALER FIRE PANEL-LIB	1,752.18
LRS HOLDINGS	GARBAGE STICKERS	285.00
LYNCH'S EXCAVATING	EASTSIDE WATER MAINS-FINAL PAYMENT	17,216.58
MIDWEST UNDERGROUND	EASTSIDE WATER MAINS PH2	112,526.84
OLSON, KEVIN D	LEGAL SERVICES JUNE 2024	1,500.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	950.18

PLAYSETPARTS.COM	BARANEK SWINGS	165.98
PLUNKETT'S PEST CONTROL	PEST CONTROL	110.14
QUILL	OFFICE & BLDG SUPPLIES-TH, CITY	446.61
SCOTT HULSE	CITY OFFICE WINDOW TINT	1,200.00
STEEN, CATHERINE	IASRO MILEAGE REIMBURSE-STEEN	169.51
TOTAL		1,925,683.42
GRAND TOTAL EXPENDITURES		2,124,988.95
FUND TOTALS		
001 GENERAL FUND	187,804.66	
022 CIVIC CENTER	587.10	
031 LIBRARY	17,654.10	
110 ROAD USE TAX	15,270.82	
112 TRUST AND AGENCY	36,092.74	
125 T I F	158,321.00	
226 BONDING	985,433.75	
321 WIDENING WAPSI CREEK	14,343.96	
324 WW TREATMENT FACILITY	64,265.88	
329 EASTSIDE WATER MAIN PH1	17,424.58	
330 EASTSIDE WATER MAIN PH2	123,199.35	
600 WATER FUND	34,128.52	
603 WATER FUND	60,107.50	
610 SEWER FUND	28,422.47	
611 SEWER FUND SPECIAL	380,536.40	
740 STORM WATER UTILITY	1,396.12	
GRAND FUND TOTAL	2,124,988.95	

Stoolman asked which seal coat projects would be prioritized for 2024. Goodale said the several streets on the east side of town would be repaired due to the water main projects.

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM

Alliant Energy – Mike Wagner (Franchise fees)

Wagner briefly explained that franchise fees can be used to offset expenses to the city for the utility such as repair work within the right of way or for other work the utility does within the city. Franchise fees can also be collected and used for any other lawful purpose of the city. Wagner explained that currently Alliant customers are charged the one-percent local option sales tax (LOST) adopted by its residents. Alliant collects the LOST, sends it to the state and the state then shares that one-percent tax with all cities in Cedar County. A franchise fee could replace the local option sales tax collected on their utility bills (cities cannot charge both), then Alliant would refund one hundred percent of the franchise fee back to the City to use as they wish. Wagner said should the City opt to implement a franchise fee, they must first issue a revenue purpose statement and hold a public hearing to inform their residents of their desire to implement a franchise fee and what the fees would be used for. After the public hearing, the City would work with Alliant on implementing the franchise and the City Council would need to pass an Ordinance to impose the franchise fee after approval from the Iowa Public Utilities Board. Wagner further explained that the City decides what percentage (1 to 5) they charge for the franchise fee and can choose whether they want to charge a fee for electric, gas or both. Wagner also provided some past usage for West Branch with annual estimated fees ranging from \$45,000 for electric and \$16,000 for gas using the one present LOST.

Linn County REC – Isaiah Borel (Franchise fees)

Borel provided estimated franchise fees revenues should the city choose to implement them and replace LOST collected on customers utility bills. Linn County REC provides electric service (only) to some residents on the west side of the city. Borel said the process is similar to Alliant Energy's should the city decide to move forward with franchise fees. Borel also shared information on other cities that collect franchise fees.

PUBLIC HEARING / NON-CONSENT AGENDA

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

Developer, Chris Kofoed addressed the Council with changes to the plat that were necessary to accommodate the future trail along the water way. He also mentioned the street grade was changed slightly to adjust for raising lots 1 and 2 to get them above the floodplain.

Motion by Dean, second by Stoolman to approve Resolution 2024-55. AYES: Dean, Stoolman, Horihan. NAYS: None. Absent: Goodweiler and Sexton. Motion carried.

Resolution 2024-70 - Approving Pay Estimate Number 8 (Final) in the amount of \$17,216.58 to Lynch Excavating Inc. for the East Side Water Main Replacement Project. / Move to action.

No discussion.

Motion by Dean, second by Stoolman to approve Resolution 2024-70. AYES: Dean, Stoolman, Horihan. NAYS: None. Absent: Goodweiler and Sexton. Motion carried.

Resolution 2024-71 - Approve Invoice #34364 in the amount of \$382.50 to Impact7G for the Wapsi Creek Widening SRF Sponsored Project. / Move to action.

No discussion.

Motion by Dean, second by Stoolman to approve Resolution 2024-71. AYES: Dean, Stoolman, Horihan. NAYS: None. Absent: Goodweiler and Sexton. Motion carried.

Resolution 2024-72 – Establishing a new Capital Fund. / Move to action.

Kofoed said the city is starting to receive bills for engineering services for the reconstruction of Cedar-Johnson Road and therefore a new capital fund must be established to track the expenses.

Motion by Dean, second by Stoolman to approve Resolution 2024-72. AYES: Dean, Stoolman, Horihan. NAYS: None. Absent: Goodweiler and Sexton. Motion carried.

Resolution 2024-73 – Dissolve Tax Increment Financing (TIF) District 504. / Move to action.

Olson explained that after 1995, TIF districts have a twenty-year sunset provision. This district was established in 2004 and therefore has no increment remaining. Kofoed said it is in the best interest of the property owner, the residents and the other taxing entities to dissolve this district. Olson added that if new development occurred, that a new district could be established.

Motion by Dean, second by Stoolman to approve Resolution 2024-73. AYES: Dean, Stoolman, Horihan. NAYS: None. Absent: Goodweiler and Sexton. Motion carried.

Discussion – West Branch Urban Renewal Amendment #7 items

Kofoed asked the Council to review upcoming projects that the City would want to include in the next urban renewal plan amendment for later this fall. Kofoed listed a couple of new projects to be added; Cedar-Johnson Road reconstruction and the West Branch Dental Office TIF rebate.

CITY ADMINISTRATOR REPORT

Kofoed reported that as the new fiscal year begins, he will be working on CIP planning along with the City Engineer, Finance Officer and the city's financial advisor. Kofoed said he has reached out to the University of Iowa for assistance with updating the Comprehensive Plan which he will be facilitating during the upcoming year.

CITY ATTORNEY REPORT

Olson said he is still working on the 28E Agreement with Johnson County regarding taking full ownership of Cedar-Johnson Road. Olson said there has been some revisions going back and forth but they are nearing agreement.

CITY ENGINEER REPORT - Absent

STAFF REPORTS – No reports

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Laughlin said he met with property owners along Terror Trail and encouraged them to work together on a solution to the right-of-way to their properties. Laughlin said the City will not get involved in the civil issue they have regarding establishing a private easement. Stoolman asked for an update on when paving would be complete at the corner of N. 4th Street and E. Main Street.

ADJOURNMENT

Motion to adjourn by Dean, second by Horihan. Motion carried on a voice vote. City Council meeting adjourned at 7:52 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: July 15, 2024

AGENDA ITEM: Approve a 5-day Class C Retail Alcohol license for Hazelhasky LLC (dba Herb & Lou's) with outdoor service for August 9 & 10, 2024 (in conjunction with Hoover's Hometown Days)
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PREPARED BY: City Clerk, Leslie Brick
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DATE: July 5, 2024

BACKGROUND:

Approve a 5-day Class C Retail Alcohol License with outdoor service for Hazelhasky LLC (dba Herb & Lou's) for Hoover's Hometown Day.

Friday and Saturday, August 9 & 10, 2024.

Key



Tent with tables and chairs.



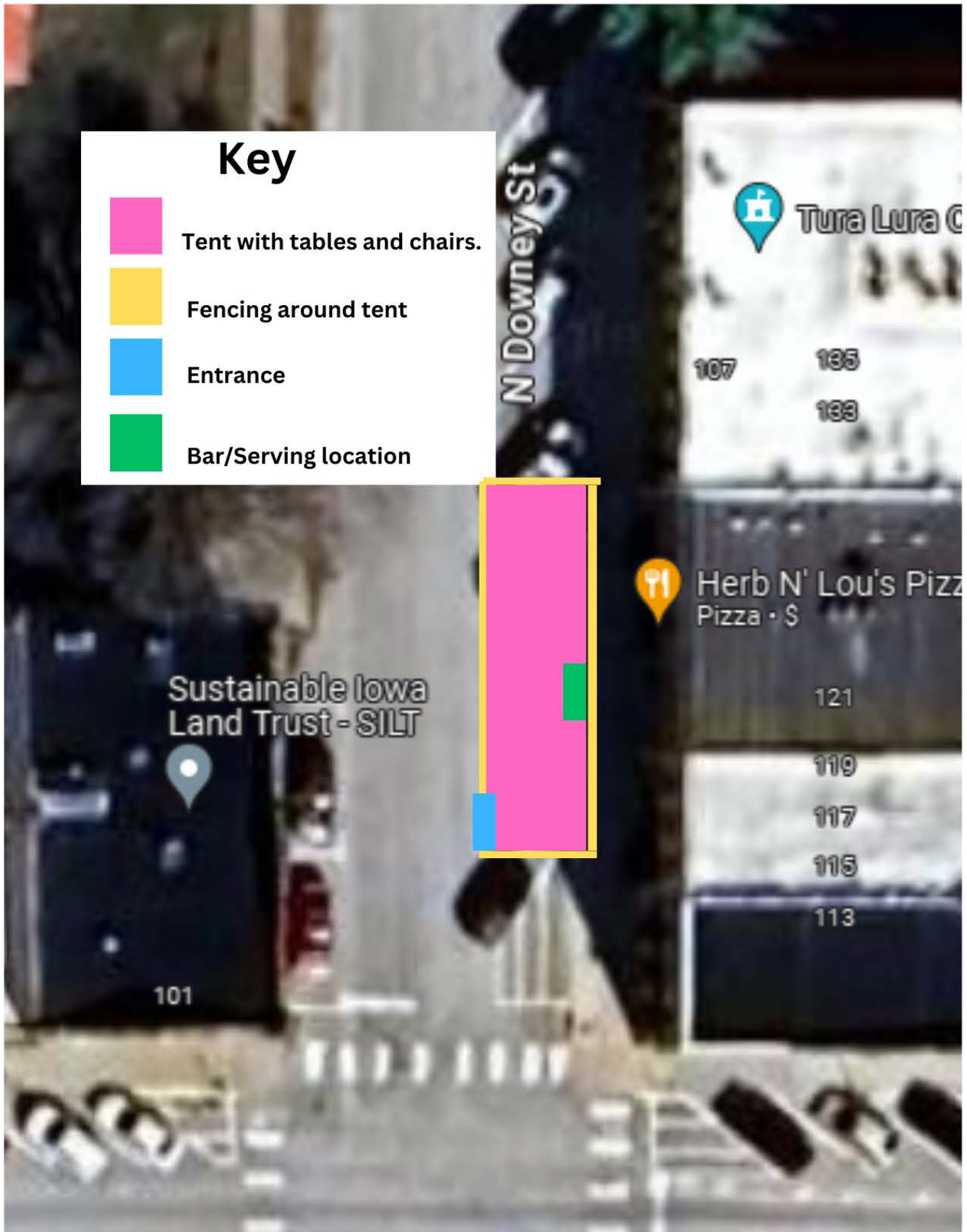
Fencing around tent



Entrance



Bar/Serving location





REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: July 15, 2024

AGENDA ITEM: Approve a Class C Retail Alcohol license for Mexico Lindo, 711 S. Downey Street, West Branch.

PREPARED BY: City Clerk, Leslie Brick
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DATE: July 11, 2024

BACKGROUND:

Renewal is effective August 5, 2024 through August 4, 2025.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: July 15, 2024

AGENDA ITEM: Claims for July 15, 2024
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PREPARED BY: Heidi Van Auken, Finance Officer
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DATE: July 9, 2024

SUMMARY:

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

EXPENDITURES**7/15/2024**

ALL AMERICAN CONCRETE	PATCHES 4TH, OLIPHANT, ROUNDABOUT	13,296.00
AMAZON.COM	VARIOUS ITEMS	320.52
BAKER & TAYLOR	BOOKS	396.67
BROWN'S WEST BRANCH	VEHICLE BULB-PD	82.24
CAPITAL ONE	TEEN SUMMER PROG SUPPLIES	41.84
CEDAR COUNTY AUDITOR	SOLID WASTE ASSESSMENT	15,555.32
CEDAR COUNTY RECORDER	RECORDING FEES	32.00
CURTIS L CASPER	LAWN MOWING-NUISANCE	110.00
DIAMOND VOGEL	STREET PAINT	3,745.00
E O JOHNSON BUSINESS TECH	COPIER MAINTENANCE-LIBRARY. CITY	436.88
FRED'S FEED & SUPPLY	FIELD CHALK-P&R	432.00
HAWKINS	CHEMICALS	3,918.38
IMWCA	IMWCA FY25 DEPOSIT, INSTALLMENT 1	9,157.00
IOWA CODIFICATION	JUNE 2024 SUPPLEMENT	91.00
IOWA ONE CALL	UTILITY LOCATION SERVICE	87.30
LINN COUNTY R.E.C.	STREET LIGHTS	303.65
LRS HOLDINGS	TRASH & RECYCLING JUNE 2024	18,410.00
LYNCH'S PLUMBING	WATER HEATER REPLACE-CITY	1,043.20
MCDERMOTT, LINDSAY	REPTILE PROGRAM FEE-LIBRARY	279.20
MOPPY MO'S	CLEANING SERVICES-CITY,TH, P&R, LIB	857.50
OLSON, KEVIN D	LEGAL SERVICES JULY 2024	1,500.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	144.99
PROTECT YOUTH SPORTS	BACKGROUND CHECKS-CITY, P&R	76.75
SHAW, BLAKE	STORYTIME MUSIC PERFORMANCE	75.00
STOREY KENWORTHY	PRINT LASER CHECKS	176.11
THOMAS HEATING & AIR	AC SERVICE-TH	420.00
UTILITY SERVICE CO.	S & N WATER TOWERS MAINT PAYMENT	73,335.00
VAN AUKEN, HEIDI	MILEAGE REIMBURSEMENT	176.88
TOTAL		144,500.43

PAYROLL-WAGES, TAXES, EMPLOYEE**BENEFITS****7/5/2024****54,178.02****PAID BETWEEN MEETINGS**

AT & T MOBILITY	WIRELESS SERVICE	284.06
GUY, WILLIE	UMPIRE-1 GAME	20.00
QUILL	OFFICE SUPPLIES-POLICE	165.73
THE HOME DEPOT PRO	PARK BATHROOM SUPPLIES	122.54
WEX BANK	VEHICLE FUEL	1,377.70
DEPT OF TREASURY	PCORI FEE 2024	20.25
VARIOUS VENDORS	UB REFUNDS	106.10
TOTAL		2,096.38

GRAND TOTAL EXPENDITURES	200,774.83
FUND TOTALS	
001 GENERAL FUND	63,298.13
022 CIVIC CENTER	525.00
031 LIBRARY	6,385.68
110 ROAD USE TAX	9,150.30
112 TRUST AND AGENCY	16,826.70
326 ROUNDABOUT MAIN & CEDAR	4,320.00
600 WATER FUND	93,285.51
610 SEWER FUND	6,512.30
740 STORM WATER UTILITY	471.21
GRAND FUND TOTAL	200,774.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
POLICE OPERATION	GENERAL FUND	BROWN'S WEST BRANCH AMAZON.COM.CA., INC.	VEHICLE BULB-PD	82.24			
			OFFICE SUPPLIES-POLICE	16.09			
			TOTAL:	98.33			
STREET LIGHTING	GENERAL FUND	LINN COUNTY R.E.C.	STREET LIGHTS	270.50			
			STREET LIGHTS-WEST	33.15			
			TOTAL:	303.65			
PARK & RECREATION	GENERAL FUND	FRED'S FEED & SUPPLY LLC PROTECT YOUTH SPORTS MOPPY MO'S LLC	FIELD CHALK-P&R	432.00			
			BACKGROUND CHECKS- P&R	13.50			
			CLEANING SERVICES-P&R	227.50			
			TOTAL:	673.00			
ECONOMIC DEVELOPMENT	GENERAL FUND	CURTIS L CASPER	LAWN MOWING-NUISANCE	110.00			
			TOTAL:	110.00			
CLERK & TREASURER	GENERAL FUND	STOREY KENWORTHY/MATT PARROTT LYNCH'S PLUMBING INC IOWA CODIFICATION INC AMAZON.COM.CA., INC. PROTECT YOUTH SPORTS VAN AUKEN, HEIDI MOPPY MO'S LLC E O JOHNSON BUSINESS TECHNOLOGIES	PRINT LASER CHECKS	176.11			
			WATER HEATER REPLACE-CITY	1,043.20			
			JUNE 2024 SUPPLEMENT	91.00			
			OFFICE SUPPLIES-CITY	69.99			
			BACKGROUND CHECKS-CITY	63.25			
			MILEAGE REIMBURSEMENT	176.88			
			CLEANING SERVICES-CITY	140.00			
			COPIER MAINTENANCE-CITY	127.82			
			TOTAL:	1,888.25			
			LEGAL SERVICES	GENERAL FUND	CEDAR COUNTY RECORDER OLSON, KEVIN D	RECORDING FEES	32.00
						LEGAL SERVICES JULY 2024	1,500.00
TOTAL:	1,532.00						
SOLID WASTE	GENERAL FUND	CEDAR COUNTY AUDITOR LRS HOLDINGS, LLC	SOLID WASTE ASSESSMENT	15,555.32			
			TRASH & RECYCLING JUNE 202	18,410.00			
			TOTAL:	33,965.32			
TOWN HALL	CIVIC CENTER	THOMAS HEATING & AIR LLC MOPPY MO'S LLC	AC SERVICE-TH	420.00			
			CLEANING SERVICES-TH	105.00			
			TOTAL:	525.00			
LIBRARY	LIBRARY	OVERDRIVE INC BAKER & TAYLOR INC. AMAZON.COM.CA., INC. CAPITAL ONE MOPPY MO'S LLC SHAW, BLAKE E O JOHNSON BUSINESS TECHNOLOGIES MCDERMOTT, LINDSAY	DIGITAL & AUDIO BOOKS	144.99			
			BOOKS	396.67			
			SUMMER LIBRARY PROG SUPPLI	135.60			
			DVDS - LIBRARY	56.90			
			DVD CASE-LIBRARY	18.99			
			DVD-LIBRARY	22.95			
			TEEN SUMMER PROG SUPPLIES	41.84			
			JANITORIAL SERVICES-LIBRAR	385.00			
			STORYTIME MUSIC PERFORMANC	75.00			
			COPIER MAINTENANCE-LIB	117.88			
			COPIER MAINTENANCE-LIB	191.18			
			REPTILE PROGRAM FEE-LIBRAR	279.20			
			TOTAL:	1,866.20			
			ROADS & STREETS	ROAD USE TAX	DIAMOND VOGEL, INC.	STREET PAINT	3,745.00
						TOTAL:	3,745.00
POLICE OPERATIONS	TRUST AND AGENCY	IMWCA	WORK COMP - POLICE	582.74			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WORK COMP - POLICE	1,360.00
			TOTAL:	1,942.74
FIRE OPERATION	TRUST AND AGENCY	IMWCA	WORK COMP - FIRE	1,395.52
			WORK COMP - FIRE	3,256.00
			TOTAL:	4,651.52
BUILDING INSPECTIONS	TRUST AND AGENCY	IMWCA	WORK COMP - BLDG INSPECT	19.71
			WORK COMP - BLDG INSPECT	46.00
			TOTAL:	65.71
ROADS & STREETS	TRUST AND AGENCY	IMWCA	WORK COMP - STREETS	439.28
			WORK COMP - STREETS	1,025.00
			TOTAL:	1,464.28
LIBRARY	TRUST AND AGENCY	IMWCA	WORK COMP - LIBRARY	18.40
			WORK COMP - LIBRARY	43.00
			TOTAL:	61.40
PARK & RECREATION	TRUST AND AGENCY	IMWCA	WORK COMP - PARK & REC	111.96
			WORK COMP - PARK & REC	261.00
			TOTAL:	372.96
CEMETERY	TRUST AND AGENCY	IMWCA	WORK COMP - CEMETERY	44.79
			WORK COMP - CEMETERY	105.00
			TOTAL:	149.79
CLERK & TREASURER	TRUST AND AGENCY	IMWCA	WORK COMP - ADMIN	40.42
			WORK COMP - ADMIN	94.00
			TOTAL:	134.42
INVALID DEPARTMENT	ROUNDAABOUT MAIN &	ALL AMERICAN CONCRETE INC	PATCHES-RNDABT	4,320.00
			TOTAL:	4,320.00
WATER OPERATING	WATER FUND	IOWA ONE CALL	UTILITY LOCATION SERVICE	43.65
		ALL AMERICAN CONCRETE INC	PATCHES 4TH, OLIPHANT	8,976.00
		HAWKINS INC	CHEMICALS	3,918.38
		IMWCA	WORK COMP - WATER	72.43
			WORK COMP - WATER	169.00
		UTILITY SERVICE CO., INC.	S WATER TOWER MAINT PAYMNT	37,895.00
			N WATER TOWER MAINT PATMNT	35,440.00
			TOTAL:	86,514.46
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	UTILITY LOCATION SERVICE	43.65
		IMWCA	WORK COMP - SEWER	21.75
			WORK COMP - SEWER	51.00
			TOTAL:	116.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====
001 GENERAL FUND                38,570.55
022 CIVIC CENTER                 525.00
031 LIBRARY                      1,866.20
110 ROAD USE TAX                 3,745.00
112 TRUST AND AGENCY             8,842.82
326 ROUNDABOUT MAIN & CEDAR-J   4,320.00
600 WATER FUND                   86,514.46
610 SEWER FUND                   116.40
-----
GRAND TOTAL:                    144,500.43
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TOTAL PAGES: 3



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: July 15, 2024

AGENDA ITEM: Resolution 2024-74 - Hiring Daniel Cotterill as a Full-Time Police Officer for the City of West Branch and setting the salary for Fiscal Year 2025.

PREPARED BY: Greg Hall, Chief of Police
--

DATE: July 2, 2024

SUMMARY:

I am pleased to introduce Daniel Cotterill for employment consideration by the West Branch City Council for the position of Police Officer.

Daniel has over 15 years of full-time law enforcement experience working in both Iowa and the United Kingdom. Daniel started his law enforcement career as a Police Officer for the University of Iowa Police Department. Daniel has worked as a Taser instructor and a criminal investigator for two police agencies in the United Kingdom. Daniel brings a wealth of knowledge and experience to the West Branch Police Department.

RESOLUTION 2024-74

A RESOLUTION HIRING DANIEL COTTERILL AS A FULL-TIME POLICE OFFICER FOR THE CITY OF WEST BRANCH AND SETTING THE SALARY FOR FISCAL YEAR 2025.

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

Section 1. That the City of West Branch, Iowa will hire Daniel Cotterill as a full-time police officer.

Section 2. Employee start date will be July 15, 2024.

Section 3. The following person and position named shall be paid the hourly wage indicated and the City Clerk/Finance Officer is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Wage	Basic Hours
FT Police Officer	Daniel Cotterill	\$39.09/hour	40/week

SECTION 4. The above named employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 5. This resolution will be effective upon final passage of the City Council.

Passed and Approved this 15th day of July, 2024.

Roger Laughlin, Mayor

ATTEST:

Heidi Van Auken, Deputy Clerk / Finance Officer



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: July 15, 2024

AGENDA ITEM: Resolution 2024-75 - Approving a 36-month service contract with Stericycle dba Shred-it for shredding services.

PREPARED BY: Finance Officer, Heidi Van Auken
--

DATE: July 8, 2024

SUMMARY:

The City of West Branch needs shredding services to discard of documents that have confidential or sensitive information. If Council approves, this contract will be for 36 months at a base rate of \$69.50 per month plus fuel and recycling surcharges that vary per month. The standard rate may go up on an annual basis on the contract's anniversary date.

Currently, the average recycling surcharge is 14% of the standard base rate; and the average fuel surcharge is 17% of the standard base rate.

RESOLUTION 2024-75

**RESOLUTION APPROVING A 36-MONTH SERVICE CONTRACT WITH
STERICYCLE DBA SHRED-IT FOR SHREDDING SERVICES.**

WHEREAS, the City of West Branch has a need for shredding services for certain city documents on an ongoing basis; and

WHEREAS, the Administration Department contacted three companies for providing shredding services; and

WHEREAS, a 36-month agreement with Stericycle dba Shred-it for was selected as the best proposal for said service.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement with Stericycle dba Shred-it be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 15th day of July, 2024.

Roger Laughlin, Mayor

ATTEST:

Heidi Van Auken, Deputy Clerk / Finance Officer



Standard Agreement

Effective Date 07.08.2024 between Stericycle, INC and CITY OF WEST BRANCH located at 110 NORTH POPLAR STREET, WEST BRANCH, Iowa,52358

Contract Entities: (Sold to) :

Customer/Company Name: CITY OF WEST BRANCH
 Address: 110 NORTH POPLAR STREET
 Floor/Suite Number:
 City / State / Zip: WEST BRANCH, Iowa, 52358
 Phone: 3196435888
 Email: accountspayable@westbranchiowa.org
 Contact: Heidi Van Auken
 Title:

Billing Information

Billing Contact/Company Name: CITY OF WEST BRANCH
 Address:
 City / State / Zip: , ,
 Phone: 3196435888
 Email: accountspayable@westbranchiowa.org
 Contact: Heidi Van Auken
 Title:

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: CITY OF WEST BRANCH Address: 110 NORTH POPLAR STREET, WEST BRANCH, Iowa, United States, 52358	REGULAR SERVICE OFF-SITE (PAPER)	Every 4 Weeks	1 Each	\$ 69.50 minimum per pickup	N/A	API: 7% Months Until First Price Increase: 12	Jul 07, 2027	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: CITY OF WEST BRANCH Address: 110 NORTH POPLAR STREET, WEST BRANCH, Iowa, United States, 52358	CONSOLE (STANDARD)	Every 4 Weeks	2 Each	\$ 20.00 per container Minimum include 2 each	N/A	API: 7% Months Until First Price Increase: 12	Jul 07, 2027	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Contract Effective Date: 07.08.2024

GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.*

The offer will expire 07.07.2027

Stericycle:

Contracting Entity: **Stericycle INC.**
Name: **Beth wells**
Title:
Date: \d2\

Customer:

Customer/Company:
Name: **Heidi Van Auken**
Title:
Date: \d1\

Signature:

Signature:

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions. Stericycle, INC. 2355 Waukegan Road, Bannockburn, IL 60015 P (866) 783-7422. F (866) 783-7432

TERMS AND CONDITIONS

1. Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and CITY OF WEST BRANCH with offices at 110 NORTH POPLAR STREET, WEST BRANCH, Iowa, United States, 52358 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 07/08/2024 (the Effective Date).

2. Services

Stericycle will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the "Destruction Process"), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe ("Prohibited Materials"). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

(a) The initial term of this Agreement (the Initial Term) will begin on the Effective Date set forth above and continue for 36 months.

This Agreement will automatically renew for successive terms of the 36 each, an Extension Term), unless either party gives the other party at least 60 days written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the Term. (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment from Customer wherever located

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 30 days of the date of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month (or the maximum amount allowed by law, if different) on the outstanding balance. Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees, and enforcement and collection costs, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. Customer shall not be entitled to withhold payment by way of set-off or counterclaim. Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's

billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations, including anti-corruption and economic and trade sanctions laws, applicable to its performance hereunder.

13. Excuse of Performance

In the event either party is prevented, hindered or delayed from the performance of any act required hereunder (other than the payment of any amounts due) by reason of acts of God, acts of war or terrorism, labor difficulties or civil unrest, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

During the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

22. Governing Laws & Dispute Resolution

Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute arising in connection with or relating to this Agreement or between the parties (Disputes) that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association (AAA), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

Attachments

Attachment: Service Compliance

REGULAR SERVICE | OFF-SITE (PAPER)

CONSOLE (STANDARD)

Certificate Of Completion

Envelope Id: 6517FAF271F44F50BCB1C3A3EA8A3D88
 Subject: Documents for your DocuSign Signature
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 1
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

 Envelope Originator:
 Beth Wells
 2355 Waukegan Road
 Bannockburn, IL 60062
 beth.wells@stericycle.com
 IP Address: 34.218.219.0

Record Tracking

Status: Original
 7/8/2024 9:29:06 AM
 Holder: Beth Wells
 beth.wells@stericycle.com
 Location: DocuSign

Signer Events

Signature	Timestamp
Heidi Van Auken accounts payable@westbranchiowa.org Security Level: Email, Account Authentication (None)	Sent: 7/8/2024 9:29:07 AM Viewed: 7/8/2024 9:36:53 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Beth Wells
 beth.wells@stericycle.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent	Hashed/Encrypted	7/8/2024 9:29:07 AM
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Payment Events



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: July 15, 2024

AGENDA ITEM: Resolution 2024-76 – Accepting quotes and awarding the construction contract for the City Office expansion not to exceed \$8,500.

PREPARED BY: Adam Kofoed, City Administrator

DATE: July 9, 2024

SUMMARY:

Due to new staffing in the City Office, staff is seeking approval to expand the mayor's office. The mayor's office will be the City Administrator's new office and the city clerk will move to the city administrator office.

QUOTE PROCESS

City Administrator Kofoed undertook efforts to receive quotes from local contractors for the expansion of the mayor's office. Despite these efforts, only a limited number of quotes were received.

Details:

Quote Solicitation:

Contacted eight local contractors.

Received only two quotes.

Received quotes:

Laughlin Design: \$8,500.

Second Contractor: \$15,500.

Challenges:

Due to the limited response from local contractors, City Administrator Kofoed also reached out to elected official contractors to ensure a competitive bidding process.

Recommendation:

Given the limited success in receiving quotes and the significant difference in the bid amounts, city staff recommends entering into a contract with Laughlin Design, owned by Mayor Roger Laughlin. Laughlin Design provided the lowest bid at \$8,500.

Considerations:

Conflict of Interest: The recommendation involves contracting with a business owned by an elected official. Measures have been taken to ensure transparency and compliance with conflict-of-interest policies.

Procurement Process:

The procurement process was conducted fairly, with efforts made to solicit quotes from multiple contractors. Due diligence has been performed to justify the recommendation based on the quotes received.

Budget

In Fiscal Year 2024, the City budgeted money to provide new office space in the event a Deputy Clerk/Utility Billing Coordinator position was established. Since it took time to receive bids we were unable to make the payment occur during the Fiscal Year 2024. We will need to amend Fiscal Year 2025, but the city's allocated reserves will be unaffected.

CONCLUSION:

City staff recommends that the City Council approve entering into a contract with Laughlin Design for the expansion of the Mayor's Office. This recommendation is based on the competitive bid of \$8,500 provided by Laughlin Design, which is significantly lower than the other bid received.

Action Requested:

Approval by the City Council to enter into a contract with Laughlin Design for the City Office Expansion Project.

RESOLUTION 2024-76

RESOLUTION ACCEPTING QUOTES AND AWARDING THE CONSTRUCTION CONTRACT FOR THE CITY OFFICE EXPANSION NOT TO EXCEED \$8500.00.

WHEREAS, the City Council of the City of West Branch, Iowa, has deemed it necessary to hire additional administration staff to continue to provide efficient service to its residents and the growing community; and

WHEREAS, it is now necessary to add additional office space for to accommodate office staff; and

WHEREAS, the City Administrator solicited quotations for the office space expansion project; and

WHEREAS, two sealed quotations were received by local contractors; and

WHEREAS, the bid from Laughlin Design (Roger Laughlin), of West Branch, Iowa, was the lowest responsive, responsible bidder in an amount of \$8,500; and

WHEREAS, the City Administrator has recommended to the City Council that the contract be awarded to Laughlin Design of West Branch, IA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that all bids have been accepted and that Laughlin Design be awarded the construction contract for said Project as the lowest responsive, responsible bidder in an amount of not-to-exceed \$8,500.00.

BE IT FURTHER RESOLVED, that the Mayor Pro Tem and City Clerk are hereby directed to execute said contract on behalf of the City.

Passed and approved this 15th day of July, 2024.

Tom Dean, Mayor Pro Tem

ATTEST:

Heidi Van Auken, Deputy Clerk/ Finance Officer

25 Greenview Circle
West Branch, IA 52358
Phone 319-330-8942
laughlin@lcom.net

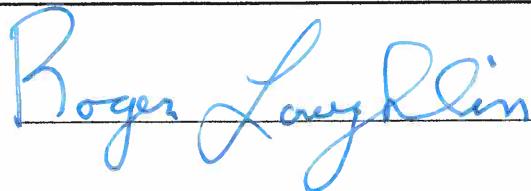
Estimate

Date
6/18/2024

City of West Branch
110 Poplar St.

Description	Total
<p>CITY OFFICE EXPANSION</p> <p>I propose to construct the new office as outlined in the attached Project Overview and Scope of Work . I could begin work on July 2nd and complete in approximately two weeks. For the sum of :</p>	8,500.00

Signature



Total	\$8,500.00
--------------	------------

Adam Kofoed

From: Roger Laughlin <laughlin@lcom.net> on behalf of Roger Laughlin
Sent: Friday, July 5, 2024 3:41 PM
To: Adam Kofoed
Subject: City office expansion

My bid of \$8,500.00 includes the following :

Materials:

- All materials including framing lumber, window glass & trim, ceiling tiles, vinyl base, paint.
- All other materials necessary to complete the work.

Electrical:

- Remove existing outlets and switches in walls to be demolished.
- Relocate existing light fixture into new office.
- Add new outlets and switches as required by customer.

Drywall :

- Remove existing drywall as required .
- Install new drywall on new framing, patch drywall where existing door is removed.
- Smooth finish and paint all new surfaces to match existing.

Services:

- Demolish existing wall, remove door and frame.
- Frame new walls, reinstall existing door, install and trim glass panel (size to match existing)
- Install trim and vinyl base, re-install ceiling tiles to match existing
- Keep environment as dust free as possible, dispose of all waste materials.
- Protect existing carpet from damage.

Roger Laughlin



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: July 15, 2024

AGENDA ITEM: Resolution 2024-77 – Approving a FEMA Technical Review Fee for the Wapsi Creek Widening Project.
--

PREPARED BY: Adam Kofoed, City Administrator

DATE: July 9, 2024

SUMMARY:

FEMA is requesting the City of West Branch to pay a technical review fee for the Wapsi Creek Widening project. This project is considered a major undertaking that requires additional administrative review. The project's scope and impact on the floodplain necessitate a detailed administrative review by FEMA. FEMA says project will have significant effects on the local floodway and may affect the 100-year floodway fringe.

The City Engineer recommends that the City Council approve the payment of the \$6,500 technical review fee to FEMA. This payment is crucial for the progression of the Wapsi Creek Widening project, which is expected to provide significant flood management benefits to the community.

RESOLUTION 2024-77

RESOLUTION APPROVING A FEMA TECHNICAL REVIEW FEE FOR THE WAPSI CREEK WIDENING PROJECT

WHEREAS, the City Engineer for the City of West Branch, Iowa, has informed the City that it necessary to for FEMA to perform a special technical review of the Wapsi Creek Widening Project for approval of the Conditional Letter of Map Revision (CLOMR) application; and

WHEREAS, the cost for said special technical review is \$6,500.00; and

WHEREAS, the City Engineer recommends approval of the technical review fee to FEMA for the Wapsi Creek Widening Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, approves the Technical Review Fee to FEMA in the amount of \$6,500.00.

Passed and approved this 15th day of July, 2024.

Roger Laughlin, Mayor

ATTEST:

Heidi Van Auken, Deputy Clerk/ Finance Officer



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: July 15, 2024

AGENDA ITEM: Resolution 2024-78 - Approving Change Order Number 3 in the amount of (\$22,539.20) for the Wastewater Treatment Facility Improvements Project.

PREPARED BY: Leslie Brick

DATE: July 10, 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 the following Change Orders for the project to date:

Change Order Number	Amount	Resolution #	Date Approved
1	\$6,687.10	2022-112	December 5, 2022
2	\$19,261.90	2023-63	June 5, 2023

RESOLUTION 2024-78

A RESOLUTION APPROVING CHANGE ORDER #3 IN THE AMOUNT OF (\$22,539.20) FOR THE WASTEWATER TREATMENT FACILITY PROJECT

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

WHEREAS, Change Order #3 makes modifications to the project as described on Exhibit A; and

WHEREAS, Change Order #3 decreases the contract amount by \$22,539.20; and

WHEREAS, it is now necessary to approve Change Order #3 in the amount of \$22,539.20 for the Wastewater Treatment Facility Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that Change Order #3 in the amount of \$22,539.20 for the Wastewater Treatment Facility Project is approved.

Passed and approved this 15th day of July, 2024.

Roger Laughlin, Mayor

ATTEST:

Heidi Van Auken, Deputy Clerk / Finance Officer



EXHIBIT A

VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000 // 888.241.8001
www.v-k.net

July 9, 2024

CHANGE ORDER NO. 3

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

Change Order No. 3 is for the following modifications to the project:

- 1. Delete 18" DIP fittings and 18" C900 pipe at SAGR cells for 12" & 18" HDPE fittings and piping. (Boomerang RFC 10) LS: (\$ 30,706.72)
- 2. Installation of additional rock drive 170'x16'. (Boomerang RFC 12.1) LS: \$ 3,244.12
- 3. Install steel liner panels in lieu of drywall on ceiling of No. 30 UV Building. (Boomerang RFC 13) LS: \$ 0.00
- 4. Install one (1) 20' farm gate at new rock drive. (Boomerang RFC 14) LS: \$ 1,250.00
- 5. Installation of additional field fence and gate modifications (Boomerang RFC 18):
 - a. Field Fence 60 LF @ \$57.39/LF: \$ 3,443.40
 - b. Labor and material difference to exchange one (1) 20' gate for two (2) 10' gates LS: \$ 230.00

Change Order No. 3 decreases the contract amount by \$ 22,539.20.

BOOMERANG CORP.

CITY OF WEST BRANCH, IOWA

By [Signature]

Title VP

Date 7/9/24

By _____

Title Mayor

Date _____

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA

By [Signature]

Title Project Engineer

Date 7/9/2024

By _____

Title City Administrator

Date _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: July 15, 2024

AGENDA ITEM: Resolution 2024-79- Approving Pay Estimate Number 20 in the amount of \$68,266.92 to Boomerang Corp. for the Wastewater Treatment Facility Improvements Project.
PREPARED BY: City Clerk, Leslie Brick
DATE: July 10, 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
19	<u>\$ 42,132.03</u>	2024-68	June 17, 2024
	\$8,327,404.63		



COMPARISON BETWEEN PAY ESTIMATE NOS. 19 & 20

**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. 19 Total Completed	Monthly Work Completed	Quantity Completed	Pay Est. No. 20 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	\$ 225,400.00	\$ 4,600.00	100%	\$ 230,000.00
1.4	Toilets/Dumpster/Etc	\$ 5,200.00	\$ 4,940.08	\$ 259.92	100%	\$ 5,200.00
1.5	Testing	\$ 15,000.00	\$ 15,000.00		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	\$ 25,000.00		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	\$ 75,000.00		100%	\$ 75,000.00
2.8	Synthetic Lining system Cell #2A, 2B	\$ 75,000.00	\$ 75,000.00		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	\$ 22,500.00	100%	\$ 45,000.00
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	\$ 3,000.00	100%	\$ 60,000.00
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. 19 Total Completed	Monthly Work Completed	Quantity Completed	Pay Est. No. 20 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	\$ 10,000.00	100%	\$ 45,000.00
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	\$ 2,500.00	100%	\$ 7,500.00
7.9	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
8.1	Steel Doors, Frames & Hdwe Mat'ls	\$ 20,000.00	\$ 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	\$ 25,000.00		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	\$ -		0%	\$ -
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	\$ 5,000.00	100%	\$ 225,000.00
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	\$ 5,000.00	100%	\$ 50,000.00
11.21	Pumps Labor	\$ 10,000.00	\$ 9,000.00	\$ 1,000.00	100%	\$ 10,000.00
11.22	Submittals UV/NEXOM/ sampler	\$ 15,000.00	\$ 15,000.00		100%	\$ 15,000.00

	Description	Extended Price	Pay Est. No. 19 Total Completed	Monthly Work Completed	Quantity Completed	Pay Est. No. 20 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	\$ 75,000.00		100%	\$ 75,000.00
15.2	HVAC Labor	\$ 9,000.00	\$ 9,000.00		100%	\$ 9,000.00
15.3	Plumbing Materials	\$ 50,000.00	\$ 50,000.00		100%	\$ 50,000.00
15.4	Plumbing Labor	\$ 15,000.00	\$ 15,000.00		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	\$ 3,000.00	100%	\$ 115,000.00
16.4	Electrical Labor	\$ 65,000.00	\$ 63,000.00	\$ 2,000.00	100%	\$ 65,000.00
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	\$ 13,000.00	98%	\$ 157,000.00
17.2	Submittals	\$ 5,000.00	\$ 5,000.00		100%	\$ 5,000.00
Contract Price:		\$ 8,837,000.00	\$ 8,739,740.08	\$ 71,859.92	100%	\$ 8,811,600.00

MATERIALS STORED SUMMARY				
	Description	# of Units	Pay Est. 19	Pay Est. 20
Total				\$ -

SUMMARY

		Total Approved	Total Completed
	Contract Price	\$ 8,837,000.00	Pay Est. 20
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 \$ 8,837,549.00

Retainage (5%) \$ 441,877.45

Total Earned Less Retainage \$ 8,395,671.55

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	
	Pay Estimate No. 19	\$ 42,132.03	

Total Previously Approved \$ 8,327,404.63

Percent Complete 100%

Amount Due This Request \$ 68,266.92

The amount \$68,266.92 is recommended for approval for payment in accordance with the terms of the contract.

RESOLUTION 2024-79

A RESOLUTION APPROVING PAY ESTIMATE NUMBER 20 IN THE AMOUNT OF \$68,266.92 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 19 in the amount of \$8,327,404.63 to Boomerang Corp. of Anamosa, IA to date; and

WHEREAS, it is now necessary for the City Council to accept Pay Estimate Number 20 in the amount of \$68,266.92.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that Pay Estimate Number 20 in the amount of \$68,266.92 to Boomerang Corp. of Anamosa, IA is approved.

Passed and approved this 15th day of July, 2024.

Roger Laughlin, Mayor

ATTEST:

Heidi Van Auken, Deputy Clerk / Finance Officer



VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000 // 888.241.8001
www.v-k.net

July 8, 2024

PAY ESTIMATE NO. 20
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 June 1, 2024 - June 30, 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	Adminstration/Project Management	LS	xxxxx	xxxxx	\$ 100,000.00	95%	\$ 95,000.00
1.3	Mobilization	LS	xxxxx	xxxxx	\$ 230,000.00	100%	\$ 230,000.00
1.4	Toilets/Dumpster/Etc	LS	xxxxx	xxxxx	\$ 5,200.00	100%	\$ 5,200.00
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	100%	\$ 45,000.00
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	100%	\$ 60,000.00
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	100%	\$ 45,000.00
5.4	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
6.1	UV Building Materials	LS	XXXXX	XXXXX	\$ 25,000.00	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	100%	\$ 7,500.00
7.9	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
8.1	Steel Doors, Frames & Hdwe Mat'ls	LS	XXXXX	XXXXX	\$ 20,000.00	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	100%	\$ 225,000.00
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	100%	\$ 50,000.00
11.21	Pumps Labor	LS	XXXXX	XXXXX	\$ 10,000.00	100%	\$ 10,000.00
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	100%	\$ 115,000.00
16.4	Electrical Labor	LS	XXXXX	XXXXX	\$ 65,000.00	100%	\$ 65,000.00
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	98%	\$ 157,000.00
17.2	Submittals	LS	XXXXX	XXXXX	\$ 5,000.00	100%	\$ 5,000.00
Contract Price:					\$ 8,837,000.00		\$ 8,811,600.00

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

SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 8,837,000.00	\$ 8,811,600.00
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	\$ 8,837,549.00

Stored \$ -
 Total Earned \$ 8,837,549.00
 Retainage (5%) \$ 441,877.45
 Total Earned Less Retainage \$ 8,395,671.55

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	
	Pay Estimate No. 19	\$ 42,132.03	

Total Previously Approved \$ 8,327,404.63
Amount Due This Request \$ 68,266.92

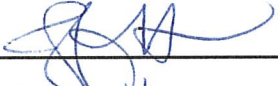
Percent Complete 100%

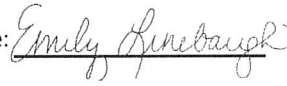
The amount \$68,266.92 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Boomerang Corp.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: 
 Name: Jeni Hoas
 Title: VP
 Date: 7/8/24

Signature: 
 Name: Emily Linebaugh
 Title: Engineer
 Date: July 8, 2024

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



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: July 15, 2024

AGENDA ITEM: Discussion – Direction on implementing Franchise Fees on gas & electric service

PREPARED BY: Adam Kofoed, City Administrator

DATE: July 9, 2024

DISCUSSION

Council should take some time to initially discuss their ideas or thoughts on franchise fees.

ITEMS TO CONSIDER

- What fee percentage would council consider?
 - 1% will bring in roughly \$50,000-\$60,000, if a rebate is given to the school and subtracting LOST money, it might only bring the city a \$15,000-\$30,000 net gain.
 - If council is considering more than 1%, some residents feel strained since water and sewer rates are going up rather fast.
- Although a 1% fee will not impact residents, it will impact federal government, school district, and churches.
 - Those affected agencies would ask council to reconsider a franchise fee.
- Revenue Purpose statement:
 - Should revenue be any lawful purpose for flexibility or specific for resident expectations?
- Taxing Ideology:
 - For the purposes of paying for projects does council prefer franchise fees to pay for projects or property tax increases? The City could use franchise fee as a way to offset property tax increases with an upcoming capital improvement plan.

COMBINED	City of West Branch	ALLIANT and REC
Jan 1 to Dec 31 Usage	Franchise Fee	Estimated total annual franchise fee based on Jan. to Dec. 2022 usage
2022	Electric 1%	\$47,879.64
2022	Gas 1%	\$16,742.99
2023	Electric 1%	\$42,434.33
2023	Gas 1%	\$16,085.83
2022	Electric 2%	\$95,759.28
2022	Gas 2%	\$33,485.97
2023	Electric 2%	\$90,901.34
2023	Gas 2%	\$32,171.66
2022	Electric 3%	\$143,638.91
2022	Gas 3%	\$50,228.96
2023	Electric 3%	\$136,352.01
2023	Gas 3%	\$48,257.49
2022	Electric 4%	\$191,518.54
2022	Gas 4%	\$66,971.95
2023	Electric 4%	\$181,802.69
2023	Gas 4%	\$64,343.32
2022	Electric 5%	\$239,398.18
2022	Gas 5%	\$83,714.93
2023	Electric 5%	\$227,253.36
2023	Gas 5%	\$80,429.16
	Service	Average franchise fee cost to a typical residential Alliant Energy customer per 1% of franchise fee. This average reflects a customer's energy use and can fluctuate based on how much electricity and/or natural gas they use per month.
	Electric	\$1.50
	Gas	\$1.00
<p>•LOST Distrubution: West Branch receives \$1.20 for every \$100 in Johnson County and \$10.87 for every \$100 in Cedar County. Electric renewal in 2026, gas in 2037</p>		