



**CITY COUNCIL MEETING  
MONDAY, OCTOBER 21, 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 October 7, 2024 City Council meeting.
  - b. Approve a Special Class B Retail Native Wine license for Sustainable Iowa Land Trust (SILT), located at 101 W. Main Street, West Branch.
  - c. Approve Fire Department appointments.
  - d. Approve Claims for October 21, 2024.
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
  - a. **Second Reading Ordinance 816** – Amending Chapter 69 – Parking Regulations. / Move to action.
  - b. **Second Reading Ordinance 817** – Amending Chapter 30 – Police Department. / Move to action.
  - c. **First Reading Ordinance 818** - Providing that General Property Taxes Levied and Collected on Certain Lots in The Meadows Part 4A and Part 4B and Pedersen Valley, Part One in West Branch, Iowa be paid to a Special Fund for Payments on Loans in connection to the West Branch Urban Renewal Area. / Move to action.
  - d. **First Reading Ordinance 819** - Providing that General Property Taxes Levied and Collected on Certain Lots in Heritage Hill Subdivision in West Branch, Iowa be paid to a Special Fund for Payments on Loans in connection to the West Branch Urban Renewal Area. / Move to action.
  - e. **Resolution 2024-109** – Approving Change Order #3 in the amount of \$8,025.00 for the Phase 2 Eastside Water Main Improvement Project. / Move to action.
  - f. **Resolution 2024-110** - Approving Pay Estimate Number 6 in the amount of \$113,223.60 to Midwest Underground Contractors Inc. for the Phase 2 Eastside Water Main Replacement Project. / Move to action.
  - g. **Resolution 2024-111** – Approving a salary adjustment for Police Officer Ryan Dorsey. / Move to action.
  - h. **Resolution 2024-112** – Approving a salary adjustment for Police Officer Brad Longlett. / Move to action.
  - i. **Resolution 2024-113** - Approve invoice #13-35378 in the amount of \$4,228.37 to Eocene (formerly known as Impact7G) for the Wapsi Creek Widening SRF Sponsored Project. / Move to action.
  - j. **Resolution 2024-114** – Approving and Adopting a Revenue Purpose Statement for the use of Revenues from Electric and Natural Gas Franchise Fees. / Move to action.
  - k. **Resolution 2024-115** – Approving those certain Easement Agreements for Heritage Hill Subdivision, West Branch, Iowa. / Move to action.
  - l. **Resolution 2024-116** - Approving a Developer’s Agreement with KBH Holdings LLC, including Tax Increment Rebate Payments. / Move to action.
  - m. **Resolution 2024-117** – Approving a Developer’s Agreement with Advantage Development, including Tax Increment Rebate Payments. / Move to action.
  - n. **Resolution 2024-118** – Authorizing the temporary installation of stop signs at the Dawson Drive and Main Street crosswalk during specified times to improve safety for pedestrians and vehicles. /Move to action.
9. City Administrator Report
10. City Attorney Report
11. City Engineer Report
12. City Staff Reports
13. Comments from Mayor and Council Members
14. Motion to adjourn.

---

**Mayor:** Roger Laughlin • **Council Members:** Jodee Stoolman, Tom Dean, Jerry Sexton, Mike Horihan, Colton Miller  
**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**

**October 7, 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 Tom Dean, Jerry Sexton, Mike Horihan, Colton Miller and Jodee Stoolman were present.

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

City Administrator Kofoed requested to keep the meeting in “open” session to discuss his role as the City Administrator. The discussion centered around reviewing and/or revising the City Administrator job description but does not want to change the ordinance. The mayor and Council are in support of this recommendation. Mayor Pro Tem Dean will work with Kofoed on the revisions.

Adjourn from Closed Session.

Motion to adjourn the special meeting by Miller, second by Dean. Motion carried on a voice vote. City Council meeting adjourned at 7:46 p.m.

**West Branch, Iowa  
Council Chambers**

**City Council  
Regular Meeting**

**October 7, 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 Tom Dean, Jerry Sexton, Mike Horihan, Colton Miller and Jodee Stoolman were present.

City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, Police Chief Greg Hall, Sergeant Cathy Steen, Public Works Director Matt Goodale, Parks & Recreation Director Erin Laughlin, City Engineer Dave Schechinger and City Attorney Kevin Olson. Staff attending via Zoom: Deputy Clerk Jessica Brown and Library Director Jessie Shaffer.

### **APPROVE THE AGENDA**

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

### **APPROVE CONSENT AGENDA**

Approve minutes from the September 16, 2024 City Council meeting.  
Approve minutes from the September 30, 2024 City Council Special meeting.  
Approve West Branch Fire Department appointments.  
Approve the August Monthly Financial Report  
Approve Claims for October 7, 2024.

EXPENDITURES	10/7/2024	
AMAZON.COM	FALL FEST, LHLM, OFFICE SUPPLIES	60.90
CITY OF COWETA	DAMAGED INTERLIB LOAN BOOK	36.99
CURTIS L CASPER	LAWN MOWING-NUISANCE	65.00
GRIEBAHN INDUSTRIES	NOTARY STAMPS-LIBRARY	55.22
HAWKINS	CHEMICALS	3,301.74
IA DNR	2025 ANNUAL WATER USE FEE	115.00
LYNCH'S EXCAVATING	STORM INTAKE REPLACEMENT	5,686.50
LYNCH'S PLUMBING	PARTS-TEMP WATER SERVICE	43.70
MENARDS	SEWER SAMPLE FRIDGE-PW	549.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	370.21
PROTECT YOUTH SPORTS	COACH BACKGROUND CHECKS	40.50
STERICYCLE	SHREDDING SERVICES	91.33
THE HOME DEPOT PRO	TOILET PAPER-P&R	62.07
TYLER TECHNOLOGIES	AUTO METER READ PROJECT FEE	60.10

UNIVERSITY OF IOWA HEALTH	PHYSICALS-POLICE	81.00
VEENSTRA & KIMM	VARIOUS PROJECTS	37,485.71
WHITE CAP	SHOP SUPPLIES-PW	107.96
TOTAL		48,212.93
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	9/27/2024	66,813.80
PAID BETWEEN MEETINGS		
AT&T MOBILITY	WIRELESS SERVICE	259.96
UNIFORM DEN	UNIFORM-COTTERILL	721.15
USA BLUE BOOK	WATER PLANT SUPPLIES	1,837.43
UMB BANK	GO BOND 2023 FEE	600.00
BAKER & TAYLOR	BOOKS	293.04
JOHN DEERE FINANCIAL	UNIFORMS, SUPPLIES-PW	1,554.63
MENARDS	NATURE TRAIL BRIDGE MTRLS.	1,261.55
NATIONAL PARK SERVICE	LHLM 5K PERMIT FEE	50.00
QUILL	OFFICE SUPPLIES	130.62
STATE INDUSTRIAL PRODUCTS	CHEMICALS	250.38
VERIZON WIRELESS	VERIZON WIRELESS	454.61
SISCO	HEALTH CLAIMS 9/23/2024	9.25
METLIFE	INSURANCE PREMIUM	2,232.61
SISCO	INSURANCE PREMIUM	16,998.40
SISCO	HEALTH CLAIMS 9/16/2024	107.59
AMAZON.COM	BOOKS, DVDS, SUPPLIES	328.93
BAKER & TAYLOR	BOOKS	658.85
HI-LINE	SHOP SUPPLIES	696.94
MEDIACOM	CABLE SERVICE	41.90
MENARDS	HOOVER TRAIL BRIDGE MTRLS	3,424.19
MIDWEST FRAME & AXLE	TRUCK PARTS	121.07
MIDWEST UNDERGROUND CONTRACTORS	EAST SIDE WATER MAINS PH2	114,796.72
OLSON, KEVIN	LEGAL SERVICES-SEPT 2024	1,500.00
PANTHER UNIFORMS	UNIFORMS-POLICE	640.68
PLUNKETT'S PEST CONTROL	PEST CONTROL	160.14
QC ANALYTICAL SERVICES	LAB ANALYSIS	868.00
STATE INDUSTRIAL PRODUCTS	CHEMICALS	161.62
SCOTT STUELAND	CEMETERY STUMP GRIND	3,400.00
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	2,265.09
ALLIANT ENERGY	ALLIANT ENERGY	16,946.58
CULLIGAN WATER TECHNOLOGIES	WATER SOFTENER SERVICE	30.49
FIRST DUE HOSE	HOSE TESTING	2,142.70
IA LAW ENFORCEMENT ACADEMY	DEESCALATION TRAINING	25.00
LAW ENFORCEMENT SYSTEMS	PARKING TICKET BOOKS	214.00
LEAF CAPITAL FUNDING	COPIER LEASE-LIBRARY	142.02
LINDE GAS & EQUIPMENT	OXYGEN TANKS-FIRE	65.83
LINN COUNTY REC	STREET LIGHTS	260.23
MPEC	MOWER BATTERY	134.91
STATE HYGIENIC LAB	LAB ANALYSIS	72.50
SUMMIT FIRE PROTECTION	EXTINGUISHER RECHARGE	175.50
WEST BRANCH REPAIRS	VEHICLE SERVICE-POLICE	162.00
WEST BRANCH TIMES	LEGAL PUBLICATIONS	610.12
TOTAL		176,807.23
GRAND TOTAL EXPENDITURES		291,833.96
FUND TOTALS		
001 GENERAL FUND	50,868.42	
022 CIVIC CENTER	656.08	
031 LIBRARY	6,668.81	
110 ROAD USE TAX	8,538.28	
112 TRUST AND AGENCY	28,915.70	
226 DEBT SERVICE	600.00	
324 WW TREATMENT FACILITY	2,458.00	
330 EAST SIDE WATER MAIN PH2	128,223.47	
331 CEDAR JOHNSON RD RECON	20,514.36	
600 WATER FUND	20,799.63	
610 SEWER FUND	17,166.98	
740 STORM WATER UTILITY	6,424.23	
GRAND FUND TOTAL	291,833.96	

**REVENUE-FISCAL YEAR 2025**  
**FUND      AUGUST**

001 GENERAL FUND	32,653.81
022 CIVIC CENTER	415.00
031 LIBRARY	477.00
110 ROAD USE TAX	26,349.94
112 TRUST & AGENCY	2,933.51
121 LOCAL OPTION SALES TAX	26,249.41
125 TIF	76.67
226 DEBT SERVICE	248.78
324 WW TREATMENT FACILITY	85,546.47
330 EASTSIDE WATER MAINS PH2	104,443.19
600 WATER FUND	74,490.80
610 SEWER FUND	81,363.18
740 STORM WATER UTILITY	5,717.25
TOTAL	440,965.01

The Council had no comments.

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

**PRESENTATIONS / COMMUNICATIONS / OPEN FORUM**

David Bitterman, LRS introduced himself as being the new leader for the North Liberty location since August of 2024. Bitterman said he was aware that the City is seeking proposals for providing trash and recycling services and asked if the Council had any feedback for them to retain the City's business. Bitterman admitted to struggles the City had this past year and said they were committed to addressing any problems as they occur to regain the City's trust.

**PUBLIC HEARING / NON-CONSENT AGENDA**

Public Hearing – on the Proposed Amendment #7 to the Amended and Restated West Branch Urban Renewal Plan.

Laughlin opened the public hearing at 7:10. There were no public comments. Laughlin closed the public hearing at 7:11.

Resolution 2024-104 – Approving and Adopting Amendment No. 7 to the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area. / Move to action.

This amendment includes the addition of three new projects; a TIF rebate for the new dental office on West Main Street, construction costs for the reconstruction of Cedar-Johnson Road and construction costs for the reconstruction of West Main Street. Olson explained that the costs are over estimated to include inflation since not all projects will be completed at the same time.

Motion by Dean, second by Sexton to approve Resolution 2024-104. AYES: Dean, Sexton, Miller, Stoolman, Horihan. NAYS: None. Motion carried.

First Reading of Ordinance 816 – Amending Chapter 69 – Parking Regulations. / Move to action.

Miller asked why the parking limit was being requested. Brick said that over the past few years, parking along Poplar Street has increased and that often times city office visitors have nowhere to park when conducting city business. By implementing a thirty-minute parking zone, this should alleviate all day parking in front of the office. Miller asked if employees would be able to park in the new restricted zone and Brick confirmed that the ordinance would be enforced to all.

Motion by Dean, second by Horihan to approve the first reading of Ordinance 816. AYES: Dean, Horihan, Stoolman, Miller, Sexton. NAYS: None. Motion carried.

First Reading of Ordinance 817 – Amending Chapter 30 – Police Department. / Move to action.

Horihan questioned the thirty-mile residency requirement based on reporting of the West Branch Times which said the thirty-mile limit could include parts of Illinois. Horihan asked Chief Hall if he was still okay with that mileage limit if it allowed someone from out of state to work for the department. Hall responded to Horihan's question and said he had no issue since it is most likely not to happen. Stoolman commented that the former Chief had a similar request in 2023, a request the Council denied. Miller responded to Stoolman and said once

the Council realized that they were not attracting qualified candidates, they had to be willing to make some changes or the City wouldn't have a police department.

Motion by Dean, second by Miller to approve the first reading of Ordinance 817. AYES: Dean, Miller, Horihan, Sexton. NAYS: Stoolman. Motion carried.

Resolution 2024-105 - Approve Invoice #35132 in the amount of \$2581.25 to Impact7G for the Wapsi Creek Widening SRF Sponsored Project. / Move to action.

Miller questioned "when are going to stop paying and start doing"? Schechinger stated that FEMA is questioning some of the modeling done by USGS in the past and each time they question something, the ninety-day response time starts again. Schechinger said he is very frustrated with the process and is seeking higher authority to keep things moving through the approval process.

Motion by Dean, second by Sexton to approve Resolution 2024-105. AYES: Dean, Sexton, Horihan, Miller, Stoolman. NAYS: None. Motion carried.

Resolution 2024-106 – Amending the West Branch Employee Handbook. / Move to action.

This resolution repeals 2024-103 approved by the City Council on September 16, 2024. The revised resolution more clearly defines the difference in work week versus work periods for certain employees and corrects the hours that police officers must work before overtime pay is earned based on their compressed work schedule. This language will be incorporated into the West Branch Employee Handbook.

Motion by Dean, second by Miller to approve Resolution 2024-106. AYES: Dean, Miller, Stoolman, Horihan, Sexton. NAYS: None. Motion carried.

Resolution 2024-107– Approve a Revised Final Plat for Heritage Hill. / Move to action.

Jon Marner, MMS Consultants representing Heritage Hill Subdivision said the reason for the revised final plat is to create individual parcels to make home buying more attractive. Marner also mentioned that the trail was relocated to the outside of the detention basin on the west side of the property. He said adjustments were also made to the south end of the trail to provide more green space between the trail and the retaining wall for added safety to trail users.

Motion by Dean, second by Sexton to approve Resolution 2024-107. AYES: Dean, Sexton, Horihan, Miller, Stoolman. NAYS: None. Motion carried.

Resolution 2024-108 – Approving a Program Membership Agreement with US Bank. / Move to action.

Olson explained that the City has been part of a consortium with US Bank since 2014 and that ten-year agreement has expired. This new agreement will renew that membership. Miller asked why the City still uses US Bank since they are no longer have a West Branch location and if the City should look toward moving their business to Fidelity Bank and Trust. No direction was given to staff to make any changes at this time.

Motion by Sexton, second by Miller to approve Resolution 2024-108. AYES: Sexton, Miller, Dean, Stoolman, Horihan. NAYS: None. Motion carried.

Discussion – Police officer Longlett proposed salary increase

Chief Hall asked the Council to consider increasing Longlett's annual salary to the ten-year service mark based on his prior seventeen years in law enforcement. Hall said that when Longlett was hired, he had to complete some certifications and was hired in at the certified officer rate of \$66,560.00. Hall said that Longlett has completed the required certifications and requested that Longlett should be compensated at the ten-year certified officer pay. The Council questioned what the employment offer stated and said they would honor what was promised. Laughlin directed Hall to make his official request with the Clerk for the next City Council agenda.

Discussion – Police officer Dorsey proposed salary increase

Chief Hall reminded the Council that when Officer Dorsey was hired, he had been a certified police officer in Delaware. However, Iowa did not recognize his certification and therefore Dorsey was required to attend the Iowa Law Enforcement Academy. Dorsey was hired at the certified officer rate of \$66,560 and upon completion of the academy in August, was given a two-dollar an hour pay increase. Hall is now asking for the Council to recognize Dorsey's prior certified experience of seven-years and move him to \$78,845. Miller asked Hall if these salary increases are within the Chief's budget and Hall confirmed that they are. Stoolman

questioned where the City is getting all the money to pay these salaries and Kofoed reminded the Council that budget cuts were made to various departments and services in order to afford five well paid officers. Miller and Horihan said they are supportive of the request. Laughlin directed Hall to make his official request with the Clerk for the next City Council agenda.

Discussion – Review Franchise Fees revenue purpose statement

Brick asked the Council to review the draft resolution so that they were comfortable in moving forward with the revenue purpose statement. Brick asked the attorney to review the statement to ensure that it covered park debt and improvements as the draft language was vague. Olson agreed that additional language should be added. Brick said she would work with Olson and bring another resolution back to Council for their approval.

**CITY ADMINISTRATOR REPORT**

Kofoed thanked Public Works for their work on rebuilding the pedestrian bridge on the Hoover Nature Trail that was failing. The bridge re-opened late last week.

**CITY ATTORNEY REPORT - No report**

**CITY ENGINEER REPORT**

Schechinger reported on various city projects and said that the two major projects would be wrapping up by the end of October. He also noted that the sewer meter installed at the West Branch Village was installed improperly and is in need of replacement. West Branch Village is working with their engineers to accomplish this. Schechinger also informed the Council that he is reviewing the final plat for the Meadows Part 6 and will be providing comments for it to go to Planning & Zoning.

**STAFF REPORTS**

Brick informed the Council that the fire truck was successfully auctioned off on GovDeals and brought \$116,500. The truck was purchased from a volunteer fire department in Vine Grove, Kentucky and was picked up last week. Brick also noted that Dawson Brick has completed his Eagle Scout project the Council approved back in 2023. The project is a lighted archway located at the trail head of the Hoover Nature Trail near the College Street bridge.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS – No comments**

**ADJOURNMENT**

Motion to adjourn by Miller, second by Dean. Motion carried on a voice vote. City Council meeting adjourned at 7:56 p.m.

---

Roger Laughlin, Mayor

ATTEST:

---

Leslie Brick, City Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> Approve a Special Class B Retail Native Wine license for Sustainable Iowa Land Trust (SILT), located at 101 W. Main Street, West Branch.
--

<b>PREPARED BY:</b> City Clerk, Leslie Brick
--

<b>DATE:</b> October 10, 2024
-------------------------------

### BACKGROUND:

Sustainable Iowa Land Trust (SILT) has applied for a Special Class B Native Wine license for retail sales at 101 W. Main Street, West Branch. This Special Class B license allows for the sale of Iowa native wine for off-premises consumption.

We have received the following required documents:

- Copy of lease showing they have control of the premises where sales will occur.
- A sketch of the property (floor layout) where SILT operates at 101 W. Main St.
- Current zoning is CB-1 Central Business District which allows for such activities.
- Fire inspection has been completed by Building Inspector Terry Goerd.



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> Approve West Branch Fire Department appointments.
---

<b>PREPARED BY:</b> Fire Chief, Kevin Stoolman
--

<b>DATE:</b> October 10, 2024
-------------------------------

### BACKGROUND:

The following members were approved by the West Branch Fire Department on October 9, 2024:

Paxton Tisinger – firefighter  
Natalie Essington - firefighter





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> Claims for October 21, 2024
---

<b>PREPARED BY:</b> Heidi Van Auken, Finance Officer
--

<b>DATE:</b> October 14, 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****10/21/2024**

ALTORFER	SKIDLOADER DOOR PARTS	1,520.88
AMAZON.COM	BOOKS, DVDS-LIBRARY	173.44
BAKER & TAYLOR	BOOKS	177.49
CEDAR COUNTY TRANSFER	BRIDGE REPAIR DISPOSAL-P&R	340.00
CROELL	HOOVER TRAIL BRIDGE	2,778.00
ELITE HOLDING CO.	BBALL WATER BOTTLES, LHLM MEDALS-P&R	891.50
IMWCA	IMWCA FY25 INSTALLMENT 4	2,747.00
IOWA ASSN. MUN. UTILITIES	QUARTERLY SAFETY TRAINING DUES	950.00
IOWA CODIFICATION	ANNUAL WEB HOSTING	450.00
KANOPY	ON DEMAND VIDEO SERVICE	4.00
LRS HOLDINGS	TRASH & RECYCLING SEPT 2024	18,562.50
MENARDS	TOOLS, PARTS, MTRLS-PW, P&R	1,798.15
MOPPY MO'S	JANITORIAL SERVICES	892.50
PLUNKETT'S PEST CONTROL	PEST CONTROL	160.14
QC ANALYTICAL SERVICES	LAB ANALYSIS	802.00
RACOM CORPORATION	PORTABLE RADIO CLIP-POLICE	52.49
STOOLMAN, KEVIN	MILEAGE REIMBURSEMENT	375.20
THE HOME DEPOT PRO	TRASH BAGS & HAND SOAP	127.15
WEST BRANCH REPAIRS	REPLACE HEADLIGHT-POLICE	93.95
WEST BRANCH TIMES	LEGAL PUBLICATIONS	568.40
<b>TOTAL</b>		<b>33,464.79</b>

**PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS****10/11/2024****60,988.07****PAID BETWEEN MEETINGS**

CULLIGAN WATER TECH	WATER SOFTENER SERVICE	30.49
DINGES FIRE CO.	VALVE REPAIRS #192	875.25
EOCENE ENVIRONMENTAL GROUP	WIDENING WAPSI CREEK	2,581.25
HEIMAN FIRE EQUIPMENT	BOOTS & FOAM-FIRE	778.97
LINDE GAS & EQUIP.	OXYGEN TANKS REFILL-FIRE	65.83
LYNCH'S PLUMBING	WATER HEATER REPLACEMENT-FIRE	926.40
PYRAMID SERVICES	SAW MAINTENANCE-PW	307.22
STATE HYGIENIC LAB	LAB ANALYSIS	43.50
USA BLUE BOOK	WATER PLANT PARTS	1,086.25
EASTERN IA YOUTH BASKETBALL	5/6 BASKETBALL REGISTRATION	690.00
LEAF CAPITAL FUNDING	COPIER LEASE-LIBRARY	142.02
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,591.24
LINN COUNTY REC	STREET LIGHTS	306.81
PARKSIDE SERVICE	TIRE REPAIRS-SKIDLOADER, MOWER	74.58
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE-LIBRARY	100.00
WEX BANK	VEHICLE FUEL	1,677.47
SISCO	HEALTH CLAIMS 10/7/2024	151.33

VARIOUS VENDORS	UB REFUNDS	107.55
<b>TOTAL</b>		<b>11,536.16</b>
<b>GRAND TOTAL EXPENDITURES</b>		<b>105,989.02</b>
<b>FUND TOTALS</b>		
001 GENERAL FUND		59,464.18
022 CIVIC CENTER		177.57
031 LIBRARY		5,143.75
110 ROAD USE TAX		7,492.63
112 TRUST AND AGENCY		13,225.04
321 WIDENING WAPSI CREEK		2,581.25
600 WATER FUND		8,466.85
610 SEWER FUND		8,904.17
740 STORM WATER UTILITY		<u>533.58</u>
<b>GRAND FUND TOTAL</b>		<b>105,989.02</b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
POLICE OPERATION	GENERAL FUND	RACOM CORPORATION WEST BRANCH REPAIRS	PORTABLE RADIO CLIP-POLICE	52.49			
			REPLACE HEADLIGHT-POLICE	93.95			
			TOTAL:	146.44			
FIRE OPERATION	GENERAL FUND	STOOLMAN, KEVIN MOPPY MO'S LLC	MILEAGE REIMBURSEMENT	375.20			
			JANITORIAL SERVICES-FIRE	17.50			
			TOTAL:	392.70			
PARK & RECREATION	GENERAL FUND	MENARDS CEDAR COUNTY TRANSFER STATION CROELL, INC. ELITE HOLDING COMPANY  THE HOME DEPOT PRO MOPPY MO'S LLC	MTRLS-P&R	1,506.36			
			BRIDGE REPAIR DISPOSAL-P&R	340.00			
			HOOVER TRAIL BRIDGE	2,778.00			
			K-2 BBALL WATER BOTTLES-P&	800.00			
			LHLM MEDALS-P&R	91.50			
			PARK TRASH BAGS	37.75			
			CLEANING SERVICES-P&R	210.00			
			TOTAL:	5,763.61			
			CLERK & TREASURER	GENERAL FUND	PLUNKETT'S PEST CONTROL INC IOWA CODIFICATION INC MOPPY MO'S LLC	PEST CONTROL-CITY OFFICE	55.07
						ANNUAL WEB HOSTING	450.00
CLEANING SERVICES-CITY	140.00						
TOTAL:	645.07						
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES	LEGAL PUBLICATIONS	568.40			
TOTAL:	568.40						
SOLID WASTE	GENERAL FUND	LRS HOLDINGS, LLC	TRASH & RECYCLING SEPT 202	18,562.50			
TOTAL:	18,562.50						
TOWN HALL	CIVIC CENTER	PLUNKETT'S PEST CONTROL INC MOPPY MO'S LLC	PEST CONTROL-TOWN HALL	55.07			
			CLEANING SERVICES-TH	122.50			
			TOTAL:	177.57			
LIBRARY	LIBRARY	PLUNKETT'S PEST CONTROL INC BAKER & TAYLOR INC. THE HOME DEPOT PRO KANOPY AMAZON.COM.CA., INC. MOPPY MO'S LLC	PEST CONTROL-LIBRARY	50.00			
			BOOKS	177.49			
			HAND SOAP-LIBRARY	89.40			
			ON DEMAND VIDEO SERVICE	4.00			
			BOOKS, DVDS-LIBRARY	173.44			
			JANITORIAL SERVICES-LIBRAR	402.50			
			TOTAL:	896.83			
			ROADS & STREETS	ROAD USE TAX	ALTORFER INC	SKIDLOADER DOOR PARTS	1,357.97
SKIDLOADER DOOR PARTS	162.91						
TOTAL:	1,520.88						
POLICE OPERATIONS	TRUST AND AGENCY	IMWCA	WORK COMP - POLICE	582.74			
TOTAL:	582.74						
FIRE OPERATION	TRUST AND AGENCY	IMWCA	WORK COMP - FIRE	1,395.52			
TOTAL:	1,395.52						
BUILDING INSPECTIONS	TRUST AND AGENCY	IMWCA	WORK COMP - BLDG INSPECT	19.71			
TOTAL:	19.71						
ROADS & STREETS	TRUST AND AGENCY	IMWCA	WORK COMP - STREETS	439.28			
TOTAL:	439.28						

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LIBRARY	TRUST AND AGENCY	IMWCA	WORK COMP - LIBRARY	18.40
			TOTAL:	18.40
PARK & RECREATION	TRUST AND AGENCY	IMWCA	WORK COMP - PARK & REC	111.96
			TOTAL:	111.96
CEMETERY	TRUST AND AGENCY	IMWCA	WORK COMP - CEMETERY	44.79
			TOTAL:	44.79
CLERK & TREASURER	TRUST AND AGENCY	IMWCA	WORK COMP - ADMIN	40.42
			TOTAL:	40.42
WATER OPERATING	WATER FUND	IMWCA	WORK COMP - WATER	72.43
			TOTAL:	72.43
SEWER OPERATING	SEWER FUND	IOWA ASSN. MUN. UTILITIES	QUARTERLY SAFETY TRAINING	950.00
			QC ANALYTICAL SERVICES LLC	802.00
			MENARDS	291.79
			IMWCA	21.75
			TOTAL:	2,065.54

===== FUND TOTALS =====		
001	GENERAL FUND	26,078.72
022	CIVIC CENTER	177.57
031	LIBRARY	896.83
110	ROAD USE TAX	1,520.88
112	TRUST AND AGENCY	2,652.82
600	WATER FUND	72.43
610	SEWER FUND	2,065.54
-----		
	GRAND TOTAL:	33,464.79
-----		



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> <b>Second Reading of Ordinance 816</b> – Amending Chapter 69 – Parking Regulations. / Move to action.
---

<b>PREPARED BY:</b> Police Chief, Greg Hall
---

<b>DATE:</b> October 8, 2024
------------------------------

### **SUMMARY:**

The purpose of this ordinance is to regulate parking at City Office for the convenience of visitors conducting short-duration business and to ensure the efficient flow of traffic in the vicinity. This area is directly in front of City Office, located at 110 N. Poplar Street.

#### Hours of Enforcement

The 30-minute parking zone shall be enforced during the following hours:

Monday to Friday: 8:00 AM to 4:00 PM

Exempt hours: Saturday Sunday and legal holidays

Enforcement of this ordinance shall be the responsibility of designated City law enforcement personnel or parking enforcement officers. Vehicles parked in violation of this ordinance are subject to citation and/or towing at the owner's expense.

#### Signage

The City shall install conspicuous signs indicating "30-Minute Parking Only" at the designated area. Signage shall also display the hours of enforcement.

#### Exemptions

Exemptions to the 30-minute parking limit may be granted for official City vehicles, emergency vehicles, and vehicles displaying valid disability parking permits. Exemptions may be subject to conditions as determined by the City administration.

**ORDINANCE NO. 816**

**AN ORDINANCE AMENDING CHAPTER 69 "PARKING REGULATIONS".**

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

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

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

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

**Section 1: Amendment.** The Code of Ordinances is hereby amended by the City Council of West Branch, Iowa by adding the following new section to Chapter 69, "PARKING REGULATIONS", Section 69.10, THIRTY MINUTE PARKING ZONES.

*(Insert after current subsection)*

**69.10 THIRTY MINUTE PARKING ZONES.** Parking on the following streets is restricted to thirty minutes between the hours of 8:00 a.m. and 4:00 p.m. daily except Saturdays, Sundays, and legal holidays.

1. On the west side of N. Poplar Street directly in front of the City Office and/or 110 N. Poplar Street.

Renumber all remaining sections after these changes.

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

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

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

**Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024**

First Reading:           October 7, 2024  
 Second Reading:       October 21, 2024  
 Third Reading:

\_\_\_\_\_  
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

<b>MEETING DATE:</b>	October 21, 2024
<b>AGENDA ITEM:</b>	<b>Second Reading of Ordinance 817</b> – Amending Chapter 30 – Police Department. / Move to action.
<b>PREPARED BY:</b>	Police Chief, Greg Hall
<b>DATE:</b>	October 8, 2024

### SUMMARY:

The West Branch Police Department is continually looking for ways to attract and retain police officers for the City of West Branch. While recruitment has taken several months to complete, I feel it is necessary to revisit the 8-mile residency requirement for police officers.

The subject of extending and/or eliminating the residency requirement was discussed at prior City Council meetings recently, it was expressed by the Council to consider extending the residency requirement from 8 miles to 30 miles.

Ordinance 817 reflects the City Council's desire to enact the change with support from the West Branch Police Chief.



**ORDINANCE NO. 817**

**AN ORDINANCE AMENDING CHAPTER 30 “POLICE DEPARTMENT”**

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 30 “POLICE DEPARTMENT” of the Code of West Branch, Iowa is hereby amended by deleting Section 30.11 “RESIDENCY REQUIREMENT” in its entirety and inserting in lieu thereof:

**30.11 RESIDENCY REQUIREMENT**

All full-time peace officers, including the Police Chief, shall establish a residence within a **thirty (30)** mile radius of West Branch within six months of their date of employment, and continued residency within that **thirty (30)** mile radius of West Branch is a requirement for continued employment with the City. **Peace officers (excluding the Police Chief) will not utilize a city vehicle for transportation to and from any residence outside of the City limits, unless the full-time peace officer receives authorization from the Police Chief, City Administrator or City Council to do so.** The Police Chief shall ensure that all full-time peace officers comply with these requirements.

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
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 \_\_\_\_ day of \_\_\_\_\_, 2024.

First Reading:                      October 7, 2024  
Second Reading:                    October 21, 2024  
Third Reading:

\_\_\_\_\_  
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

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> <b>First Reading Ordinance 818</b> - Providing that General Property Taxes Levied and Collected on Certain Lots in The Meadows, Part 4A and Part 4B and Pedersen Valley, Part One in West Branch, Iowa be paid to a Special Fund for Payments on Loans in connection to the West Branch Urban Renewal Area.
---

<b>PREPARED BY:</b> City Clerk, Leslie Brick
--

<b>DATE:</b> October 14, 2024
-------------------------------

### BACKGROUND:

#### **The Meadows Part 4A and 4B:**

The City of West Branch entered into that certain Developer's Agreement with The Meadow's Development (Resolution 1743) on October 1, 2018 which includes Tax Increment Rebate payments for the development of fifty-seven lots in The Meadows Part 4A and Part 4B.

The terms of the Development Agreement state that the City shall make annual incremental tax payments to the Developer which shall be 70% of the total incremental tax revenues received by the City from the Development property. Said payments shall continue until such time the total aggregate payments equal \$395,000 or December 31, 2035, which occurs sooner.

#### **Pedersen Valley, Part One - KBH Holding LLC:**

The City of West Branch entered into that certain Developer's Agreement with KBH Holdings (via Resolution 2024-116) which includes Tax Increment Rebate payments for the development of a dental office.

The terms of the Development Agreement state that the City shall make annual incremental tax payments to the Developer which shall be 25% of the total incremental tax revenues received by the City from the Development property by the Cedar County Treasurer. Said payments shall continue for the lesser of ten (10) years or when the total aggregate payments of the incremental tax revenues to the Developer under this Agreement equals \$101,000.00.

## ORDINANCE 818

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED ON CERTAIN LOTS IN THE MEADOWS, PART 4A AND PART 4B AND PEDERSEN VALLEY, PART ONE, WEST BRANCH, IOWA, IN THE CITY OF WEST BRANCH, COUNTY OF CEDAR, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WEST BRANCH, COUNTY OF CEDAR, WEST BRANCH COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH SAID WEST BRANCH URBAN RENEWAL AREA.

WHEREAS, KLM Investments, LLC and the City of West Branch entered into that certain development agreement for the construction of a project located in the Meadows Subdivision, Parts 4A and 4B, West Branch, Iowa; and

WHEREAS, the following properties are located in the West Branch Urban Renewal Area:

- a. Lot 1, The Meadows Subdivision, Part 4B, West Branch, Iowa
- b. Lot 4, The Meadows Subdivision, Part 4B, West Branch, Iowa
- c. Unit A, Lot 5, The Meadows Subdivision, Part 4B, West Branch, Iowa
- d. Unit B, Lot 5, The Meadows Subdivision, Part 4B, West Branch, Iowa
- e. Unit A, Lot 6, The Meadows Subdivision, Part 4B, West Branch, Iowa
- f. Unit B, Lot 6, The Meadows Subdivision, Part 4B, West Branch, Iowa
- g. Unit A, Lot 8, The Meadows Subdivision, Part 4B, West Branch, Iowa
- h. Unit B, Lot 8, The Meadows Subdivision, Part 4B, West Branch, Iowa
- i. Lot 28, The Meadows Subdivision, Part 4B, West Branch, Iowa
- j. Lot 29, The Meadows Subdivision, Part 4B, West Branch, Iowa
- k. Parcel N of Lots 1-3, The Meadows Subdivision, Part 4A, West Branch, Iowa

(the “Meadows Properties”); and

WHEREAS, KBH Holdings and the City of West Branch entered into that certain development agreement for the construction of a project on Lot 1, Pedersen Valley, Part One, West Branch, Iowa (collectively the “Pedersen Valley Properties”); and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the West Branch Urban Renewal Area, and the continuing needs of redevelopment of the Property within the West Branch Urban Renewal Area are such as to require the continued application of the incremental tax resources of the West Branch Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Section 1: The taxes levied against the Meadows Properties and Pedersen Valley Properties by and for the benefit of the State of Iowa, City of West Branch, County of Cedar, West Branch Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2: As to the Meadows Properties and Pedersen Valley Properties, that portion of the taxes which would be produced by the rate at which the tax is levied each year by and for each of the taxing districts taxing the Property in the West Branch Urban Renewal Area upon the total sum of the assessed value of Property, being the first day of the calendar year preceding the effective date of this Ordinance, that date being January 1, 2023, shall be allocated to and when collected be paid into a fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined may be referred to herein as the “base period taxes.”

Section 3: That portion of the taxes each year in excess of base period taxes for the Meadows Properties and Pedersen Valley Properties shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of West Branch to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of West Branch, Iowa to finance or refinance, in whole or in part, urban renewal projects

undertaken within the West Branch Urban Renewal Area pursuant to the Urban Renewal Plan, as amended.

Section 4: At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of West Branch referred to in Section 3 hereof have been paid, or the City has provided for the division of taxes for a total of twenty (20) fiscal years, whichever is sooner, all monies thereafter received from taxes upon the Property shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 5: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the West Branch Urban Renewal Area and the territory contained therein.

Section 6: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

First Reading:           October 21, 2024  
Second Reading:  
Third Reading:

\_\_\_\_\_  
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

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> <b>First Reading Ordinance 819</b> - Providing that General Property Taxes Levied and Collected each year on lots in Heritage Hill Subdivision, West Branch, Iowa be paid to a Special Fund for Payments on Loans in connection to the West Branch Urban Renewal Area.
--

<b>PREPARED BY:</b> City Clerk, Leslie Brick
--

<b>DATE:</b> October 15, 2024
-------------------------------

### BACKGROUND:

The City of West Branch entered into that certain Developer's Agreement with BBCO LLC (Resolution 2022-66) on June 20, 2022 which includes Tax Increment Rebate payments for improvements made to the property known as Heritage Hill Subdivision.

Developer's Agreement which states that the Developer is eligible for 75% of available tax increment revenues created by the Project over a 10-year period after an initial period of abatement for ten (10) years.

During each year of the abatement period, the City shall calculate the savings to the Developer based upon the real estate taxes saved by subtracting the annual real estate taxes that would have been paid pursuant to a 100% assessment on the Development Project and the actual amount paid by the Developer during the abatement period (the "Abatement Taxes Saved").

## ORDINANCE 819

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON PARCELS LOCATED IN HERITAGE HILL, WEST BRANCH, IOWA, IN THE CITY OF WEST BRANCH, COUNTY OF CEDAR, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WEST BRANCH, COUNTY OF CEDAR, WEST BRANCH COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH SAID WEST BRANCH URBAN RENEWAL AREA.

WHEREAS, BBCO, LLC and the City of West Branch entered into that certain development agreement for the construction of a project located in Heritage Hill, West Branch, Iowa, namely on Parcel No. 0500-13-05-361-007-0 (the "Property"); and

WHEREAS, the Property is located in the West Branch Urban Renewal Area; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the West Branch Urban Renewal Area, and the continuing needs of redevelopment of the Property within the West Branch Urban Renewal Area are such as to require the continued application of the incremental tax resources of the West Branch Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Section 1: The taxes levied against the Property by and for the benefit of the State of Iowa, City of West Branch, County of Cedar, West Branch Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2: As to the Property, that portion of the taxes which would be produced by the rate at which the tax is levied each year by and for each of the taxing districts taxing the Property in the West Branch Urban Renewal Area upon the total sum of the assessed value of Property, being the first day of the calendar year preceding the effective date of this Ordinance, that date being January 1, 2023, shall be allocated to and when collected be paid into a fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined may be referred to herein as the "base period taxes." The assessed value of the Property on said January 1, 2023 is \$74,730.00.

Section 3: That portion of the taxes each year in excess of base period taxes for the Property shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of West Branch to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of West Branch, Iowa to finance or refinance, in whole or in part, urban renewal projects undertaken within the West Branch Urban Renewal Area pursuant to the Urban Renewal Plan, as amended.

Section 4: At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of West Branch referred to in Section 3 hereof have been paid, or the City has provided for the division of taxes for a total of twenty (20) fiscal years, whichever is sooner, all monies thereafter received from taxes upon the Property shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 5: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the West Branch Urban Renewal Area and the territory contained therein.

Section 6: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

First Reading:           October 21, 2024  
Second Reading:  
Third Reading:

\_\_\_\_\_  
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

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> Resolution 2024-109 - Approving Change Order Number 3 in the amount \$8,025.00 for the Phase 2 Eastside Water Main Improvement Project.
---

<b>PREPARED BY:</b> Leslie Brick, City Clerk
--

<b>DATE:</b> October 7, 2024
------------------------------

### SUMMARY:

The details for Change Order #3 for the Phase 2 Eastside Water Main Improvements Project is for the following modifications:

1. Additional labor, equipment, and materials to verify water main locations and temporary water services.

Change Order No. 3 increases the contract amount by \$8,025.00.



**RESOLUTION 2024-109**

**A RESOLUTION APPROVING CHANGE ORDER #3 IN THE AMOUNT OF \$8,025.00 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 #3 is for additional labor, equipment, and materials to verify water main location and temporary waster services; and

**WHEREAS**, it is now necessary to approve Change Order #3 that increases the contract amount by \$8,025.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Branch, that Change Order #3 in the amount of \$8,025.00 for the Phase 2 Eastside Water Main Improvement Project is approved.

**Passed and approved this 21st day of October, 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

October 7, 2024

CHANGE ORDER NO. 3

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

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

- 1. Additional labor, equipment, and materials to verify water main locations and temporary water service including:
  - a. Mini excavator 15 hrs @ \$125/hr. \$ 1,875.00
  - b. Hydro vac 6 hrs @ \$250/hr. \$ 1,500.00
  - c. Operator 15 hrs @ \$85/hr. \$ 1,275.00
  - d. Labor 45 hrs @ \$75/hr. \$ 3,375.00

Total: \$ 8,025.00

Change Order No. 3 increases the contract amount by \$ 8,025.00.

**MIDWEST UNDERGROUND CONTRACTORS**

**CITY OF WEST BRANCH, IOWA**

By Justin Lopata

By \_\_\_\_\_

Title President

Title \_\_\_\_\_

Date 10/07/2024

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By 

By \_\_\_\_\_

Title Project Engineer

Title \_\_\_\_\_

Date 10/7/2024

Date \_\_\_\_\_

V&K No. 368302



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 21, 2024
<b>AGENDA ITEM:</b>	<b>Resolution 2024-110</b> - Approving Pay Estimate Number 6 in the amount of \$113,223.60 to Midwest Underground Contractors Inc. for the Phase 2 Eastside Water Main Replacement Project.
<b>PREPARED BY:</b>	City Clerk, Leslie Brick
<b>DATE:</b>	October 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
2	\$112,526.84	2024-62	June 17, 2024
3	\$82,852.75	2024-89	August 5, 2024
4	\$78,679.00	2024-92	August 19, 2024
5	<u>\$114,796.72</u>	2024-101	September 16, 2024
	<u>\$540,660.28</u>		

**RESOLUTION 2024-110**

**RESOLUTION APPROVING PAY ESTIMATE NUMBER 6 IN THE AMOUNT OF \$113,223.60 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 through 5 in the amount of \$540,660.28 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 6 in the amount of \$113,223.60 to Midwest Underground Contractors, Inc.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the West Branch, Iowa, that Pay Estimate Number 6 in the amount of \$113,223.60 to Midwest Underground Contractors, Inc. is approved.

**Passed and approved this 21st day of October, 2024.**

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

ATTEST:

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



October 3, 2024

**PAY ESTIMATE NO. 6**  
**PHASE 2 EAST SIDE WATER MAIN REPLACEMENT**  
**WEST BRANCH, IOWA**

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

Contract Amount \$840,277.00  
Contract Date February 20, 2024  
Pay Period Sept 6, 2024 -October 3, 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, CI 13, Rdwy + Borrow	CY	43	\$ 16.00	\$ 688.00		\$ -
2.5	Excav, CI 10, Unstbl Mtrl, Core-Out	CY	350	\$ 16.00	\$ 5,600.00		\$ -
2.6	Topsoil, Furn + Spread	CY	100	\$ 42.00	\$ 4,200.00	40	\$ 1,680.00
2.7	Topsoil, Strip, Salvage + Spread	CY	100	\$ 22.00	\$ 2,200.00		\$ -
2.8	Modified Subbase	CY	178	\$ 45.00	\$ 8,010.00	120.0	\$ 2,887.00
2.9	Rmvl of Pav't	SY	648	\$ 12.00	\$ 7,776.00	457.86	\$ 5,494.32
2.10	Rmvl of Sidewalk	SY	4	\$ 12.00	\$ 48.00	2	\$ 24.00
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	6	\$ 4,500.00
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, CI A CI 3, 7"	SY	254	\$ 100.00	\$ 25,400.00	82.11	\$ 8,211.00
2.15	Std/S-F PCC Pav't, CI A CI 3, 10"	SY	394	\$ 105.00	\$ 41,370.00	432.02	\$ 45,362.10
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	25.49	\$ 2,549.00
2.20	Sidewalk, PCC, 6"	SY	4	\$ 120.00	\$ 480.00	5.25	\$ 630.00
2.21	WM, Bored, Certalok, 6"	LF	2,056	\$ 60.00	\$ 123,360.00	1,962	\$ 117,720.00
2.22	WM, Trenched, DR-18 C900, 6"	LF	20	\$ 40.00	\$ 800.00	99	\$ 3,960.00
2.23	WM, Bored, DIP, 6", Nitrile Gaskets	LF	1,380	\$ 98.00	\$ 135,240.00	1384	\$ 135,632.00
2.24	WM, Trenched, DR-18 C900, 8"	LF	73	\$ 55.00	\$ 4,015.00	12.88	\$ 708.40
2.25	WM, Bored, DIP, 8", Nitrile Gaskets	LF	222	\$ 150.00	\$ 33,300.00	222	\$ 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	17	\$ 25,500.00
2.29	Bored in-Place Service	Ea	38	\$ 1,900.00	\$ 72,200.00	18	\$ 34,200.00
2.30	Valve, Gate, 6"	Ea	14	\$ 2,100.00	\$ 29,400.00	12	\$ 25,200.00
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	3	\$ 5,250.00
2.34	Fire Hydrant Assembly, WM-201	Ea	4	\$ 7,000.00	\$ 28,000.00	6	\$ 42,000.00
2.35	Construction Survey	LS	1	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00
2.36	Traffic Control	LS	1	\$ 4,700.00	\$ 4,700.00	1	\$ 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	0.75	\$ 41,250.00
2.38	Turf Reinforcement Mat (TRM)	Sq	50	\$ 90.00	\$ 4,500.00	10.7	\$ 963.00
2.39	Seed + Fertilize (Urban)	LS	1	\$ 17,500.00	\$ 17,500.00	0.5	\$ 8,750.00
2.40	Saw Cutting Dust Control	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
2.41	Vibration Monitoring	LS	1	\$ 95,000.00	\$ 95,000.00	0.75	\$ 71,250.00
<b>Contract Price:</b>					<b>\$ 840,277.00</b>		<b>\$ 660,790.82</b>

### 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	0	\$ 150.00	
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"	0	\$ 2,100.00	
2.31	Valve, Gate, 8"	0	\$ 2,800.00	
2.32	Valve, Gate, 12"	0	\$ 4,700.00	
<b>Total</b>				<b>\$ -</b>

<b>SUMMARY</b>			
		<b>Total Approved</b>	<b>Total Completed</b>
Contract Price		\$ 840,277.00	\$ 660,790.82
Approved Change Order (list each)	Change Order No. 1	\$ 18,500.00	\$ 18,500.00
	Change Order No. 2	\$ 983.00	\$ 983.00
	Change Order No. 3	\$ 8,025.00	\$ 8,025.00
	Revised Contract Price		\$ 867,785.00

Stored \$ -  
 Total Earned \$ 688,298.82  
 Retainage (5%) \$ 34,414.94  
**Total Earned Less Retainage \$ 653,883.88**

Total Previously Approved (list each)	Pay Estimate No. 1	\$ 151,804.97	
	Pay Estimate No. 2	\$ 112,526.84	
	Pay Estimate No. 3	\$ 82,852.75	
	Pay Estimate No. 4	\$ 78,679.00	
	Pay Estimate No. 5	\$ 114,796.72	

Total Previously Approved \$ 540,660.28

Percent Complete 79%

**Amount Due This Request \$ 113,223.60**

The amount \$113,223.60 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:  \_\_\_\_\_

Signature:  \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Justin Lopata

Name: Eric Gould

Name: \_\_\_\_\_

Title: President

Title: Engineer

Title: \_\_\_\_\_

Date: 10/07/2024

Date: October 3, 2024

Date: \_\_\_\_\_



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> Resolution 2024-111 - Approving a salary adjustment for Police Officer Ryan Dorsey.
---

<b>PREPARED BY:</b> Chief of Police, Greg Hall
--

<b>DATE:</b> October 10, 2024
-------------------------------

### BACKGROUND:

October 2024 marks the completion of Officer Ryan Dorsey's 6-month probationary period with the West Branch Police Department. Dorsey has shown his abilities and attributes that have made him an excellent officer for the City of West Branch.

I am asking the City Council to recognize Officer Dorsey on the 7 years of service pay scale.



**RESOLUTION 2024-111**

**A RESOLUTION APPROVING A SALARY ADJUSTMENT FOR  
POLICE OFFICER RYAN DORSEY**

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

Section 1. Officer Dorsey has successfully completed his six-month orientation period and Chief Hall recommends that Officer Dorsey’s prior law enforcement experience be recognized.

Section 2. Chief Hall recommends that Officer Dorsey be moved to the seven (7) year Certified experience level on the FY25 West Branch Police Department Wage Scale Matrix adopted by the West Branch City Council on December 4, 2023 via Resolution 2023-129.

Section 3. The following person and position named shall be paid the hourly wage indicated below 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:

<u>Position</u>	<u>Name</u>	<u>Current Wage</u>	<u>New Wage</u>
Police Officer	Ryan Dorsey	\$32.00/hr	\$37.91/hr

SECTION 4. The hourly wage increase will go into effect on November 4, 2024.

**Passed and approved this 21st day of October, 2024.**

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

ATTEST:

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



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> Resolution 2024-112 - Approving a salary adjustment for Police Officer Brad Longlett.
---

<b>PREPARED BY:</b> Chief of Police, Greg Hall
--

<b>DATE:</b> October 10, 2024
-------------------------------

### BACKGROUND:

November 2024 marks the completion of Officer Brad Longlett's 6-month probationary period with the West Branch Police Department. Officer Longlett has shown his abilities and attributes that have made him an excellent officer for the City of West Branch.

I am asking the City Council to recognize Officer Longlett on the 10 years of service pay scale.

**RESOLUTION 2024-112**

**A RESOLUTION APPROVING A SALARY ADJUSTMENT FOR  
POLICE OFFICER BRAD LONGLETT**

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

Section 1. Officer Longlett will complete his six-month orientation period on November 20, 2024 and Chief Hall recommends that Officer Longlett's prior law enforcement experience be recognized.

Section 2. Chief Hall recommends that Officer Longlett be moved to the ten (10) year Certified experience level on the FY25 West Branch Police Department Wage Scale Matrix adopted by the West Branch City Council on December 4, 2023 via Resolution 2023-129.

Section 3. The following person and position named shall be paid the hourly wage indicated below 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:

<u>Position</u>	<u>Name</u>	<u>Current Wage</u>	<u>New Wage</u>
Police Officer	Brad Longlett	\$32.00/hr	\$39.09/hr

SECTION 4. The hourly wage increase will go into effect on November 4, 2024.

**Passed and approved this 21st day of October, 2024.**

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

ATTEST:

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



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
<b>AGENDA ITEM:</b> Resolution 2024-113 - Approve invoice #13-35378 in the amount of \$4,228.37 to Eocene (formerly known as Impact7G) for the Wapsi Creek Widening SRF Sponsored Project.
<b>PREPARED BY:</b> City Clerk, Leslie Brick
<b>DATE:</b> October 10, 2024

**SUMMARY:**

In October 2021, the City of West Branch was approved for Sponsored Project funds in the amount of \$719,000 associated with the Wastewater Treatment Facility Project

The City Council approved a Professional Services Agreement with Impact7G to assist Veenstra & Kimm with the design and construction of an SRF project (Wapsi Creek Widening) in an amount not to exceed \$164,300.

The City has received and paid the following invoices to Impact7G for the project to date:

Invoice	Amount	Purpose	Date
25942	\$20,782	Data collection	6/6/2022
26230	\$25,385	Data collection & planning & design	6/17/2022
25519	\$5,508	Data collection, design & funding mmgt.	6/24/2022
26665	\$9,768	Data collection & design	7/18/2022
26986	\$17,253	Data collection, design & funding mmgt.	8/19/2022
27315	\$4,802	Data collection, design & funding mmgt.	9/19/2022
27724	\$1,424	Data collection & design	11/7/2022
28474	\$6,456	Data collection, design & funding mmgt.	12/19/2022
28888	\$1,429	Funding mmgt & planning & design	2/6/2023
28265	\$1,267	Data collection, planning & design	2/21/2023
29216	\$7,056	Funding mmgt	2/21/2023
29478	\$5,210	Funding mmgt, planning & design	3/25/2023
29822	\$2,940	Funding mmgt	5/15/2023
31168	\$5,020	Funding mmgt	9/5/2023
31444	\$770.00	Funding mmgt	10/2/2023
33192	\$4970.00	Funding mmgt	2/20/2024
34364	\$382.50	Funding mmgt	7/1/2024
34618	\$5753.67	Public outreach	8/19/2024
34740	\$2852.50	Public outreach	9/3/2024
35132	\$2581.25	Public outreach	10/7/2024

\$131,609.92

**RESOLUTION 2024-113**

**A RESOLUTION APPROVING INVOICE #13-35378 IN THE AMOUNT OF \$4,228.37  
TO EOCENE (FORMERLY KNOWN AS IMPACT7G INC.)  
FOR THE WAPSI CREEK WIDENING – SRF SPONSORED PROJECT**

**WHEREAS**, The City of West Branch Sponsored Project application associated with Clean Water SRF project CS1920982-01 has been approved by the Iowa Environmental Protection Commission for \$719,000; and

**WHEREAS**, the City of West Branch is utilizing these funds to implement a water quality improvement project within the West Branch Wapsinonoc Creek Watershed based on the Watershed Assessment completed by Impact7G (now known as Eocene Environmental Group); and

**WHEREAS**, the proposed plan includes implementation of a series of water quality practices with and adjacent to the Wapsinonoc Creek south of East Main Street; and

**WHEREAS**, the project includes in-stream practices, re-meandering reaches, reconnecting the floodplain, buffer restoration and the creation of oxbows: and

**WHEREAS**, Eocene Environmental Group (aka Impact7G) has been working closely with the City Engineer on the preliminary and final design; and

**WHEREAS**, it is now necessary to approve said invoice number 13-35378 in the amount of \$4,228.37.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch, Iowa that the aforementioned invoice is approved.

**Passed and approved this 21st day of October, 2024.**

---

Roger Laughlin, Mayor

ATTEST:

---

Leslie Brick, City Clerk



Eocene Environmental Group, Inc.  
5930 Grand Ave  
West Des Moines, IA 50266  
888.972.5930

City of West Branch  
110 N Poplar Street  
PO Box 218  
West Branch, IA 52358  
Adam Kofoed

Invoice number 13-35378  
Date 10/08/2024

Project 22003 WEST BRANCH WAPSI CREEK  
SRF SPONSORED PROJECT

Eocene (P) 888.972.5930

Email Invoice to:  
adam@westbranchiowa.org  
accountspayable@westbranchiowa.org

Description	Contract Amount	Percent Complete	Prior Billed	Current Billed	Remaining Contract
Task 1 - Project & SRF Funding Management	29,400.00	96.73	28,236.25	202.18	961.57
Task 2 - Data Collection	64,400.00	100.00	64,400.00	0.00	0.00
Task 3 - Planning and Design	22,700.00	99.94	22,686.25	0.00	13.75
Task 4 - Public Outreach and Education	20,200.00	97.13	15,595.00	4,026.19	578.81
Total	136,700.00	98.86	130,917.50	4,228.37	1,554.13

Invoice total 4,228.37

*Thank you for your business!*



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> <b>Resolution 2024-114</b> – Approving and Adopting a Revenue Purpose Statement for the use of Revenues from Electric and Natural Gas Franchise Fees.
---

<b>PREPARED BY:</b> City Clerk, Leslie Brick
--

<b>DATE:</b> October 14, 2024
-------------------------------

### SUMMARY:

The first step in the process of implementing a gas & electric franchise fee is to approve, publish and hold a public hearing on the Revenue Purpose Statement indicating how the City will use the franchise fees collected.

It has been previously discussed and tentatively agreed that the franchise fees will be used like LOSST dollars: Park debt and improvements, public safety, and public infrastructure projects.

This Revenue Purpose Statement is combined to include both electric and gas as well as both service providers, Alliant Energy and Linn County REC.

**RESOLUTION 2024-114**

**RESOLUTION APPROVING AND ADOPTING A REVENUE PURPOSE STATEMENT  
FOR THE USE OF REVENUES FROM ELECTRIC AND NATURAL GAS  
FRANCHISE FEES**

**WHEREAS**, the City Council of the City of WEST BRANCH, Iowa, has chosen to establish utility franchise fees for Interstate Power and Light Company (Alliant Energy) and Linn County Rural Electric Cooperative (Linn County REC) for the sale and distribution of electric energy and natural gas within the city limits of the City; and

**WHEREAS**, pursuant to the provisions of Section 364.2, subsection (4)(f) of the Code of Iowa, the City shall prepare a Revenue Purpose Statement outlining the purposes for which the City shall use the franchise fee revenues that will be received if the proposed franchise ordinances are adopted; and

**WHEREAS**, the City Council of the City of WEST BRANCH shall hold public hearings regarding any amendment to its electric and natural gas franchise ordinances prior to adoption of any amended franchises; and

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

**SECTION 1.** That the Revenue Purpose Statement for the use or expenditure of electric and natural gas franchise fee revenues for the City of WEST BRANCH, Iowa is hereby approved and adopted as follows:

**REVENUE PURPOSE STATEMENT**

Pursuant to the provisions of Section 364.2 subsection (4)(f) of the Code of Iowa, the City of WEST BRANCH hereby establishes the following purposes allowed under Iowa Code for which franchise fee revenues from its electric and natural gas franchises with Interstate Power and Light Company (Alliant Energy) and Linn County Rural Electric Cooperative (Linn County REC) and may be used or expended:

- a. Inspecting, supervising, and otherwise regulating each franchise approved by the City.
- b. The repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, public parks, public buildings, and facilities.
- c. Projects designed to prevent or mitigate future disasters as defined in Iowa Code Section 29c.2.



d. Public safety including the equipping of fire, police, emergency services, sanitation, street, and civil defense departments.

e. The establishment, construction, reconstruction, repair, equipping, remodeling, and extension of public works, public utilities, and public transportation systems.

f. The construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, public grounds, and the acquisition of real estate needed for such purposes.

**Section 2.** That the City Clerk shall publish the Revenue Purpose Statement pursuant to Section 362.3 of the Iowa Code.

**Section 3.** That all resolutions or parts of resolutions in conflict herewith are repealed, and the same are hereby repealed to the extent of such conflict.

**PASSED AND APPROVED by the City Council this 21st day of October, 2024.**

---

Roger Laughlin, Mayor

ATTEST:

---

Leslie Brick, City Clerk

(CITY SEAL)



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> Resolution 2024-115 – Approving those certain Easement Agreements for Heritage Hill Subdivision, West Branch, Iowa.
---

<b>PREPARED BY:</b> Leslie Brick, City Clerk
--

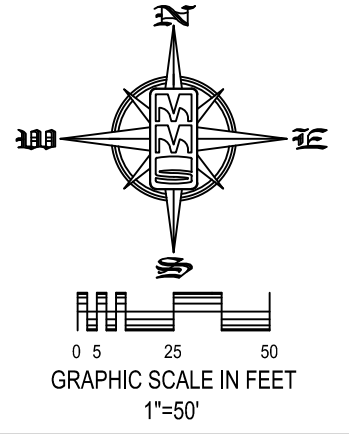
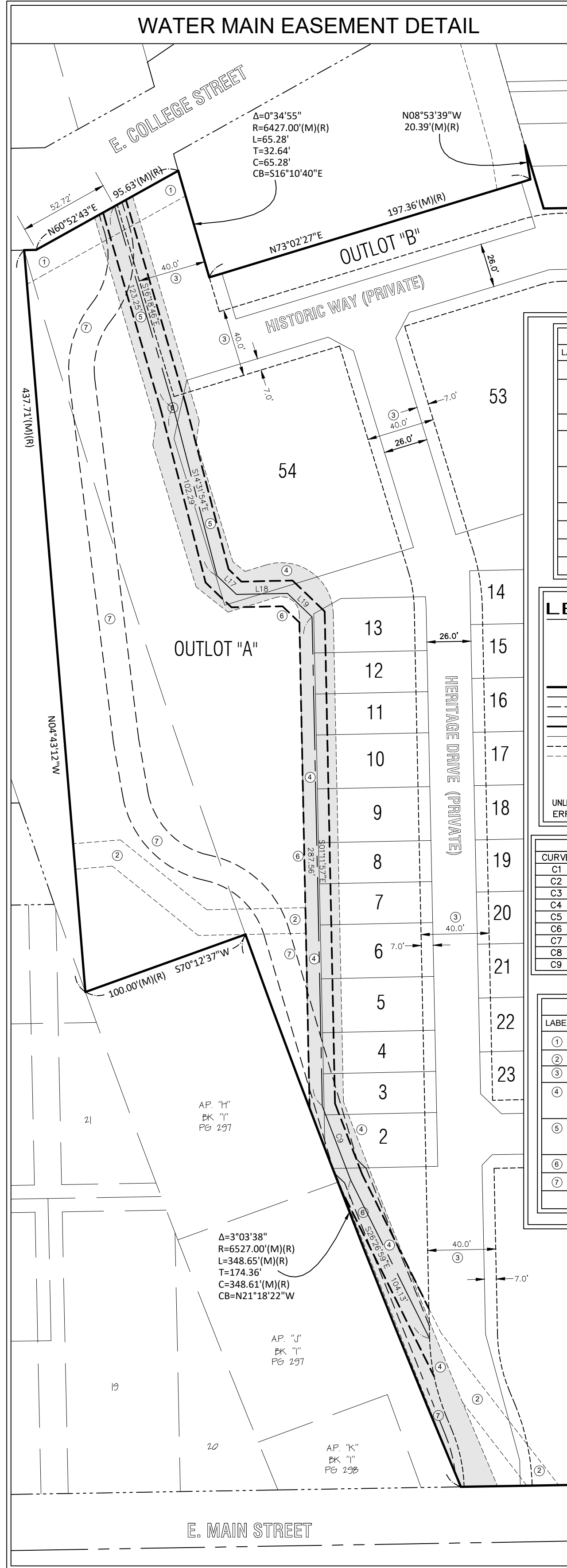
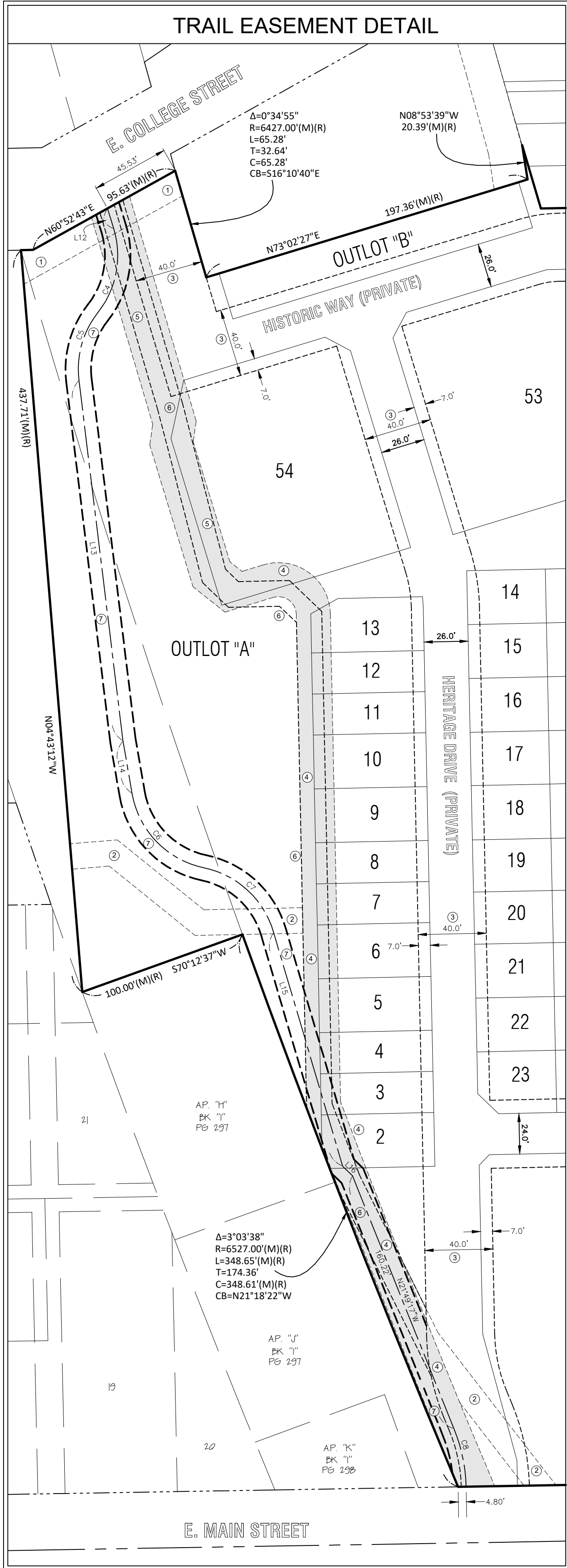
<b>DATE:</b> October 15, 2024
-------------------------------

### BACKGROUND:

The owner of Heritage Hill Subdivision has submitted proposed water main and permanent trail easements as part of the subdivision which require approval of the City Council

# FINAL PLAT

A RESUBDIVISION OF LOT 1 OF HERITAGE HILL SUBDIVISION  
**HERITAGE HILL SUBDIVISION - PART TWO**  
 SHEET 2 OF 2  
 WEST BRANCH, CEDAR COUNTY, IOWA



EASEMENT IDENTIFICATION TABLE	
LABEL	DESCRIPTION
①	EXISTING 1500 FOOT PUBLIC UTILITY AND WATERMAIN EASEMENT
②	EXISTING 1500 FOOT PUBLIC WATERMAIN EASEMENT (TO BE RELEASED)
③	EXISTING 4000 FOOT PRIVATE ACCESS AND UTILITY EASEMENT (TO BE RELEASED)
④	EXISTING 1000 FOOT PUBLIC TRAIL AND WATERMAIN EASEMENT (TO BE RELEASED)
⑤	EXISTING 2500 FOOT PUBLIC TRAIL AND WATERMAIN EASEMENT (TO BE RELEASED)
⑥	15.00 FOOT WATERMAIN EASEMENT
⑦	15.00 FOOT PUBLIC TRAIL EASEMENT

SEE SHEET 2 OF 2 FOR EASEMENT DIMENSIONS

LEGEND AND NOTES	
	CONGRESSIONAL CORNER, FOUND
	PROPERTY CORNER(S), FOUND (as noted)
	PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
	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

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS  
 ERROR OF CLOSURE IS LESS THAN 1 FOOT IN 10,000 FEET

CURVE SEGMENT TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	1'46"17"	6527.00'	201.79'	100.90'	201.79'	N21'57"03"W
C2	0'06"38"	6527.00'	12.58'	6.29'	12.58'	N21'00'35"W
C3	1'10"43"	6527.00'	134.27'	67.14'	134.27'	N20'21'55"W
C4	55'11"21"	54.00'	52.01'	28.22'	50.03'	N10'38'07"E
C5	45'11"02"	54.00'	42.58'	22.47'	41.49'	S15'38'17"W
C6	68'24'21"	54.00'	64.47'	36.70'	60.71'	S44'02'26"E
C7	62'23'56"	54.00'	58.81'	32.70'	55.95'	N47'02'39"W
C8	20'57'29"	95.89'	35.08'	17.74'	34.88'	N11'59'10"W
C9	0'24'36"	6519.50'	46.64'	23.32'	46.64'	S20'56'56"E

EASEMENT IDENTIFICATION TABLE	
LABEL	DESCRIPTION
①	EXISTING 1500 FOOT PUBLIC UTILITY AND WATERMAIN EASEMENT
②	EXISTING 1500 FOOT PUBLIC WATERMAIN EASEMENT
③	EXISTING 4000 FOOT PRIVATE ACCESS AND UTILITY EASEMENT
④	EXISTING 1000 FOOT PUBLIC TRAIL AND WATERMAIN EASEMENT (TO BE RELEASED)
⑤	EXISTING 2500 FOOT PUBLIC TRAIL AND WATERMAIN EASEMENT (TO BE RELEASED)
⑥	15.00 FOOT WATERMAIN EASEMENT
⑦	15.00 FOOT PUBLIC TRAIL EASEMENT

LINE SEGMENT TABLE		
LINE	LENGTH	BEARING
L1	8.49	N43'48'03"E
L2	18.30	N60'24'38"E
L3	6.70	N03'24'16"W
L4	16.97	N46'11'57"W
L5	16.97	N43'48'03"E
L6	16.97	N46'11'57"W
L7	35.10	N12'23'17"E
L8	26.74	N88'48'03"E
L9	16.97	N28'02'27"E
L10	16.97	S61'57'33"E
L11	21.21	S46'11'57"E
L12	12.50	S16'57'33"E
L13	213.58	S06'57'14"E
L14	31.41	S09'50'15"E
L15	143.30	S16'26'31"E
L16	7.98	N46'06'24"W
L17	15.82	S46'11'57"E
L18	30.00	N88'48'03"E
L19	20.00	S46'11'57"E

MMS CONSULTANTS, INC.  
 Date: 05-01-2024  
 Designed by: JDM  
 Drawn by: RLW  
 Checked by: RRN  
 Project No: IOWA CITY  
 11186-004

WEST BRANCH  
 CEDAR COUNTY  
 IOWA

HERITAGE HILL  
 SUBDIVISION -  
 PART TWO

FINAL PLAT

Date: 07-09-2024  
 Revision: PER RRN REVIEW - RLW  
 08-27-2024 PER CITY COMMENTS - JDM

CIVIL ENGINEERS  
 LAND PLANNERS  
 LAND SURVEYORS  
 LANDSCAPE ARCHITECTS  
 ENVIRONMENTAL SPECIALISTS  
 1917 S. GILBERT ST.  
 IOWA CITY, IOWA 52240  
 (319) 351-8282  
 www.mmsconsultants.net



**RESOLUTION 2024-115**

**RESOLUTION APPROVING THOSE CERTAIN EASEMENT AGREEMENTS  
FOR HERITAGE HILL SUBDIVISION, WEST BRANCH, IOWA.**

WHEREAS, BBCO, LLC, the owner of Heritage Hill, West Branch, Iowa, has submitted proposed water main and permanent trail easements as part of the Heritage Hill Subdivision; and

WHEREAS, said easement agreements require approval of the City Council.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the aforementioned easement agreements with BBCO, LLC, are hereby accepted and approved and the Mayor is hereby directed to execute said easements on behalf of the City.

**Passed and approved this 21st day of October, 2024.**

---

Roger Laughlin, Mayor

ATTEST:

---

Leslie Brick, City Clerk

Prepared by: James D. Houghton, 568 Highway 1 West, Iowa City, IA 52246 ~ (319) 351-8600  
Return to: James D. Houghton, Anderson & Houghton, L.L.P., 568 Highway 1 West, Iowa City, IA 52246

---

**WATER MAIN EASEMENT AGREEMENT**  
**HERITAGE HILL SUBDIVISION – PART TWO**  
**WEST BRANCH, CEDAR COUNTY, IOWA**

**RE: Lot 1 of Heritage Hill Subdivision to West Branch, Iowa, in accordance with the Plat thereof Recorded in Book 1726 at Pages 275-292 of the Records of the Cedar County Recorder's Office.**

**AND**

**Auditor's Parcel "O" located in West Branch, Iowa, in accordance with the Plat thereof Recorded in Book "L" at Page 159 of the Records of the Cedar County Recorder's Office.**

**Said resultant tract contains 5.90 Acres and is subject to easements and restrictions of record.**

**THIS AGREEMENT**, made by and between **BBCO, LLC**, an Iowa limited liability company, hereinafter called "DEVELOPER", and the **City of West Branch, Iowa**, a municipal corporation, hereinafter called the "CITY", which expression shall include its successors in interest and assigns.

**WITNESSETH:**

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, DEVELOPER, as owner of the above described real estate, hereby grants and conveys to the CITY an easement for the purpose excavating for and the installation, replacement, maintenance and use of such water line, pipes, mains and conduits as the CITY shall from time to time elect for conveying water, with all necessary appliances and fittings for

the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the area designated as "15 Foot Water Main Easement" as shown on the Final Plat of Heritage Hill Subdivision – Part Two and referred to herein as "easement areas".

DEVELOPER further grants to the CITY:

1. The right of grading said easement area for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said easements area, to such extent as the CITY may find reasonably necessary. Any grading into and onto said lands along and outside the easement area shall be done in a manner that will not unreasonably interfere with DEVELOPER's use of its property outside the easement area.

2. The right from time to time to trim, to cut down and clear away any and all trees and brush on said easement area, and also to trim, cut down and clear away any trees on either side of said easement area which now or hereafter in the opinion of the CITY may be a hazard to said easement areas or which may interfere with the exercise of the CITY's rights hereunder in any manner.

3. The CITY shall promptly backfill any trench made by it, and repair any damages caused by the CITY and restore the area to its condition prior. The CITY shall indemnify DEVELOPER against liability, unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the CITY or by its agents or employees in the course of their employment. Except as expressly provided herein, the CITY shall have no responsibility for maintaining the easement area.

4. DEVELOPER reserve the right to use said easement areas for purposes which will not interfere with the CITY's full enjoyment of the rights hereby granted; provided that the DEVELOPER shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said area, or diminish or substantially add to the ground cover over said easement areas. Any such improvement installed within the easement area, with or without CITY approval, may be removed by the CITY without compensation or replacement. DEVELOPER specifically reserves the right to cantilever structures over and across the easement areas.

5. DEVELOPER does hereby covenant with the CITY that it is lawfully seized and possessed of the real estate above described, and that they have a good and lawful right to convey it, or any part thereof.

6. Nothing in this Agreement shall be construed to impose a requirement on the CITY to install the original public improvement(s) at issue herein. Nor shall DEVELOPER be deemed acting as the CITY's agent during the original construction and installation of said improvement. Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with CITY specifications, and the obligation shall remain on DEVELOPER until completion by DEVELOPER, and until acceptance by the CITY, as provided by law.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

Dated this 3<sup>rd</sup> day of October, 2024

**DEVELOPER:  
BBCO, LLC**

**CITY OF WEST BRANCH, IOWA:**

By: [Signature]  
Robert B. Thomas, Member/Manager

By: \_\_\_\_\_  
Roger Laughlin, Mayor

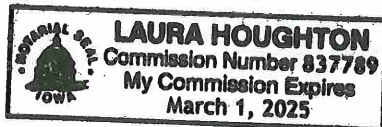
**ATTEST:**

By: [Signature]  
Barry J. Frantz, Member/Manager

By: \_\_\_\_\_  
Name:  
Title:

STATE OF IOWA, COUNTY OF JOHNSON, ss:

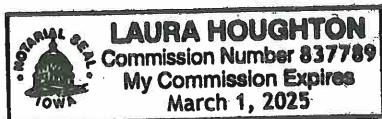
This instrument was acknowledged before me on this 3<sup>rd</sup> day of October, 2024, by Robert B. Thomas as Member/Manager of BBCO, LLC.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on this 4<sup>th</sup> day of October, 2024, by Barry J. Frantz as Member/Manager of BBCO, LLC.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on this \_\_\_\_\_ day of October, 2024, by Roger Laughlin and \_\_\_\_\_ as Mayor and \_\_\_\_\_, respectively, of the City of West Branch, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**PERMANENT TRAIL EASEMENT AGREEMENT**

**HERITAGE HILL SUBDIVISION – PART TWO  
WEST BRANCH, CEDAR COUNTY, IOWA**

**RE: Lot 1 of Heritage Hill Subdivision to West Branch, Iowa, in accordance with the Plat thereof Recorded in Book 1726 at Pages 275-292 of the Records of the Cedar County Recorder's Office.**

**AND**

**Auditor's Parcel "O" located in West Branch, Iowa, in accordance with the Plat thereof Recorded in Book "L" at Page 159 of the Records of the Cedar County Recorder's Office.**

**Said resultant tract contains 5.90 Acres and is subject to easements and restrictions of record.**

This AGREEMENT is made and entered into by **BBCO, LLC**, an Iowa limited liability company, hereinafter referred to as “DEVELOPER,” and the **City of West Branch, Iowa**, a municipal corporation, hereinafter referred to as “CITY.”

FOR THE PARTIES’ JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. That undersigned DEVELOPER states that DEVELOPER is the lawful possessor of certain real estate described above and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That DEVELOPER hereby grants and conveys to the CITY an exclusive **perpetual easement** for the purposes of operating, maintaining, using and reconstructing trail improvements (the “Trail Installation”) in the easement area as shown on the Final Plat of said Subdivision.

3. That DEVELOPER hereby covenants that DEVELOPER is lawfully seized and possessed, and is the owner of real estate described above, and that DEVELOPER has a good and lawful right to convey this easement.

4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the operation, repair, maintenance and reconstruction of the Trail Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to the construction.

5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY's rights pursuant to this easement.

6. That CITY shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to DEVELOPER.

7. That DEVELOPER reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that DEVELOPER shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall DEVELOPER allow or cause any substantial fill or cut over said easement without the consent of CITY, which consent shall not be unreasonably withheld.

8. That CITY agrees to promptly repair any damages within the areas subject to the easement, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual sanitary sewer easement.

9. That CITY shall indemnify DEVELOPER against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY.

10. That DEVELOPER reserves the right to assign this Agreement, along with all rights, obligations, and liabilities associated with said Agreement to an Owner's Association.

11. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Trail Installation to be located in the Perpetual Easement Area.

12. That this written Permanent Trail Easement Agreement constitutes the entire agreement between DEVELOPER and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

**-SIGNATURE PAGE TO FOLLOW-**

Dated this 3<sup>rd</sup> day of October, 2024.

**DEVELOPER:  
BBCO, LLC**

**CITY OF WEST BRANCH, IOWA:**

By: [Signature]  
Robert B. Thomas, Member/Manager

By: \_\_\_\_\_  
Roger Laughlin, Mayor

**ATTEST:**

By: [Signature]  
Barry J. Frantz, Member/Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IOWA, COUNTY OF JOHNSON, ss:

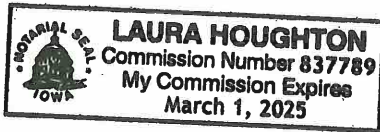
This instrument was acknowledged before me on this 3<sup>rd</sup> day of October, 2024, by Robert B. Thomas as Member/Manager of BBCO, LLC.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on this 4<sup>th</sup> day of October, 2024, by Barry J. Frantz as Member/Manager of BBCO, LLC.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on this \_\_\_\_\_ day of October, 2024, by Roger Laughlin and \_\_\_\_\_ as Mayor and \_\_\_\_\_, respectively, of the City of West Branch, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> Resolution 2024-116 – Approving a Developer’s Agreement with KBH Holdings LLC, including Tax Increment Rebate Payments.
---

<b>PREPARED BY:</b> Leslie Brick, City Clerk
--

<b>DATE:</b> October 14, 2024
-------------------------------

### BACKGROUND:

The City of West Branch is interested in entering into a Developer’s Agreement with KBH Holdings LLC which includes Tax Increment Rebate payments for the Developer to construct a dental office at 803 W. Main Street.

The terms of the Development Agreement state that the City shall rebate the Developer twenty-five percent (25%) of the incremental tax revenues generated by the Development property according to the Cedar County Auditor and Cedar County Treasurer. Said payments shall be made semi-annually, on December 1<sup>st</sup> and June 1<sup>st</sup> of each fiscal year, for a period of ten (10) years or when the total aggregate Payments of the incremental tax revenues to the Developer under this Agreement equals \$101,000.00.

The City will rebate Developer the first payment on December 1, 2027.

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 2024-116**

### **RESOLUTION APPROVING A DEVELOPER’S AGREEMENT WITH KBH HOLDINGS, LLC, INCLUDING TAX INCREMENT REBATE PAYMENTS.**

WHEREAS, KBH Holdings, LLC (the “Developer”) has agreed to construct a dental office on Lot 1, Pedersen Valley, Part One, West Branch, Iowa (the “Project”); and

WHEREAS, the City has agreed to grant tax increment payments to the Developer as an incentive to construct the Project; and

WHEREAS, to that end, the City Attorney has drafted a Developer’s Agreement which states that the Developer is eligible for not-to-exceed \$101,000 in tax increment rebate payments over a 10-year period; and

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

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

1. That the use of tax increment rebate payments pursuant to Chapters 15A and 403 of the Code of Iowa will generate new opportunities for the state and local economies.
2. That the funds dispensed pursuant to this Agreement will generate appropriate public gains and benefits that are warranted in comparison to the funds dispensed.

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

**Passed and approved this 21st day of October, 2024.**

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

ATTEST:

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

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

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) entered into by and between the **City of West Branch, Iowa**, 110 N. Poplar Street, West Branch, Iowa 52358, hereafter referred to as “City”; and **KBH Holdings, LLC**, 1593 Baker Avenue, West Branch, Iowa 52358, hereafter referred to as “Developer.”

WHEREAS, the Developer is the owner of that certain real property legally described as:

Lot 1, Pedersen Valley, Part One, West Branch, Cedar County, Iowa, according to the recorded plat thereof in Book 418 at Page 74, Records of the Cedar County Recorder

(the “Development Property”); and

WHEREAS, the Developer desires to develop the Development Property a dental office on the Development Property (the “Development Project”); and

WHEREAS, the Development Property is located within the West Branch Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the Developer is willing to construct the Development Property on the Development Property in accordance with the requirements outlined in this Development Agreement.

NOW, THEREFORE, ON THE BASIS OF THE PRECEDING RECITALS, AND FOR THE MUTUAL CONSIDERATION OF ENTERING INTO THIS AGREEMENT, THE DEVELOPER AND CITY AGREE AS FOLLOWS:

**A. Developer's Obligations.**

1. The Developer shall construct the Development Project on the Development Property and shall have received an occupancy permit for said Development Project by the City no later than eighteen (18) months from the date of this Agreement.

2. The Developer, shall operate the Development Project on the Development Property as a dental office for a period of ten (10) years following the issuance of an occupancy permit for the Development Project. In the event that there is a dispute as to whether the Development Project is being operated as a dental office, the City's sole opinion shall be the final arbiter of that question.

3. The Developer shall pay, when due, all real estate taxes levied against the Development Property to the Cedar County Treasurer. Prior to receiving any economic development tax increment payments, the Developer shall provide receipts to the City evidencing payment of said real estate taxes. Failure to pay property taxes for any year shall constitute a breach of this Agreement by the Developer.

**B. City's obligations.**

1. In recognition of the Developer's obligations set out above, the City agrees to maintain the tax increment ordinances in effect and to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa. Said annual Payments shall be equal to twenty-five percent (25%) of the incremental tax revenues received by the City from the Development Property by the Cedar County Treasurer. Said payments shall continue for the lesser of ten (10) years or when the total aggregate Payments of the incremental tax revenues to the Developer under this Agreement equals \$101,000.00.

2. The Payments shall be made on June 1<sup>st</sup> and December 1<sup>st</sup> (the "Payment Date") of each fiscal year. The Developer expressly agrees that no Payment will be made to the Developer if the Developer is not in compliance with this Agreement.

3. The Payments to the Developer contemplated under this Agreement will be for ten (10) fiscal years (a total of 20 payments), the first Payment being made on the first tax payment based upon the assessment for the completed Development Project. (By way of example, if the Project receives an occupancy permit on December 15, 2025, the first Payment contemplated under this Agreement will be based upon the January 1, 2027 tax assessment made by the Cedar County Assessor, and the first Payment would be made December 1, 2027 because taxes payable on January 1, 2026 assessment are delinquent as of October 1 and April 1 of 2027

and 2028.) However, if the aggregate Payments under this Agreement total \$101,000, then this Agreement will cease and no other Payments shall be made to the Developer. Likewise, if the aggregate amount of Payments made to the Developer after ten (10) fiscal years does not equal \$101,000, the Agreement will end and the Developer has no recourse to collect any more incremental tax revenues under this Agreement.

4. The Payments contemplated under this Agreement shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Cedar County Treasurer, which are attributable to the Development Property.

5. Each Payment contemplated under this Agreement shall be subject to the annual appropriation of the City Council. Prior to December 1 of each year during the term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year 100% of the amount of incremental tax increment revenues to be collected in the following fiscal year. (the "Appropriated Amount"). The Developer expressly agrees that in no event shall the Appropriated Amount, when added to the previous Payments, exceed the \$101,000.00.

The City agrees to certify pursuant to Section 403.19 of the Iowa Code by December 1<sup>st</sup> of each year during the term of this Agreement to the Cedar County Auditor an amount equal to the most recent Appropriated Amount. The City will give notice to the Developer of the amount certified pursuant to Section 403.19 of the Code on or before December 1<sup>st</sup> of each year, for the fiscal year beginning the following July 1<sup>st</sup>. If the City fails to certify an amount to be collected pursuant to said Section 403.19 of the Code for the obligations contemplated under this Agreement, then an event of non-appropriation shall have occurred, as discussed herein. If an event of non-appropriation occurs, the City's obligation to pay pursuant to this Agreement for the fiscal year in question shall cease, and the Developer expressly acknowledges that is has no recourse against the City for said non-appropriation. Future Payments, if any, contemplated under this Agreement shall be subject to future appropriation by the City, all of which shall be contemplated pursuant to said Section 403.19 and certified each December 1<sup>st</sup> for the fiscal year beginning the following July 1<sup>st</sup>.

6. In the event that the City makes improvements to Main Street in the future and disturbs the stormwater detention facility constructed by the Developer on the Development Property or such improvements render said stormwater detention facility unnecessary, the City, upon being granted an easement, at no cost to the City, to enter onto the Development Property by Developer, shall enter onto the Development Property and make any storm water and street improvements on the Development Property at no cost to the Developer which may include removal and filling in of Developer's existing stormwater detention facility .



**C. Administrative Provisions.**

1. Each party represents to the other that the party has full power and authority to enter into this Agreement and that this Agreement is a binding Agreement duly authorized by the governing body of each party.

2. This Agreement represents the entire agreement between the parties and may not be amended or assigned without the express permission of the other party. However, by execution of this Agreement, the City hereby authorizes the Developer to assign the rights to receive the Payments to a private lender, as security, without further action of the City Council and the receipt of a written assignment to receive the Payments from the Developer.

3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa, and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

5. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6. That this Agreement may be executed in counterparts.

(Signature pages to follow)

SIGNATURE PAGE OF CITY OF WEST BRANCH, IOWA.

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

ATTEST:

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

**STATE OF IOWA, CEDAR COUNTY, ss:**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Roger Laughlin and Leslie Brick as Mayor and City Clerk respectively of the City of West Branch, Iowa.

\_\_\_\_\_  
Notary public

SIGNATURE PAGE OF DEVELOPER:

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

**STATE OF IOWA, COUNTY OF \_\_\_\_\_ :**

On this \_\_\_\_ day of \_\_\_\_\_, 2024, this document was executed by  
\_\_\_\_\_, as Manager of KBH Holdings, LLC.

\_\_\_\_\_  
Notary Public



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 21, 2024
---------------------------------------

<b>AGENDA ITEM:</b> Resolution 2024-117 – Approving a Developer’s Agreement with Advantage Development, including Tax Increment Rebate Payments.
--

<b>PREPARED BY:</b> Leslie Brick, City Clerk
--

<b>DATE:</b> October 14, 2024
-------------------------------

### BACKGROUND:

The City of West Branch is interested in entering into a Developer’s Agreement with Advantage Development which includes Tax Increment Rebate payments for the Developer to construct an assisted living center on Lot 4, The Meadows Part 3 Subdivision.

The terms of the Development Agreement state that the City shall rebate the Developer seventy percent (70%) for a period of ten (10) years of the incremental tax revenues for generated by the Development property according to the Cedar County Auditor and Cedar County Treasurer. Said payments shall be made semi-annually, on December 1<sup>st</sup> and June 1<sup>st</sup> of each fiscal year, for a period of ten (10) years.

The City will rebate Developer the first payment on December 1, 2027.

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 2024-117**

### **RESOLUTION APPROVING A DEVELOPER'S AGREEMENT WITH ADVANTAGE DEVELOPMENT, INCLUDING TAX INCREMENT REBATE PAYMENTS.**

WHEREAS, Advantage Development, Inc. (the "Developer") has agreed to construct an assisted living project on Lot 4, The Meadows Subdivision, Part Three, West Branch, Iowa (the "Project"); and

WHEREAS, the City has agreed to grant tax increment payments to the Developer as an incentive to construct the Project; and

WHEREAS, to that end, the City Attorney has drafted a Developer's Agreement which states that the Developer is eligible for not-to-exceed 70% in tax increment rebate payments over a 10-year period; and

WHEREAS, it is now necessary to approve said Developer's Agreement.

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

1. That the use of tax increment rebate payments pursuant to Chapters 15A and 403 of the Code of Iowa will generate new opportunities for the state and local economies.
2. That the funds dispensed pursuant to this Agreement will generate appropriate public gains and benefits that are warranted in comparison to the funds dispensed.

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

**Passed and approved this 21st day of October, 2024.**

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

ATTEST:

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

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319) 351-2277

Return to: City Clerk, City of West Branch, Iowa, 110 N. Polar Street, West Branch, Iowa 52358

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) entered into by and between the **City of West Branch, Iowa**, 110 N. Poplar Street, West Branch, Iowa 52358, hereafter referred to as “City”; and **Advantage Development, Inc.**, 2881 Independence Road, Iowa City, Iowa 52240, hereafter referred to as “Developer.”

**WHEREAS**, Developer is the owner of that certain real property legally described as:

Lot 4, The Meadows Subdivision, Part 3, West Branch, Cedar County, Iowa, according to the recorded plat thereof in Book \_\_\_\_ at Page \_\_\_\_, Records of the Cedar County Recorder

(the “Development Property”); and

**WHEREAS**, Developer desires to develop the Development Property as an assisted living residential facility (the “Development Project”); and

**WHEREAS**, the Development Property is located within the West Branch Urban Renewal Area (the “Urban Renewal Area”); and

**WHEREAS**, Developer is willing to construct the Development Project on the Development Property in accordance with the requirements outlined in this Development Agreement.

**NOW, THEREFORE**, on the basis of the preceding recitals, and for the mutual consideration of entered into this agreement, the Developer and City agree as follows:

**A. Developer’s Obligations.**

1. Developer shall construct the Development Project on the Development Property and shall have received an occupancy permit for said Development Project from City no later than twenty-four (24) months from the date of this Agreement.

2. Developer, shall operate the Development Project on the Development Property as a residential assisted living facility for a period of ten (10) years following the issuance of an occupancy permit for the Development Project. A “residential assisted living facility” means a residential property or properties that provide(s) personal assistance with essential daily living activities to its occupants, needed or desired by the occupants because of the occupants’ illness, disease, or physical or mental impairment.

3. Developer shall pay, when due, all real estate taxes levied against the Development Property to the Cedar County Treasurer. Prior to receiving any economic development tax increment payments, Developer shall provide receipts to the City evidencing payment of said real estate taxes. Failure to pay property taxes for any year when due and payable shall constitute a breach of this Agreement by Developer.

**B. City’s obligations.**

1. In recognition of Developer’s obligations set out above, City agrees to maintain the tax increment ordinances in effect and to make economic development tax increment payments (the “Payments”) to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa. Said annual Payments shall be equal to seventy percent (70%) of the incremental tax revenues received by the City from the Cedar County Treasurer attributable to the Development Property. The Payments shall be payable in two equal, semi-annual installments.

2. The Payments shall be made on June 1<sup>st</sup> and December 1<sup>st</sup> (the “Payment Date”) of each fiscal year. Developer expressly agrees that no Payment will be made to Developer if Developer is not in compliance with this Agreement.

3. The Payments to Developer contemplated under this Agreement will be for ten (10) fiscal years (a total of 20 payments), the first Payment being made on the receipt of the first tax payment based upon the assessment for the completed Development Project. (By way of example, if the Project receives an occupancy permit on November 30, 2025, the first Payment contemplated under this Agreement will be based upon the January 1, 2026 tax assessment made by the Cedar County Assessor, and the first Payment would be made December 1, 2027 because taxes payable on the January 1, 2026 assessment are paid by October 1, 2027 and April 1 of 2028.)

4. The Payments contemplated under this Agreement shall not constitute general obligations of City, but shall be made solely and only from incremental property taxes received by City from the Cedar County Treasurer, which are attributable to the Development Property.

5. Each Payment contemplated under this Agreement shall be subject to the annual appropriation of the City Council. Prior to December 1<sup>st</sup> of each year during the term of this Agreement, the City Council of City shall consider the question of obligating for appropriation the funding of the Payments due in the following fiscal year, said Payment to be equivalent to 70% of the amount of incremental tax increment revenues to be collected in the following fiscal year. (the “Appropriated Amount”).

6. City agrees to certify pursuant to Section 403.19 of the Iowa Code by December 1<sup>st</sup> of each year during the term of this Agreement to the Cedar County Auditor an amount equal to the most recent Appropriated Amount. City will give notice to Developer of the amount certified pursuant to Section 403.19 of the Code on or before December 1<sup>st</sup> of each year, for the fiscal year beginning the following July 1<sup>st</sup>. If City fails to certify an amount to be collected pursuant to said Section 403.19 of the Code for the obligations contemplated under this Agreement, then an event of non-appropriation shall have occurred, as discussed herein. If an event of non-appropriation occurs, City’s obligation to pay pursuant to this Agreement for the fiscal year in question shall cease, and Developer expressly acknowledges that it has no recourse against City for said non-appropriation. Future Payments, if any, contemplated under this Agreement shall be subject to future appropriation by City, all of which shall be contemplated pursuant to said Section 403.19 and certified each December 1<sup>st</sup> for the fiscal year beginning the following July 1<sup>st</sup>.

7. City agrees that inasmuch as the Development Project, is being developed as a residential assisted living facility, the Development Project shall be classified as a residential property by the Cedar County Assessor for real estate tax classification purposes.

**C. Administrative Provisions.**

1. Each party represents to the other that the party has full power and authority to enter into this Agreement and that this Agreement is a binding Agreement duly authorized by the governing body of each party.

2. At all times during the term of this Agreement, Developer shall maintain the right to transfer the Development Property and/or assign its rights and obligations under and pursuant to this Agreement. All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of City



and Developer to the same extent as if each successor and assign were in each case named a party to this Agreement.

3. This Agreement represents the entire agreement between the parties and may not be amended or assigned without the express permission of the other party. However, by execution of this Agreement, the City hereby authorizes the Developer to assign the rights to receive the Payments to a private lender, as security, or to assign its rights hereunder to an entity in which the Developer or the principals of the Developer, individually or collectively, own at least twenty-five percent (25%) which is or will be the owning entity of the Development Project, without further action of the City Council and the receipt of a written assignment to receive the Payments from the Developer.

3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa, and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

5. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6. That this Agreement may be executed in counterparts.

(Signature pages to follow)

SIGNATURE PAGE OF CITY OF WEST BRANCH, IOWA.

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

ATTEST:

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

**STATE OF IOWA, CEDAR COUNTY, ss:**

This instrument was acknowledged before me on this \_\_\_\_ day of September, 2024, by Roger Laughlin and Leslie Brick as Mayor and City Clerk respectively of the City of West Branch, Iowa.

\_\_\_\_\_  
Notary Public

SIGNATURE PAGE OF DEVELOPER:

**Advantage Development, Inc.**

By: \_\_\_\_\_  
Chad A. Keune, President

**STATE OF IOWA, COUNTY OF JOHNSON:**

On this \_\_\_\_ day of September, 2024, this document was executed by Chad A. Keune, as President of Advantage Development, Inc.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF ASSESSOR**

The undersigned, having reviewed the plans and specifications for the improvements of the Development Project contemplated herein and being of the opinion that the residential classification of the improvements to be constructed on and in the Development Project for real estate property tax purposes is reasonable and appropriate, hereby certifies and agrees that upon the date of this Agreement and through, at a minimum, the duration of this Agreement, the improvements shall be classified as residential property for real estate property tax purposes.

\_\_\_\_\_

Assessor for Cedar County, Iowa

**STATE OF IOWA, COUNTY OF CEDAR:**

On this \_\_\_\_ day of September, 2024, this document was subscribed and sworn to before me by \_\_\_\_\_, Assessor for Cedar County, Iowa.

\_\_\_\_\_

Notary Public

**RESOLUTION 2024-118**

**A RESOLUTION AUTHORIZING THE TEMPORARY INSTALLATION OF STOP SIGNS AT THE DAWSON DRIVE AND MAIN STREET CROSSWALK DURING SPECIFIED TIMES TO IMPROVE SAFETY FOR PEDESTRIANS AND VEHICLES.**

WHEREAS, the City of West Branch is committed to ensuring the safety of its residents, especially schoolchildren and pedestrians in high-traffic areas; and

WHEREAS, the Dawson Drive and Main Street crosswalk is a significant route for students accessing the nearby West Branch Community School District facilities; and

WHEREAS, there is a recognized need to manage pedestrian and vehicular traffic at the crosswalk during peak times to enhance safety; and

WHEREAS, the installation of temporary stop signs is intended to control traffic and provide a safer crossing for students and other pedestrians during the hours before and after school;

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

Temporary Stop Signs Installation: The City of West Branch shall authorize the installation of temporary stop signs at the Dawson Drive and Main Street crosswalk.

Time Period: The temporary stop signs shall be in place for up to two (2) hours before the start of the school day and two (2) hours after school dismissal.

Implementation Schedule: The City shall coordinate with the West Branch Community School District to determine the specific times that align with the school schedule for optimal safety.

Evaluation: The City Administrator, in coordination with the City Engineer, Public Works Department, and the Police Department, shall evaluate the effectiveness of the temporary stop signs and report to the City Council with any recommendations for adjustments.

Compliance and Public Awareness: The City shall inform residents, parents, and drivers of the temporary measure and ensure adequate signage and notifications are in place to promote compliance.

Duration of Measure: This resolution shall remain in effect during the current school year or until such time as the City Council determines an alternative long-term solution.

**Passed and approved this 21<sup>st</sup> day of October, 2024.**

---

Roger Laughlin, Mayor

ATTEST:

---

Leslie Brick, City Clerk