



**CITY COUNCIL MEETING**  
**TUESDAY, FEBRUARY 18, 2025 - 7:00 P.M.**  
**CITY COUNCIL CHAMBERS**  
**110 N. POPLAR STREET, 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 February 3, 2025 City Council meeting.
  - b. Approve a Special Event Permit application from the West Branch Lions Club for a VolleyBrr Tournament on March 29, 2025.
  - c. Approve a Class E Retail Alcohol License for Casey's Marketing Company #3463, 615 S. Downey St., West Branch.
  - d. Approve a Class C Retail Alcohol License, with Outdoor Service for Eldr LLC. (dba Little Lights on the Lane), 2 Ember Lane, West Branch. (**pending DRAM & fire inspection**)
  - e. West Branch Fire Department membership changes.
  - f. Approve the Annual Service Proposal and Contract for Whelen Outdoor Warning Sirens
  - g. Claims for February 18, 2025.
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
  - a. **Third Reading Ordinance 822** - Amending the Code of Ordinances of the City of West Branch, Iowa, by adding a new section pertaining to debts subject to the Setoff Program. / Move to action.
  - b. **Resolution 2025-15** – Approving a Professional Service Agreement with Goerdts Inspections and Consultation Services, LLC. / Move to action.
  - c. **Resolution 2025-16**- Resolution of local support for the renovation of the Herbert Hoover Presidential Library and Museum. / Move to action.
  - d. **Resolution 2025-17** – Approving an Agreement with the West Branch Lions Club for construction of a Pickleball Complex at Cubby Park. / Move to action.
  - e. **Resolution 2025-18** – Accepting a quote for residential solid waste and recycling collection services with \_\_\_\_\_ and direct the City Administrator to negotiate a contract. / Move to action.
  - f. **Resolution 2025-19**– Amending the Employee Handbook (Amendment #2). / Move to action.
  - g. **Resolution 2025-20** – Approving a Purchase Agreement with Lee and Patricia Cassabaum for a parcel to be used as a portion of Beranek Drive. / Move to action.
  - h. **Resolution 2025-21** - Approving an Easement Encroachment Agreement for Lots 2 through 13, Heritage Hill, Part Two, West Branch, Iowa. /Move to action.
  - i. **Resolution 2025-22** - Setting a Public Hearing on the plans, specifications, estimate of cost and form of contract; ordering bids and directing notice of the same; all for the Cedar-Johnson Road Reconstruction Project. / Move to action.
9. Discussion – LMI survey City Council on what type of program to implement
10. City Administrator Report
11. City Attorney Report
12. City Engineer Report
13. City Staff Reports
14. Comments from Mayor and Council Members
15. Motion to adjourn.

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

*(The following is a synopsis of the minutes of the West Branch City Council meeting. A video recording is available for inspection at westbranchiowa.org. The minutes are not approved until the next regularly scheduled City Council meeting.)*

**West Branch, Iowa  
Council Chambers**

**City Council  
Regular Meeting**

**February 3, 2025  
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council regular meeting to order at 7:00 p.m.  
Roll call: Council members present; Colton Miller, Mike Horihan, Tom Dean, Jerry Sexton and Jodee Stoolman.

City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, Police Chief Greg Hall, Public Works Director Matt Goodale, and Park & Recreation Director Erin Laughlin.

Attending via Zoom: Library Director Jessie Schafer and City Engineer Dave Schechinger.

**APPROVE THE AGENDA**

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

**APPROVE CONSENT AGENDA**

Approve minutes from the January 21, 2025 City Council meeting.  
Approve minutes from the January 21, 2025 City Council Work Session.  
Claims for February 3, 2025.

EXPENDITURES	2/3/2025	
ACTION SEWER & SEPTIC	CLEAN SEWER LINE	350.00
AMAZON.COM	VARIOUS ITEMS-LIBRARY, P&R	215.52
BAKER & TAYLOR	BOOKS	388.44
BROWN, MANDA	TOWN HALL REFUND	260.00
E O JOHNSON BUSINESS	COPIER MAINTENANCE-CITY	167.43
HAWKINS	CHEMICALS	2,761.10
IOWA ONE CALL	UTILITY LOCATION SERVICE	30.60
MENARDS	LAGOON SUPPLIES, FRIDGE, STOOL	665.49
OVERDRIVE	DIGITAL & AUDIO BOOKS	243.80
PARKSIDE SERVICE	TIRES FOR PW TRUCKS	3,833.28
QUILL	OFFICE SUPPLIES-CITY	132.91
STERICYCLE	SHREDDING SERVICES	91.04
THE HOME DEPOT PRO	TP CLEANER-TH	108.19
VEENSTRA & KIMM	VARIOUS PROJECTS	16,066.50
<b>TOTAL</b>		<b>25,314.30</b>
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	1/31/2025	55,378.22
PAID BETWEEN MEETINGS		
JOHN DEERE FINANCIAL	UNIFORMS, SUPPLIES, TOOLS	1,089.92
MEDIACOM	CABLE SERVICE	51.90
STATE INDUSTRIAL PRODUCTS	CHEMICALS	257.89
VERIZON WIRELESS	VERIZON WIRELESS	454.71
SISCO	HEALTH CLAIMS 1/21/2025	67.41
METLIFE	INSURANCE PREMIUM	2,391.22
SISCO	INSURANCE PREMIUM	18,674.70
4IMPRINT	POLOS FOR COUNCIL, STAFF	299.47
AERO RENTAL	BOOM LIFT RENTAL-LIGHTS	632.28
ALLIANT ENERGY	ALLIANT ENERGY	20,771.17
BAKER & TAYLOR	BOOKS	125.96
CAPITAL ONE	PROGRAM SUPPLIES-LIB	38.62
E O JOHNSON BUSINESS TECH	COPIER MAINTENANCE-LIB	137.38
LINN COUNTY R.E.C.	STREET LIGHTS	313.08
MOORE'S WELDING	STREET SIGN SUPPLIES	89.47
OVERDRIVE	DIGITAL & AUDIO BOOKS	385.67
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE-LIBRARY	100.00
STATE HYGIENIC LAB	LAB ANALYSIS	87.00
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	4,363.26
<b>TOTAL</b>		<b>50,331.11</b>

FUND TOTALS	
001 GENERAL FUND	38,920.49
022 CIVIC CENTER	997.69
031 LIBRARY	7,149.11
110 ROAD USE TAX	10,709.13
112 TRUST AND AGENCY	21,697.98
330 EASTSIDE WATER MAINS PH2	865.00
331 CEDAR JOHNSON RD RECON	15,201.50
600 WATER FUND	18,495.39
610 SEWER FUND	16,408.18
740 STORM WATER UTILITY	579.16
GRAND FUND TOTAL	131,023.63

Miller questioned if the City receives rebates on Menards purchases. Brick responded that rebates are received and used by all departments for future purchases and that the rebates are held by the Finance Officer until needed.

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

### **PRESENTATIONS / COMMUNICATIONS / OPEN FORUM**

Shelly Mott, Hoover Presidential Foundation Executive Director of Development – presentation on the Community Attraction Tourism (CAT) Grant. Mott said the Foundation was nearing their fundraising campaign for the \$20.3 million-dollar renovation project of the Herbert Hoover Library Museum which commenced at the end of January. Mott said the last renovation of the library was more than 30 years ago and the project includes an addition and total revamp of the museum. The library is scheduled to re-open in 2026. Mott said the Foundation is applying for the CAT Grant and needs to secure support from the County and City in which the library is located as a requirement of the grant. Mott said the Cedar County Board of Supervisors has committed \$10,000 toward the project and Mott said the Foundation is asking the City to commit \$5,000. Mott said the Foundation understands budget constraints, but asked the Council to consider the request. By pledging support to the Foundation, the \$400,000 CAT Grant will help them reach their remaining \$1 million-dollar fundraising goal. Councilperson Miller suggested that the City match the County's support and pledge \$10,000 as well and said Hotel/Motel funds could be used since this would be considered economic development. The other Council members were agreeable to Miller's suggestion.

John Fuller, 911 W. Main St., and Chairperson of the West Branch Planning & Zoning Commission addressed the Council on the matter of agenda item 8e. Fuller said the P&Z commission supports the initiative to update the West Branch Comprehensive Plan that was revised and adopted in June of 2020.

### **PUBLIC HEARING / NON-CONSENT AGENDA**

Second Reading Ordinance 822 - Amending the Code of Ordinances of the City of West Branch, Iowa, by adding a new section pertaining to debts subject to the Setoff Program. Move to action.

Motion by Dean, second by Miller to approve the second reading of Ordinance 822. AYES: Dean, Miller, Stoolman, Horihan, Sexton. NAYS: None. Motion carried.

Resolution 2025-08 – Approving a 28E Agreement with Johnson County regarding the Cedar-Johnson Road Improvements. / Move to action.

Olson said that when he first met with officials from Johnson County, we (the City) had proposed Johnson County conveying the right-of-way to the City of West Branch so that the City could use TIF monies to pay for a part of the project. After review by the Johnson County attorney, Johnson County decided to keep the right-of-way. However, Johnson County consented to the area needed for the Cedar-Johnson Road project to be included the City of West Branch's "area of operation," which allows the City of West Branch to use TIF monies even though the property being used for part of the project will be located in unincorporated Johnson County.

Motion by Sexton, second by Dean to approve Resolution 2025-08. AYES: Sexton, Dean, Horihan, Stoolman, Miller. NAYS: None. Motion carried.

Resolution 2025-09 – Establishing a new Capital Fund. / Move to action.

Motion by Dean, second by Miller to approve Resolution 2025-09. AYES: Dean, Miller, Horihan, Sexton, Stoolman. NAYS: None. Motion carried.

Resolution 2025-10 - Approving an Agreement with Hoover Presidential Foundation regarding Hoover-Ball. / Move to action.

Motion by Sexton, second by Miller to approve Resolution 2025-10. AYES: Sexton, Miller, Horihan, Stoolman, Dean. NAYS: None. Motion carried.

Resolution 2025-11 - Authorizing a Partnership with the Iowa Initiative for Sustainable Communities (IISC), a program of the University of Iowa. / Move to action.

Miller asked if the \$50,000 cost was for a completed Comprehensive Plan and if there will be any additional costs. Kofoed indicated that there would be no additional costs. Sexton asked when the project start. John Fuller said, if the City of West Branch is selected by IISC, the project would start in August 2025 and be completed by the end of the school year of 2026.

Motion by Dean, second by Sexton to approve Resolution 2025-11. AYES: Dean, Sexton, Horihan, Stoolman, Miller. NAYS: None. Motion carried.

Resolution 2025-12 – Setting a date for a Public Hearing on a proposal to enter into a Franchise Agreement with Linn County Rural Electric Cooperative for the provision of providing for the distribution, transmission and sale of electricity within the City of West Branch, Iowa; and allowing for the Petition for an Election. / Move to action.

Motion by Dean, second by Miller to approve Resolution 2025-12. AYES: Dean, Miller, Stoolman, Horihan, Sexton. NAYS: None. Motion carried.

Resolution 2025-13 – Setting a date for a Public Hearing on a proposal to enter into a Franchise Agreement with Alliant Energy for the provision of providing for the distribution, transmission and sale of electricity within the City of West Branch, Iowa; and allowing for the Petition for an Election. / Move to action.

Motion by Sexton, second by Miller to approve Resolution 2025-13. AYES: Sexton, Miller, Horihan, Stoolman, Dean. NAYS: None. Motion carried.

Resolution 2025-14 – Setting a date for a Public Hearing on a proposal to enter into a Franchise Agreement with Alliant Energy for the provision of providing for the distribution, transmission and sale of natural gas within the City of West Branch, Iowa; and allowing for the Petition for an Election. / Move to action.

Motion by Sexton, second by Horihan to approve Resolution 2025-14. AYES: Sexton, Horihan, Stoolman, Dean, Miller. NAYS: None. Motion carried.

Discussion – Request to Hire for Grading of South Water Tower Site

Goodale said the City owns a 4-acre parcel where the south water tower is and has been the dumping ground for the past several years for left over concrete from various street projects, dirt, contractors needing to get rid of extra material and most recently used as a temporary brush pile. The area is need of clean-up and the City does not have the equipment or staff that can handle such a large clean-up. Barnhart Custom Services has approached Goodale with an offer to remove the excess material and grade the site as part of a project with Nordex. Barnhart estimates the clean-up will cost approximately \$30,000. Goodale said he feels that Barnhart is giving the City a fair deal, but does not have money in his budgets for this unexpected project. Sexton said he observed the area and noted that some of the dumped materials have encroached onto Nordex's property and that the City should remedy the issue as soon as possible. Miller was concerned that the heavy equipment would cause damage to the roadway used to access the water tower, but Goodale reminded him that Nordex owns the right-of-way that the City uses as the access to the water tower. Olson said should the City decide to approve an agreement with Barnhart, he could add language about repairing the right-of-way access. In response to Goodale's dilemma on how to pay for the clean-up, Kofoed suggested using general fund dollars.

Discussion – LMI Housing Programs

Kofoed introduced the Council to some ideas for LMI programs and gave a brief overview on other cities programs. Kofoed asked the Council to review the information and said he would survey them at the next meeting to discuss the Council’s ideas for implementing the new program.

**CITY ADMINISTRATOR REPORT**

Kofoed thanked Van Auken for her many hours of work on the budget.

**CITY ATTORNEY REPORT – No report**

**CITY ENGINEER REPORT**

Schechinger said he has been working with IDOT on tracking down reimbursements from the I-80 project that Van Auken alerted him of. He also reported that he will be meeting with FEMA next week on the Wapsi Creek project to keep that moving forward.

**STAFF REPORTS**

Schafer said the library will host an author visit on Wednesday. H.M. Bouwman author of Scattergood will be at the library at 5:00 p.m.

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

**ADJOURNMENT**

Motion to adjourn by Miller, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 8:09 p.m.

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Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, City Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> Approve a Special Event Permit application from the West Branch Lions Club for VolleyBrr Tournament on March 29, 2025
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<b>PREPARED BY:</b> City Clerk, Leslie Brick
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<b>DATE:</b> February 12, 2025
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### BACKGROUND:

The West Branch Lions Club is planning a fundraiser for their legacy project – Pickleball Courts at Cubby Park.

The fundraiser is a round-robin volleyball tournament scheduled for Saturday, March 29<sup>th</sup> at Beranek Park from 9:00 a.m. to 10:00 p.m.

The Lions Club is requesting the use of the restrooms (weather permitting) and a waiver of the Beranek Park shelter and volleyball courts since the fundraiser benefits the City.

All departments have reviewed the Special Event permit request and recommend approval.



### Special Event Permit Application

Event Title/Name: VolleyBrr Tournament

Event Organization: West Branch Lions Club Phone: 319-331-3688

Organization Address: P.O. Box 63 Tax ID #: 23-7264787

City: West Branch State: IA

Event Website: \_\_\_\_\_ Event Email: \_\_\_\_\_

Event Coordinator Name and Title: Sherry Kolpin 2nd Vice President

Event Coordinator Email: sdkolpin@gmail.com

Event Coordinator Cell Number: 319-331-3688

Event Coordinator Address: 2089 Linda Lane, IA 52778  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

City: Wilton

Description of Event: Round Robin Volleyball Tournament, with single elimination tournament

March 29, 2025 at Beranek Park This will be a fundraiser for the Lion's Club Legacy Project-Pickleball Courts.

Requested Location(s) -All city facilities will also need to be reserved using the online Facility Reservation system. If there is a request to shut down a street, a traffic control plan including detour route drawing needs to be submitted and requires City Council approval.

Event set up will begin: (date, day of the week and time)	Event will begin: (date, day of the week, and time)	Event will end: (date, day of the week, and time)	Removal and clean-up will be completed: (date, day of the week, and time)
Friday, March 28, 2025	Saturday, March 29, 2025	Saturday, March 29, 2025	Saturday, March 29, 2025
3:00 pm	9:00 am	10:00 pm	11:00 pm

Maximum Number of Participants: 90 Maximum Number of Vehicles: 60-90

Will there be an admission fee? What is the admission fee? -Registration Fee -Yes Registration Fee -\$200 per-team

Will food be sold? food will be provided from HyVee with free will donation  
secured the appropriate permits. Organizers are responsible for making sure vendors have

Will alcohol be permitted or sold? NO  
Organizers are responsible for insuring all permits have been obtained and all laws and regulations are followed.

Has all approval from non-city agencies (such as NPS, Johnson County, Cedar County, WBCSD) been granted?



Please list other agencies involved. None

Traffic Control Plan (please attach diagram): Participants will park at Beranek, Lutheran Church parking lot,

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Public Notification Plan: Will reach out to teams that already play in the summer West Branch Volleyball League

Amplified Sound/Noise Plan: The event itself will not have any amplified noise, however individuals may have some music playing, event coordinator will monitor this.

Site Plan/Race Course Map (please attach diagram): Use volleyball courts at Beranek Park and shelter

Security Plan: Will inform West Branch Police Dept of this activity

Restoration Plan: N/A

Trash Management Plan: Will pick all trash and put in dumpster. Can we have extra trash containers

Restroom Plan: Use restrooms at Beranek Park

Signs/Banner Plan: Lion's Club Banner Flag

Insurance policy: Ace American Insurance Co HGO G48333205

Signature: Sherry Kolpin

Date: 1.27.2025

**\*\*\*By signing this form, you agree that you have read the attached guidelines and will comply with each as stated.**

**Return completed form to: West Branch City Office, PO Box 218 or 110 N. Poplar St., West Branch, IA 52358 or email to [cityclerk@westbranchiowa.org](mailto:cityclerk@westbranchiowa.org)**



RECEIVED  
2/3/25

### Special Event Permit Application

Private events, ceremonies, or parties that anticipate less than 50 people and do not collect any money, sell any products, goods or services including food, beverage, or alcohol, do not use roads, streets, or pathways and do not have amplified sound or large tents do not require a Special Event Permit. A Facility Reservation may be required if City property is being used. The City of West Branch may waive the submission deadline in extreme cases of unforeseen events.

Please supply the information requested below. Attach additional sheets, if necessary, to provide the required information. In issuing a permit for a special event, the City considers the following items:

1. Will the event cause injury to persons or property, create a disturbance, cause disorderly conduct or encourage or result in violation of the law, or community standards?
2. Will the event interrupt the safe and orderly movement of pedestrians and vehicular traffic in the area?
3. Is the proposed location adequate for the size and nature of the event?
4. Will the event interfere with the intended use of the area?
5. Does the applicant(s) have the ability to execute the event?
6. Does the applicant(s) have the financial ability to obtain the appropriate insurance (if applicable)?
7. Does the event conflict with other scheduled special events in the community?
8. Have approvals by other governing agencies been obtained (if applicable)?
9. Have all permit requirements been met?

The application review process begins when the City of West Branch has received a completed application. Applications for special events must be approved by all appropriate departments, including but not limited to the West Branch Police Department, Fire Department, Public Works, Public Library, Parks and Recreation, Administration, and the City Council. In the event the application is denied by the City; the applicant may appeal to the West Branch City Council in writing within five (5) days of denial. The decision of the West Branch City Council is final.

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#### FOR CITY OFFICE USE:

Approved by \_\_\_\_\_ Date of Approval \_\_\_\_\_

West Branch Administration UB West Branch Fire Department \_\_\_\_\_ West Branch Police Department GA

West Branch Public Library JS West Branch Public Works MG West Branch Parks and Recreation EL

Other \_\_\_\_\_

Notes: \_\_\_\_\_



## REQUEST FOR CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> Approve a Class E Retail Alcohol License for Casey's Marketing Company #3463, 615 S. Downey St., West Branch.
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<b>PREPARED BY:</b> City Clerk, Leslie Brick
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<b>DATE:</b> February 12, 2025
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### BACKGROUND:

Class E Retail Alcohol licenses now include the ability to sell beer and all types of wine with no additional fee. Separate wine and beer sub permits are no longer required.

Renewal is effective March 31, 2025 – March 30, 2026.



## REQUEST FOR CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> Approve a Class C Retail Alcohol License, with Outdoor Service for Eldr LLC. (dba Little Lights on the Lane), 2 Ember Lane, West Branch. <b>(pending DRAM &amp; fire inspection)</b>
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<b>PREPARED BY:</b> City Clerk, Leslie Brick
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<b>DATE:</b> February 12, 2025
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### BACKGROUND:

Class C Retail Alcohol License: 12-month

For taverns, bars, restaurants, etc. Allows commercial establishments to sell alcoholic liquor, wine, and beer for on-premises consumption. Allows carry-out sales of liquor, wine, beer, and mixed drinks or cocktails.

Renewal is effective March 1, 2025 – February 28, 2026.



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> West Branch Fire Department Membership changes.
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<b>PREPARED BY:</b> Fire Chief, Kevin Stoolman
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<b>DATE:</b> February 13, 2025
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### BACKGROUND:

Nate Hills – Cadet to Firefighter (approved by the West Branch Fire Department on 2/12/2025)



## REQUEST FOR CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> Approve the Annual Service Proposal and Contract for Whelen Outdoor Warning Sirens with Frontline Warning Systems..
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<b>PREPARED BY:</b> City Clerk, Leslie Brick
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<b>DATE:</b> February 13, 2025
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### BACKGROUND:

This is annual service contract with Frontline Warning Systems for annual maintenance of the City's outdoor warning sirens.

Service will be performed two (2) times per year in the Spring and Fall. Any component that has failed and is necessary for operation will be replaced or repaired and billed separately.

The annual cost is \$350 per siren. The City has two sirens for a total annual cost of \$700.00.



8004 Aetna Ave NE Monticello, MN 55362

1-800-879-3177

763-295-3650 (fax)

[frontlineplus@tds.net](mailto:frontlineplus@tds.net)

[www.frontlinewarningsystems.com](http://www.frontlinewarningsystems.com)

## Annual Service Proposal and Contract for Whelen Outdoor Warning Sirens.

**Effective January 1, 2025**

Frontline Warning Systems, Inc. of Monticello, Minnesota hereby proposes the following contract for users of Whelen Mass Warning Products.

To ensure quality operation and longevity of Whelen Warning Products, it is necessary to perform inspection and maintenance of siren systems. This includes maintenance of the batteries, cabinet assembly, electronics, and other components of the siren system.

As a factory authorized Premier Level service outlet, Frontline Warning Systems proposes to perform this work prior to Severe Weather season to ensure reliable operation.

Frontline will perform maintenance duties twice during the year under this contract to the owner and/or operator of each individual siren. This contract will carry an annual fee for each Whelen Siren. The included official quotation will be the total price, including batteries and/or other parts. One Spring Service (pre-season) and one Fall Service (post-season) will be completed.

The specific dates that maintenance is to be completed upon will ultimately be under the authority and convenience of Frontline, but will be within appropriate seasons, including prior to severe weather season respectfully. Frontline will coordinate these dates with each user. If specific service dates are desired, please coordinate these with Frontline as early as possible.

In addition, Frontline will gather, record, and store records of maintenance for each individual siren site that carries a service contract. These records will be made exclusively available to the owner/operator of each site. These records will not be shared unless requested and will only be shared with personnel authorized by the siren's owner/operator. This will be a complete maintenance contract only. Frontline Warning Systems will perform maintenance duties as outlined in the Whelen operation and installation manuals by the factory. Replacement batteries, repair of individual components, component

replacement, upgrades or other expenses are not included in this contract. This contract, under no conditions, will cover damages incurred by acts of God, vandalism, misuse, abuse, or improper operation. Charges for a bucket truck (including mobilization/travel charges) are not included unless specifically allowed for under payment terms.

If non-critical components fail, Frontline will notify the end user. A separate purchase order may be issued for those repairs. Components (such as batteries or other critical components) that have failed and have taken the siren completely off-line at the time of inspection will be replaced immediately at market price unless otherwise dictated at the time of contract acceptance.

Under this contract, Frontline Warning Systems will be available for a 48 hour response time on system failures. If a siren that is under contract fails, a representative from Frontline will be on-site within 48 hours to inspect, repair, or service accordingly. Also while under contract, there will be no trip charge issued for this response. This does not apply to failures as a result of non-replacement of items suggested during pre-season inspection.

This contract applies exclusively to customers (owners and operators) of Whelen products. In a siren system that has sirens of different manufacturers, only the Whelen sirens will be maintained under this contract. A separate contract may be issued for other sirens.

The purchaser of this contract will be billed for the annual contract prior to February 1<sup>st</sup>, 2025. The amount billed will be affected upon the total number of sirens requested for maintenance. Each individual siren will carry a charge as listed above; this is a one-time charge per siren per year for year of 2025. With an authorized signature on this form, the contract will begin from date of acceptance or January 1, 2025 (whichever is earlier) and will end December 31<sup>th</sup>, 2025. The purchaser will be billed before the first maintenance service is performed. If Frontline Warning Systems fails to perform maintenance service or becomes unable to perform duties, the pro-rated amount will be refunded to the purchaser.

A copy of this document with an invoice will be provided to the purchaser of this contract. This contract will be re-invoiced prior to March 1<sup>st</sup>, 2026 when the customer can choose to renew or cancel the contract.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position or title

2-West Branch  
Siren/s Location (city)

  
\_\_\_\_\_  
Frontline Plus authorized signature

1-23-25  
\_\_\_\_\_  
Date





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> Claims for February 18, 2025
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<b>PREPARED BY:</b> Heidi Van Auken, Finance Officer
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<b>DATE:</b> February 11, 2025
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### SUMMARY:

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

**EXPENDITURES****2/18/2025**

AMAZON.COM	VARIOUS PURCHASES-LIBRARY	183.07
BEAVER HEATING AND AIR	SEASONAL FURNACE MAINT-LIB	100.00
BIG COUNTRY SEEDS	ICE MELT BAGS-PW	931.00
BOWERS CUSTOM SERVICES	HAULING SAND-PW	1,778.86
CAPITAL ONE	SUPPLIES, SNACKS, DVD-LIB	297.35
CEDAR COUNTY RECORDER	RECORDING FEES	14.00
CEDAR COUNTY TRANSFER	SHOP WASTE DISPOSAL	25.00
KANOPY	ON DEMAND VIDEO SERVICE	51.00
KIRKWOOD COMM. COLLEGE	CDL CLASS-SIMON, CASE	3,600.00
LRS HOLDINGS	TRASH & RECYCLING JAN 2025	18,698.25
MENARDS	SHOP SUPPLIES-PW	104.84
MGSI, LTD	WINDOW REPAIR DAVE'S WELDING	341.00
MIDWEST FRAME & AXLE	PLOW REPAIR PARTS	112.02
MOPPY MO'S	CLEANING SERVICES	1,015.00
OLSON, KEVIN D	LEGAL SERVICES-FEB 2025	1,500.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	2.49
PYRAMID SERVICES	CHAINSAW SUPPLIES	116.24
STATE HYGIENIC LAB	LAB ANALYSIS	43.50
USA BLUE BOOK	SEWER PLANT FILTERS	294.24
VEENSTRA & KIMM	MEADOWS PT 6 REVIEW	360.00
WB COMMUNITY SCHOOLS	GYM RENTAL	405.00
WEST BRANCH TIMES	LEGAL PUBLICATIONS	503.42
ZIPPY'S SALT BARN	ROAD SALT	8,205.12
<b>TOTAL</b>		<b>38,681.40</b>

**PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS****2/14/2025****61,374.78****PAID BETWEEN MEETINGS**

AT&T MOBILITY	WIRELESS SERVICE	210.04
BAKER & TAYLOR	BOOKS	133.55
HARLESS, VERONICA	SR. FITNESS INTRUCTION	525.00
LEAF CAPITAL FUNDING	COPIER LEASE-LIBRARY	142.02
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,586.53
LINN COUNTY REC	STREET LIGHTS	311.87
WEX BANK	VEHICLE FUEL	1,312.96
SISCO	HEALTH CLAIMS 2/3/2025	305.20
VARIOUS VENDORS	UB REFUNDS	60.20
<b>TOTAL</b>		<b>4,587.37</b>

**GRAND TOTAL EXPENDITURES****104,643.55**

**FUND TOTALS**

001 GENERAL FUND	51,864.61
022 CIVIC CENTER	367.50
031 LIBRARY	5,999.59
110 ROAD USE TAX	20,123.88
112 TRUST AND AGENCY	11,591.87
600 WATER FUND	7,134.17
610 SEWER FUND	7,074.68
740 STORM WATER UTILITY	487.25

**GRAND FUND TOTAL** 104,643.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
PARK & RECREATION	GENERAL FUND	WEST BRANCH COMMUNITY SCHOOLS	5/6 BOYS BBALL PRACTICE	165.00			
			HOST TRAVEL BBALL GYM RENT	80.00			
			4TH BOYS BBALL PRACTICE	160.00			
			TOTAL:	405.00			
CEMETERY	GENERAL FUND	PYRAMID SERVICES INC.	CHAINSAW SUPPLIES	116.24			
			TOTAL:	116.24			
CLERK & TREASURER	GENERAL FUND	AMAZON.COM.CA.,INC. MOPPY MO'S LLC	OFFICE SUPPLIES-CITY	47.99			
			CLEANING SERVICES-CITY	175.00			
			TOTAL:	222.99			
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES CEDAR COUNTY RECORDER OLSON, KEVIN D	LEGAL PUBLICATIONS	503.42			
			RECORDING FEES	14.00			
			LEGAL SERVICES-FEB 2025	1,500.00			
			TOTAL:	2,017.42			
SOLID WASTE	GENERAL FUND	LRS HOLDINGS, LLC	TRASH & RECYCLING JAN 2025	18,698.25			
			TOTAL:	18,698.25			
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	MEADOWS PT 6 REVIEW	360.00			
			TOTAL:	360.00			
TOWN HALL	CIVIC CENTER	MOPPY MO'S LLC	CLEANING SERVICES-TH	367.50			
			TOTAL:	367.50			
LIBRARY	LIBRARY	OVERDRIVE INC BEAVER HEATING AND AIR CONDITIONING IN KANOPY AMAZON.COM.CA.,INC.  CAPITAL ONE  MOPPY MO'S LLC	DIGITAL & AUDIO BOOKS	2.49			
			SEASONAL FURNACE MAINT-LIB	100.00			
			ON DEMAND VIDEO SERVICE	51.00			
			DVD RETURN - LIBRARY	12.97-			
			TAPE-LIBRARY	25.55			
			BOOKS, DVDS-LIBRARY	122.50			
			SUPPLIES, SNACKS, DVD-LIB	196.25			
			SUPPLIES, SNACKS, DVD-LIB	83.14			
			SUPPLIES, SNACKS, DVD-LIB	17.96			
			JANITORIAL SERVICES-LIBRAR	472.50			
			TOTAL:	1,058.42			
			ROADS & STREETS	ROAD USE TAX	KIRKWOOD COMM. COLLEGE MENARDS CEDAR COUNTY TRANSFER STATION BOWERS CUSTOM SERVICES LLC BIG COUNTRY SEEDS INC MIDWEST FRAME & AXLE ZIPPY'S SALT BARN LLC MGSI, LTD	CDL CLASS-SIMON, CASE	3,600.00
						SHOP SUPPLIES-PW	53.97
						SHOP WASTE DISPOSAL	25.00
HAULING SAND-PW	1,778.86						
ICE MELT BAGS-PW	931.00						
PLOW REPAIR PARTS	112.02						
ROAD SALT	8,205.12						
WINDOW REPAIR DAVE'S WELDI	341.00						
TOTAL:	15,046.97						
WATER OPERATING	WATER FUND	STATE HYGIENIC LAB				LAB ANALYSIS	43.50
						TOTAL:	43.50
SEWER OPERATING	SEWER FUND	MENARDS USA BLUE BOOK	SEWER PLANT SUPPLIES	50.87			
			SEWER PLANT FILTERS	294.24			
			TOTAL:	345.11			

DEPARTMENT                      FUND                      VENDOR NAME                      DESCRIPTION                      AMOUNT

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

001	GENERAL FUND	21,819.90
022	CIVIC CENTER	367.50
031	LIBRARY	1,058.42
110	ROAD USE TAX	15,046.97
600	WATER FUND	43.50
610	SEWER FUND	345.11
----- GRAND TOTAL: -----		38,681.40
-----		

TOTAL PAGES: 2



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> <b>Third Reading Ordinance 822</b> - Amending the Code of Ordinances of the City of West Branch, Iowa, by adding a new section pertaining to debts subject to the Setoff Program.
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<b>PREPARED BY:</b> City Clerk, Leslie Brick
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<b>DATE:</b> February 4, 2025
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### BACKGROUND:

For the past several years, the City of West Branch utilized the Income Offset Program through the Iowa Department of Administrative Services (DAS) to collect past due and delinquent utility payments.

In July of 2023, the Iowa Department of Revenue (IDR) took over this program and required each agency to re-apply in order to participate in the offset program. We have been working closely with the IDR to provide the necessary information and meet the requirements of providing the customer due process with repaying debts to the City.

During this process, it was determined that the City could benefit from being able to collect debts for other services should the need arise. This ordinance will provide for the City to collect other debts through the IDR Setoff Program and outline the due process in which the City takes to collect those debts.

This Ordinance will create Chapter 9 – Debt Setoff Program in the West Branch Code of Ordinances.

## **ORDINANCE NO. 822**

### **AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA, BY ADDING A NEW SECTION PERTAINING TO DEBTS SUBJECT TO THE SETOFF PROGRAM**

Be It Enacted by the City Council of the City of West Branch, Iowa:

SECTION 1. NEW CHAPTER. The Code of Ordinances of the City of West Branch, Iowa, is amended by adding a new chapter, numbered Chapter 9, entitled DEBT SETOFF PROGRAM

#### **CHAPTER 9 - DEBT SETOFF PROGRAM**

SECTION 1. PURPOSE. The purpose of this Chapter is to establish policies and procedures pursuant to Iowa Code 421.65, authorizing the City to invoke the setoff provisions contained therein for debts owing the City and for which the City has afforded the debtor the opportunity to contest the debt.

SECTION 2. DEBTS SUBJECT TO SETOFF CONSTITUTING "QUALIFYING DEBT" PURSUANT TO IOWA CODE 421.65. All debts or charges authorized herein by the City of West Branch Code or otherwise set by Resolution approved by the West Branch City Council shall be deemed "qualifying debts" subject to the provisions of Iowa Code 421.65, for which the City shall provide those procedures as set out herein Chapter 9 of the City Code. Such "qualifying debts" include, but are not limited to the following:

- (a) Past-due or unpaid utility bills – (water, sewer, storm water, garbage and recycling services)
- (b) Unreturned (overdue) or damaged library materials / equipment
- (c) Unreturned or damaged city property / equipment
- (d) Past-due or unpaid parking tickets
- (e) Past-due or unpaid Park & Recreation program fees, park shelter fees, ball diamond rental fees
- (f) Past-due or unpaid pet licenses
- (g) Past-due or unpaid sidewalk repair/replacement costs
- (h) Past-due or unpaid sidewalk snow/ice removal invoices
- (i) Past-due or unpaid mowing invoice
- (j) Past-due or unpaid nuisance abatement invoice
- (k) Past-due or unpaid connection fees, permit fees, private water lines, curb box (shut off), water meters
- (l) Past-due or unpaid false alarm fees
- (m) Past-due or unpaid subdivision/planning fees including engineering fees incurred on behalf of developer/contractor/individual
- (n) Past-due or unpaid cemetery fees and invoices

- (o) Any debt which is in the form of a liquidated sum due, owing, and payable to the clerk of the district court
- (p) Any other liquidated sum certain, owing, and payable to the City of West Branch, Iowa, with respect to which the City has afforded the debtor notice provided herein.

SECTION 3. PROCEDURE FOR CERTIFICATION TO THE IOWA DEPARTMENT OF REVENUE FOR SETOFF. With respect to any debt herein, the City shall provide the debtor fifteen (15) days advance written notice to the debtor's last-known address, affording the debtor a period of fifteen (15) days within which to protest or appeal the delinquency to the Finance Director for the City. If the delinquency is upheld by the Finance Director, or the debtor has not paid the debt within fifteen (15) of the date of the notice, the City may certify the delinquency to the Iowa Department of Revenue for purposes of collection pursuant to Iowa Code 421.65.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, said adjudication shall not affect the validity of the Ordinance as a whole, or any section, provision or part thereof not adjudicated invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved on the 18th day of February, 2025.

First Reading: January 21, 2025  
Second Reading: February 3, 2025  
Third Reading: February 18, 2025

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

ATTEST:

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

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
--

<b>AGENDA ITEM:</b> <b>Resolution 2025-15</b> – Approving a Professional Service Agreement with Goerdts Inspections and Consultation Services, LLC.
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<b>PREPARED BY:</b> Leslie Brick, City Clerk
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<b>DATE:</b> February 12, 2025
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### BACKGROUND:

Terry Goerdts has been providing plan review and building inspections for the City of West Branch since 2013. Terry was originally started as an independent contractor and later moved to a part-time position in 2016 to fulfill the role of building inspector and started reviewing building permits at that time.

Terry retired from his full-time position in Iowa City at the end of 2024 and subsequently “retired” from the City of West Branch at the same time. Terry has now created his own company “Goerdts Inspections and Consultation Services LLC” for the purposes of continuing providing small cities with building inspection services.

City Administrator Adam Kofoed has reviewed the proposed contract and recommends approval.

**RESOLUTION 2025-15**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH GOERDT INSPECTIONS AND CONSULTATION SERVICES, LLC.**

WHEREAS, the City is interested in contracting with Goerdts Inspections and Consultation Services, LLC for building inspection and consulting services; and

WHEREAS, the City has previously employed Terry Goerdts for examining building plans and performing building inspections for the City of West Branch; and

WHEREAS, the City has a desire to enter into an agreement (See Exhibit A) to engage Terry Goerdts as an independent contractor to perform inspection and consulting services; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a Professional Service Agreement with Goerdts Inspections and Consultation Services LLC.

Passed and approved this 18th day of February, 2025.

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

ATTEST:

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

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa (hereafter “City”) and Goerd Inspection and Consulting Services, LLC (hereafter “Goerd”).

WHEREAS, Goerd has previous experience with the City of Iowa City examining building plans and conducting inspections and has just retired from the City of Iowa City; and

WHEREAS, the City desires to engage the services of Goerd to provide said Services for the City; and

WHEREAS, the parties desire to enter into an agreement to engage Goerd as an independent contractor to perform the Services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services to be Provided by Goerd. Goerd shall provide the following services to the City under this Agreement, which include, but are not limited to:
  - a. Permit and Plan Review;
  - b. Building, mechanical, electrical and property maintenance inspections.
  - c. Assist the City Administrator in management and administration of nuisance abatements, municipal infractions, etc., as requested by the City Administrator;
  - d. Provide fire code inspections for alcohol permit applications;
  - e. Review fence permits;
  - f. Contractor or resident liaison for items (a) through (e);
  - g. Any other duties as assigned by the City

(collectively known as the “Services”).

2. Independent Contractor. Goerd expressly agrees that this Agreement does not create any rights as an employee of City, and that City is engaging Goerd as an independent contractor to provide the Services to the City on an “as requested” basis. This Agreement shall remain in full force and effect until such time as either party gives the other party 60-days written notice of its desire to terminate the agreement for any cause.
3. Compensation for Services. The City shall compensate Goerd for the Services as follows:

- a. The City shall pay Goerdt the sum of \$42 per hour for providing the Services on behalf of the City.
- b. The City will pay a minimum one-hour charge each time Goerdt provides the Services for the City.
- c. Special projects may be at an additional fee agreed to between the parties.

The City shall pay Goerdt after the second regularly scheduled City Council meeting upon submission of an invoice for the Services to the City Clerk.

4. Use of City building and equipment. Goerdt shall be allowed to access City Hall and City equipment during regularly scheduled business hours.
5. Insurance. Goerdt shall be solely responsible for the purchase and maintenance of any and all insurance deemed necessary and appropriate to provide the Services to the City and the City shall be named as an additional insured on said policies. At the City's request, Goerdt shall provide a certificate of insurance evidencing the same to the City.
6. Indemnification. Goerdt shall indemnify, defend and hold the City harmless from any action for damages brought pursuant to this Agreement. Goerdt shall cooperate with the City and its legal representation defending any claims filed.
7. Form-1099. As required by law, the City will issue Goerdt a Form 1099 showing the amount paid to Goerdt as an independent contractor during each calendar year this Agreement is in place.
8. No amendment to this Agreement shall be effective until approved of and executed in writing by both parties thereto.
9. This Agreement shall be binding upon and inure to the benefit of the successors in interest to the parties.
10. This Agreement shall become effective after execution of this Agreement by both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Terry J. Goerdt

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



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
--

<b>AGENDA ITEM:</b> <b>Resolution 2025-16-</b> Resolution of local support for the renovation of the Herbert Hoover Presidential Library and Museum. / Move to action.
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<b>PREPARED BY:</b> Leslie Brick, City Clerk
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<b>DATE:</b> February 12, 2025
--------------------------------

### BACKGROUND:

Shelly Mott, Executive Director of Development with the Hoover Presidential Foundation presented at the February 3<sup>rd</sup> City Council meeting and asked the City Council to consider pledging financial support to their \$20.3 million-dollar renovation project of the Hoover Library Museum.

Mott said the Foundation is applying for the Community Attraction & Tourism Grant through the Iowa Economic Development Authority. One of the requirements for obtaining the grant is to receive financial support from the County and City in which the project resides. Mott said that the Cedar County Board of Supervisors have pledged \$10,000 in financial support and is now asking the City to pledge \$5,000 so that they can apply for the grant.

At that meeting, the Council discussed Mott's request and agreed to pledge support. As a good will gesture, Councilperson Miller suggested that the City match the County's pledge since the City of West Branch businesses are in the position to benefit from the renovations more so than the County.

City Attorney Olson has prepared the following resolution of support of the Foundation's project for Council consideration.

**RESOLUTION 2025-16**

**RESOLUTION OF LOCAL SUPPORT FOR THE RENOVATION OF THE HERBERT HOOVER PRESIDENTIAL LIBRARY AND MUSEUM.**

WHEREAS, the Herbert Hoover Presidential Library and Museum (the “Facility”) is in the process of undergoing an approximate \$20.3 million renovation of the Facility (the “Project”); and

WHEREAS, the Hoover Presidential Foundation is intending to apply for funding via the Community Attraction & Tourism Program through the Iowa Economic Development Authority to provide partial funding for the Project; and

WHEREAS, the Hoover Presidential Foundation has approached the City about obtaining a Resolution of Support for the Project and providing funding towards the Project; and

WHEREAS, the City Council of the City of West Branch wholeheartedly supports the Project and will provide local funding to be used towards the Project.

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

1. The City Council of the City of West Branch supports the application of the Hoover Presidential Foundation to the Community Attraction & Tourism Program to provide funding for the Project.
2. That the City of West Branch pledges the amount of \$10,000 to be used by the Hoover Presidential Foundation for constructing the Project.

Passed and approved this 18<sup>th</sup> day of February, 2025.

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

ATTEST:

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



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
--

<b>AGENDA ITEM:</b> <b>Resolution 2025-17</b> – Approving an Agreement with the West Branch Lions Club for construction of a Pickleball Complex at Cubby Park. / Move to action.
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<b>PREPARED BY:</b> Erin Laughlin, Parks and Recreation Director
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<b>DATE:</b> February 6, 2025
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### BACKGROUND:

This agreement between the City of West Branch and the West Branch Lions Club outlines the construction and operation of a four-court pickleball complex at Cubby Park. The Lions Club will finance and construct the complex, bearing all associated costs. The City agrees to provide the location and accept the completed project, taking responsibility for its future maintenance. The Lions Club will continue fundraising and can reduce the project size if necessary. The Lions will ensure proper insurance coverage during construction and are responsible for returning the site to its original condition afterward. The City will officially accept the completed project by resolution and name it the "West Branch Lions Pickleball Complex." The Lions will have naming rights for certain elements of the complex and may hold events at no cost. In the event the City reclaims the site, it must reconstruct a similar pickleball complex elsewhere. Both parties will cooperate on rules and fees for using the facility.

**RESOLUTION 2025-17**

**A RESOLUTION APPROVING AN AGREEMENT WITH THE WEST BRANCH LIONS CLUB FOR CONSTRUCTION OF A PICKLEBALL COMPLEX AT CUBBY PARK**

WHEREAS, the West Branch Parks and Recreation Director and the West Branch Lions Club have heretofore negotiated an agreement for the construction of a pickleball complex at Cubby Park and outlined the responsibilities for both parties; and

WHEREAS, this Agreement (see Exhibit A) requires approval of the City Council.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Council of the City of West Branch that the Agreement is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the agreement on behalf of the City.

Passed and approved this 18th day of February, 2025.

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Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, City Clerk



AGREEMENT

THIS AGREEMENT is entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter the “City”) and the West Branch Lions Club, Inc., PO Box 63, West Branch, Iowa 52358 (hereafter “Lions”).

WHEREAS, the City is the owner of that certain property generally referred to as “Cubby Park” in the City of West Branch; and

WHEREAS, Lions has approached the City about financing and constructing four (4) pickleball courts within Cubby Park (the “Project”) at a location as depicted on Exhibit “A” attached hereto (the “Site”); and

WHEREAS, the City Council has agreed to allow Lions to construct the Project at the Site, subject to the terms and conditions below.

NOW, THEREFORE, the parties agree as follows:

1. That upon the execution of this Agreement, Lions will continue with fundraising efforts to allow Lions to construct the Project at the Site.
2. That the Project to be constructed by the Lions will consist of the following:
  - a. A four (4) court pickleball complex built to the dimensions outlined by the USA Pickleball Association, meaning each two (2) court area will need a surface measuring 64’ X 72’.
  - b. The Project will be bounded by an eight (8) foot perimeter fence, with a four (4) foot fence between the courts.
3. That all costs of the construction of the Project shall be borne by Lions. In the event that fundraising for the entire Project cannot be secured, the Lions and City may allow for the initial construction of a two (2) court complex.
4. That upon 90 days’ written notice by Lions to the City, Lions may commence construction of the Project at the Site. Prior to the commencement of construction, Lions shall ensure that the general contractor engaged by Lions to construct the Project shall obtain general commercial liability insurance in an amount equal to at least \$2 million and shall name the City as an additional insured on said policy. The City shall require a certificate of insurance from the Lions general contractor evidencing the same prior to commencement of construction.
5. Once the Project has been completed by Lions, Lions shall be responsible for returning the property owned by the City to its original condition prior to the commencement of construction. Lions shall also be responsible for any damage caused by Contractor or any subcontractors during construction of the Project.
6. That Lions will indemnify the City against any and all claims associated with the construction of the Project by Lions pursuant to this Agreement.

7. At such time as construction has been completed, the City Council shall accept the Project by Resolution of the City Council, said Resolution shall be the instrument which conveys title of the Project to the City. At such time, the City will be solely responsible for the maintenance of the pickleball complex.

8. As recognition of the Project by the City, the City agrees that the Project will be named the "West Branch Lions Pickleball Complex." In addition, Lions may reserve the right to name individual courts, shade areas or benches constructed near the Project. Said additional naming rights shall be subject to the approval of the City Council after consultation with the City Administrator, Mayor and Parks and Recreation Director. In addition, the Lions may hold up to two (2) tournaments/events at the Project each year at no cost to Lions and may work with the West Branch Parks and Recreation Director to designate a 2-hour session in the a.m. weekly and a 2-hour session in the p.m. weekly and each year during the times which the Project is open to the public.

9. Because of the investment of Lions to construct the Project, should the City in the future desire to reclaim the Site for another City purpose, the City shall within one (1) year of the date of said reclamation, reconstruct a like-kind pickleball complex at another location at the City's cost.

10. Lions and the West Branch Parks and Recreation department shall work cooperatively to establish rules and regulations, including fees for the use of the pickleball complex. City agrees that it will endeavor to use the fees for the maintenance of the pickleball complex.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

LIONS:

CITY:

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

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

Roger Laughlin, Mayor

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

ATTEST:

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

Leslie Brick, City Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
--

<b>AGENDA ITEM:</b> Resolution 2025-18 - Accepting a quote for residential solid waste and recycling collection services with _____ and direct the City Administrator to negotiate a contract.
<b>PREPARED BY:</b> City Clerk, Leslie Brick
<b>DATE:</b> February 12, 2025

Below is a summary of the top two quotes for solid waste and recycling services:

<b>LRS</b>	July 25	July 26	July 27	July 28	July 29
(includes a 3.5% annual increase)					
Trash - 35 gallon	\$13.39	\$13.86	\$14.35	\$14.85	\$15.37
Recycling – 65/95 gal	<u>\$5.23</u>	<u>\$5.41</u>	<u>\$5.60</u>	<u>\$5.80</u>	<u>\$6.00</u>
<b>New monthly cost</b>	<b>\$18.62</b>	<b>\$19.27</b>	<b>\$19.95</b>	<b>\$20.65</b>	<b>\$21.37</b>
Trash - 65 gallon	\$15.49	\$16.03	\$16.59	\$17.17	\$17.77
Recycling – 65/95 gal	<u>\$5.23</u>	<u>\$5.41</u>	<u>\$5.60</u>	<u>\$5.80</u>	<u>\$6.00</u>
<b>New monthly cost</b>	<b>\$20.72</b>	<b>\$21.44</b>	<b>\$22.19</b>	<b>\$22.97</b>	<b>\$23.77</b>
<b>ABC Disposal</b>	July 25	July 26	July 27	July 28	July 29
(includes a 3% annual increase)					
Trash – 35 gallon	\$16.70	\$17.20	\$17.72	\$18.25	\$18.80
Recycling – 65/95 gal	<u>\$4.75</u>	<u>\$4.89</u>	<u>\$5.04</u>	<u>\$5.19</u>	<u>\$5.35</u>
<b>New monthly cost</b>	<b>\$21.45</b>	<b>\$22.09</b>	<b>\$22.76</b>	<b>\$23.44</b>	<b>\$24.15</b>
Trash – 65 gallon	\$17.70	\$18.23	\$18.78	\$19.34	\$19.92
Recycling – 65/95 gal	<u>\$4.75</u>	<u>\$4.89</u>	<u>\$5.04</u>	<u>\$5.19</u>	<u>\$5.35</u>
<b>New monthly cost</b>	<b>\$22.45</b>	<b>\$23.12</b>	<b>\$23.82</b>	<b>\$24.53</b>	<b>\$25.27</b>
Trash – 95 gallon	\$18.45	\$19.00	\$19.57	\$20.16	\$20.76
Recycling – 65/95 gal	<u>\$4.75</u>	<u>\$4.89</u>	<u>\$5.04</u>	<u>\$5.19</u>	<u>\$5.35</u>
<b>New monthly cost</b>	<b>\$23.20</b>	<b>\$23.89</b>	<b>\$24.61</b>	<b>\$25.35</b>	<b>\$26.11</b>



**Exhibit A: COMPANY QUALIFICATIONS, EXPERIENCE & SUITABILITY**  
(Attach additional sheets as needed)

**Company Name & Address:**

Lakeshore Recycling Systems LLC  
970 238<sup>th</sup> St  
North Liberty, IA 52317

**Authorized Representative / Title:**

Matt Foster- Business Development Representative

**Authorized Representative Phone & Email:**

(319) 930-1445  
mfoster@lrsrecycles.com

**Parent Company (if any):**

N/A

**2. Please describe your company's experience and qualifications relevant to meeting the requirements of this proposed contract (please specifically describe any experience with uniform solid waste or recycling cart collection systems, particularly automated collection):**  
LRS is a prominent service provider throughout the Midwest. Founded as a recycling company, LRS has grown to become the fourth largest private-waste service provider in America. We are pleased to be the local provider for over 200 municipalities.

**3. Please describe your approach toward customer service and public relations, including maintaining good relationships with any city governments you serve or have served:**

Customer Service day-to-day contact information

Phone- (319)665-4498

Email- [JCROffice@lrsrecycles.com](mailto:JCROffice@lrsrecycles.com)

Hours of Operation- 8:00 am- 4:30 pm (Monday- Friday)

Escalation Process

Contact LRS customer service via phone or email?

Contact Matt Foster

Contact Operations Supervisor

Contact Operations Manager



**4. Please attach a list of equipment to be utilized in the collection process, including at minimum the make, model, year, and overall capacity of each piece of equipment.**

Trash – Currotto Mack Body  
Recycling - Currotto Mack Body  
Side Load - ASL

**5. Please indicate measures your company would take (or would recommend the City to take) to ensure a smooth transition to the new collection system starting July 1, 2025:**

N/A nothing would need to change set-up wise since currently using us

**6. Please indicate and explain any regulatory compliance issues (such as DNR or DOT) your firm has encountered in the past five years:**

N/A

**7. Please provide current (or past) major client references:**

**Reference 1:**

**City Name:** North Liberty

**Contact:** Tracy Mulcahey

**Phone:** 319.625.5712

**Email:** [tmulcahey@northlibertyiowa.org](mailto:tmulcahey@northlibertyiowa.org)

**Reference 2:**

**City Name:** City of Kalona

**Contact:** Sarah Chmelar

**Phone:** 319.656.2310

**Email:** [scchmelar@cityofkalon.org](mailto:scchmelar@cityofkalon.org)

**Reference 3:**

**City Name:** City of Norway

**Contact:** Kennedy Judkins

**Phone:** 319.227.7351

**Email:** [norwaych@southslope.net](mailto:norwaych@southslope.net)

**8. Please indicate your acknowledgement and agreement to the following:**

**The start date of the proposed contract is July 1, 2025, and I hereby warranty my company's capability of providing agreed-upon services by that date, as will be detailed in a written contract should my proposal be accepted.**

**My company will strive for strict compliance with all applicable ordinances, laws, and administrative regulations during the contract term should this proposal be accepted.**

**Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**Authorized Representative Signature:**

---



**Exhibit B: PROPOSAL FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES**

**Scenario 1: 5-Year Contract**

**Contractor provides solid waste and recycling carts**

**Company Name:**

Lakeshore Recycling Systems LLC

**Solid Waste: Monthly Per-Cart Price**

- 35 - gallon container, collected weekly Cost: \$15.49
- 65 - gallon container, collected weekly Cost: \$13.39

**Recycling: Monthly Per-Cart Price**

- 65 - gallon container, collected weekly Cost: \$5.23
- 95 - gallon container, collected weekly Cost: \$5.23

- **Collection of Solid Waste and/or Recycling at City-owned properties and facilities**

**Any Proposed Changes to City Property Collections:**

No Proposed Changes

**Residential Bulky Waste Collection Arrangements & Proposed Pricing:**

\$3 per sticker – No proposed changes for the amounts of stickers needed for bulk items

\*See Attached

**Cleanup Event(s) Arrangements & Proposed Pricing:**

Two clean ups per year spring and fall (to be scheduled with office)

\$500 plus tipping fees

4 R/L 30yrd 20 yrd

LRS takes appliances and tvs no tires

Hoover Parking lot or a place to be decided later

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Authorized Representative Signature:

\_\_\_\_\_

<b>Bulky Items</b>	<b>Stickers</b>
Fridge	7
Freezer	7
Air Conditioner (FREON MUST BE DRAINED)	7
Water Heater	7
Washer	7
Dryer Stove	7
Microwave	7
Diswasher	7
TV or Computers	7
Couch (Hidabed or Recling)	15
Couch	10
Sectional	20
Chaise Lounge	15
Loveseat	6
Stuffed Chair	5
Single Recliner	5
Straight Back Chair	2
Mattress or Box Springs	
King	8
Queen	7
Full	6
Twin	4
Dresser (Per Drawer)	1
Carpet ( Cut into 3X8 Pieces)	3
Toilet	2
Lamps	1
Grill (PROPANE CANNOT BE ATTACHED)	3
Lawn Mower (Gas and oil drained)	7
Elliptical	10





# CITY OF WEST BRANCH

SOLID WASTE RFP



PREPARED BY

LRS  
Matt Foster



Driven By Service.  
Dedicated To  
Sustainability.



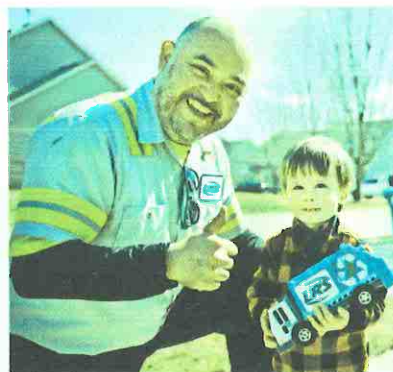
## MISSION STATEMENT

LRS is the industry leader in providing innovative and environmentally responsible waste and recycling solutions. Our team delivers exceptional service and value through relentless commitment to customer satisfaction and preservation of our environment.



### SAFETY

Protecting the well-being of our employees and the communities is essential. That's why we've taken the lead in building a lasting culture of safety and awareness.



### SOCIAL IMPACT

From volunteering and fundraising to our mindful hiring practices and outreach programs, we're proudly working to help enrich the neighborhoods we serve and live in.



### SUSTAINABILITY

We're proud to be reducing consumption, diverting material away from landfills and consistently working to improve our planet's long-term viability.



# Cover Letter

December 12, 2024

City of West Branch  
110 N Poplar St  
West Branch, IA 52358

On behalf of LRS, thank you for the opportunity to provide a proposal for the City of Robins residential waste collection and disposal services.

LRS is a prominent service provider throughout the Midwest. Founded as a recycling company, LRS has grown to become the fourth largest private-waste service provider in America. We are pleased to be the local provider for over 200 municipalities.

West Branch residents and staff will have a very experienced and well-prepared LRS team to manage the transition with our Municipal Transition Team. This team has conducted a large number of residential transitions from the previous service provider to LRS. We look forward to meeting with the City to discuss this in further detail.

Sincerely,

Matt Foster  
Business Development Rep  
MFoster@LRSRecycles.com  
319.930.1445





# References

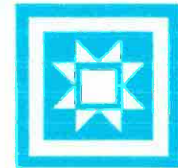
## CITY OF NORTH LIBERTY

Tracy Mulcahey  
3 Quail Creek Circle  
North Liberty, IA 52317  
319.625.5712  
Years Serviced: 20+



## CITY OF KALONA

Sarah Chmelar  
511 C Ave  
Kalona, IA 52247  
319.656.2310  
Years Serviced: 20+



**City of Kalona**

## CITY OF NORWAY

Kennedy Judkins  
108 Railroad St  
Norway, IA 52318  
319.227.7351  
Years Serviced: 10+





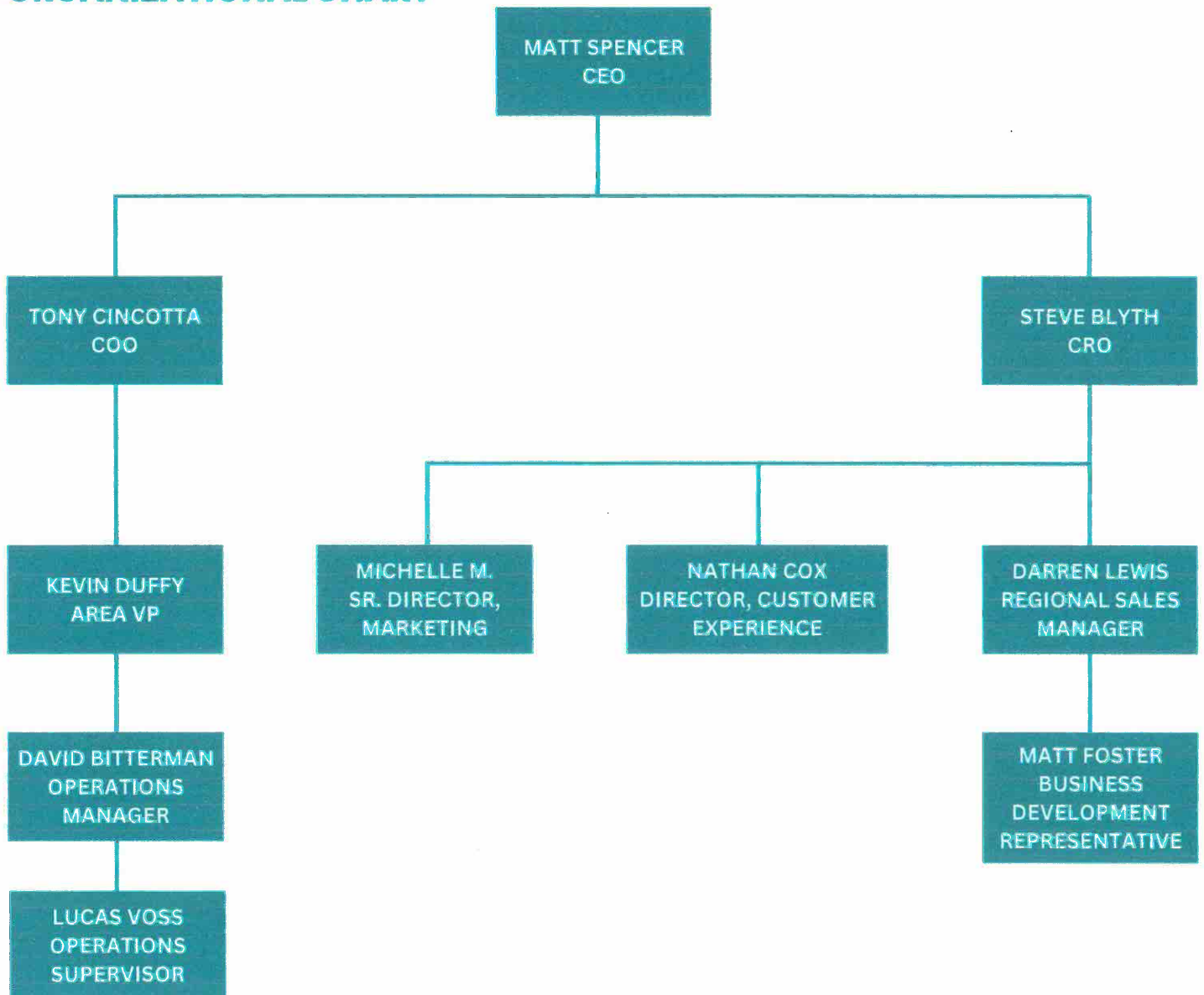


# Organization

## COMPANY INFORMATION

FULL COMPANY NAME: Lakeshore Recycling Systems, LLC  
ADDRESS: 970 238th Street, North Liberty, IA 52317  
PHONE NUMBER: 319.665.4498  
WEBSITE: LRSrecycles.com  
OWNERSHIP: Private Partnership (LLC)

## ORGANIZATIONAL CHART





# Scope of Services

## CUSTOMER SERVICE DAY-TO-DAY CONTACT INFORMATION

- Phone number: 319.665.4498
- Email: JCRoffice@LRSrecycles.com
- Hours of Operation: 8:00 am-4:30 pm (Monday-Friday)

## ESCALATION PROCESS

- Contact LRS Customer Service via phone or email
- Contact Matt Foster
- Contact Operations Supervisor
- Contact Operations Manager

## INNOVATIVE TECHNOLOGY

LRS introduced driver tablets into every fleet vehicle in order to track pickups, easily photograph containers for customers and retain the most updated route schedule possible while drivers are enroute.

## EQUIPMENT

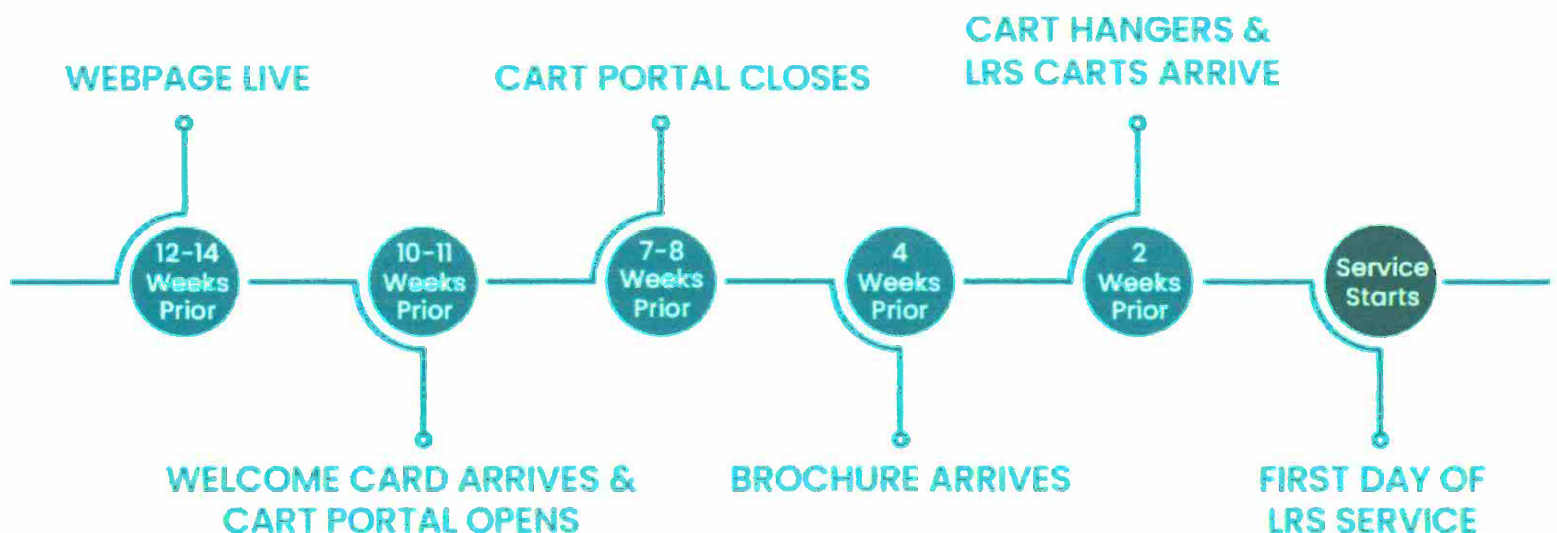
Trash - Currotto Mack Body  
Recycling - Currotto Mack Body  
Side Load - ASL

## ANNUAL PICKUP DAY

LRS would like to continue providing two annual citywide cleanup days at a centralized location where residents could bring bulky items (appliances, furniture, etc). One day in the Spring and one in the Fall.

## SAMPLE IMPLEMENTATION INFORMATION

Proposed timeline and communication cadence with residents.





# Operational Approach Recycling Capabilities

## SINGLE-STREAM RECYCLING

Our approach to recycling is unique within our industry. We are a company proudly rooted in sustainability. Our team works hard to help our customers increase recycling efforts, decrease solid waste generation and provide education on sustainable products that can be applied to any organization.

Our single-stream recycling program includes the following:

- Glass jars and bottles (flint, amber and green)
- Plastic bottles and containers (plastic #1 - #7, excluding #6)
- Tin and metal cans
- Cardboard and paper (chip board, newspaper, magazines, junk mail, catalogs, paper bags, kraft paper telephone books, office paper, file folders and paper towel rolls)
- Aseptic packaging (milk and certain beverage containers)
- Newsprint (ONP)
- Aluminum cans, steel cans, empty aerosol cans, paint cans, oversize cans
- Dry cell batteries
- Gable-top cartons (coated milk and juice container); multi-layered juice boxes

LRS looks forward to partnering with the City of Robins in finding ways to maximize its participation in recycling programs. We know that this includes being a responsible partner to all residents.



### RECYCLING 101

**Follow these helpful tips to ensure your materials are recycled:**

✔ Clean & Empty Materials    ✔ Avoid Bagging Materials    ✔ Replace Caps & Lids

RECYCLABLE MATERIALS	NOT RECYCLABLE
<p><b>PAPER</b> Cardboard (flattened), Office Paper, Newspaper, Magazines, &amp; Paper Cups</p>	<p><b>SOFT PLASTIC</b> Bags, Wrappers, Film, &amp; Packing Fillers</p>
<p><b>METAL</b> Steel &amp; Aluminum Cans, Containers, &amp; Foil</p>	<p><b>TANGLERS</b> Cords, Hangers, Wire, Hoses, Ropes, Chains, &amp; String Lights</p>
<p><b>PLASTIC</b> Hard or Rigid Containers: Bottles, Jugs, &amp; Jars</p>	<p><b>SHREDDED ITEMS</b> Paper, Cardboard, &amp; Cups</p>
<p><b>GLASS</b> Bottles &amp; Jars</p>	<p><b>FOAM PLASTIC</b> Polystyrene &amp; Styrofoam</p>
<p><b>CARTONS</b></p>	<p><b>BIG ITEMS</b> Electronics, Wood, Propane Tanks, Scrap or Scrap Metal</p>
	<p><b>CLOTHING</b> Textiles or Shoes</p>

These Guidelines represent the common items accepted in most recycling programs.

For more information visit [UltraRecycles.com](http://UltraRecycles.com)





# Operational Approach Outreach Program

LRS is dedicated to actively engaging residents in understanding and utilizing their new waste services. Recognizing the importance of effective communication and education in waste management, LRS employs a multi-faceted approach to reach and educate the community. This approach includes a comprehensive, user-friendly website tailored to resident needs, dynamic social media interactions and traditional outreach methods. These tools are designed not only to inform residents about the services available, but also to foster a deeper understanding of sustainable waste practices. By integrating technology with personalized customer service and field outreach, LRS ensures that every resident is well-informed and can easily access the waste services they require. This commitment to community engagement reflects LRS's dedication to improving waste management services and promoting environmental sustainability within the communities it serves.

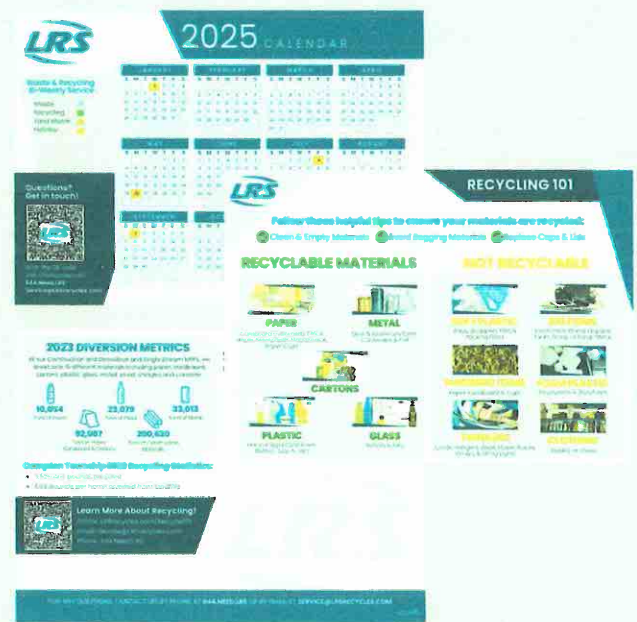
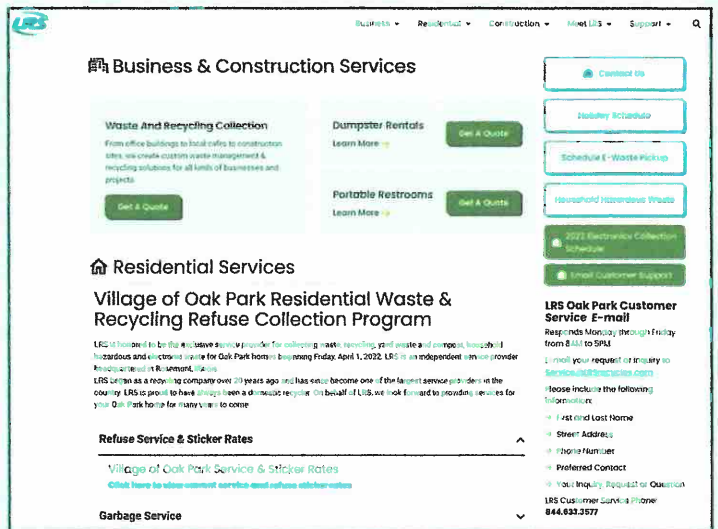
## LRS WEBSITE SERVICES

At LRS, we are dedicated to providing the residents of Robins with an efficient and user-friendly website for the seamless management of their online accounts. Our website boasts a range of essential features, including:

- Requesting changes to existing services or adding new ones
- Accessing collection calendars, notifications, recycling information, holiday schedules and pickup day details
- Requesting bulk pickups
- Staying informed about local promotions and events, such as spring clean-up initiatives
- Learning about proper recycling techniques

## COMMUNICATION APPROACH

In addition to leveraging digital channels, we at LRS deeply acknowledge the enduring value and relevance of traditional outreach methods for keeping residents updated, especially as waste management regulations continually evolve. LRS is dedicated to consistently reaching out to your community through familiar, accessible and effective mediums. Our comprehensive approach extends beyond the digital realm, encompassing the distribution of informative posters and handouts, provision of practical refrigerator magnets for easy reference, cart decals aiding in waste service identification, contamination tags for educational purposes, engaging newsletter content rich in information, direct mailers tailored to community needs and visually appealing advertisements.





# Core Values

## Safety

### **SAFETY FIRST. ALWAYS.**

At LRS, safeguarding our employees and communities is our top priority. We are at the forefront of building a lasting culture of safety. By setting industry standards, prioritizing health and well-being and rigorously adhering to best practices, we ensure the highest level of safety for our team members and communities.

### **LIVE SAFETY**

#### **OUR CULTURE OF SAFETY GOES FAR BEYOND A SLOGAN.**

Our dedication to safety drives us to explore innovative technologies and fresh solutions. At LRS, we continuously research and develop effective methods to minimize risks, enhance safety and foster a culture of continuous improvement. These efforts are instrumental to reducing our environmental footprint and promoting safe, sustainable practices across all operations.

# 127

Employees OSHA 10 Certified

# 56

Safety Meetings with Field Staff & Executive Leadership

# 15%

Reduction in TRIR 2022 to 2023  
(Total recordable incidents)

# 26%

Reduction in LTIFR 2022 to 2023  
(Lost Time)



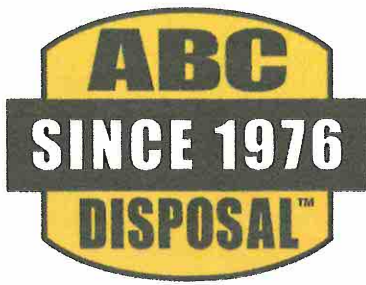
### **INVESTMENTS IN SAFETY TRAINING AND TECHNOLOGY**

Our commitment to safety and training is paramount. LRS provides new hires with ten days of on-the-job training and a comprehensive Environmental, Health and Safety orientation outlining our safety policies and expectations. Ongoing efforts, like the driver observation program, focus on identifying unsafe behavior and strengthening manager-employee relationships.

Our safety program ensures drivers return home safely each day. LRS invested over \$1.6M in 3rd Eye, a digital platform that gives supervisors live video access and insights into driver behavior. This investment is one reason we've reduced our accident frequency rate (AFR) by 17.6%.







1191 Ingleside Dr SW, Bldg 1200  
Cedar Rapids, IA 52404  
[abcdisposalsystems.com](http://abcdisposalsystems.com)



## Waste & Recycling Services Proposal

for the City of West Branch

**December 16, 2024**

Trent Carter, Owner  
Authorized Representative  
(319) 893-1180  
[tcarter@abcdisposalsystems.com](mailto:tcarter@abcdisposalsystems.com)

# Table of Contents

Cover Letter	1
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Equipment & Regulatory Compliance	5
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References	7
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Acknowledgements	10





# Cover Letter



December 16, 2024

City of West Branch  
110 N Poplar St.  
PO Box 218  
West Branch, Iowa 52358

Dear City of West Branch Officials:

We at ABC Disposal Systems, Inc. are excited about the opportunity to partner with the City of West Branch to provide superior-quality residential waste disposal and recycling services. With our extensive experience and knowledge of the area, we are uniquely positioned to provide tailored solutions to West Branch residents.

As a locally owned and operated company specializing exclusively in Eastern Iowa, we are committed to building strong partnerships with the communities we serve. Our regional expertise, commitment to customer service, and focus on sustainability make us the ideal partner for West Branch.

We look forward to answering any questions you may have, and thank you for considering ABC Disposal Systems for your waste disposal and recycling needs.

Best regards,

The Carter Family  
**ABC Disposal Systems**  
[www.abcdisposalsystems.com](http://www.abcdisposalsystems.com)

**Type of Ownership:** Corporation  
**Key Principals:** Joan Carter, Trent Carter and Chad Carter

## Mission Statement

At ABC Disposal, we strive to provide the superior service that customers recommend to their family and friends, our employees are proud of, businesses select to partner with and the communities we serve have come to trust! We are Eastern Iowa's leading hauler and our knowledgeable team is ready to be part of your waste solution!

# Experience & Qualifications



**2. Please describe your company's experience and qualifications relevant to meeting the requirements of this proposed contract (please specifically describe any experience with uniform solid waste or recycling cart collection systems, particularly automated collection):**

ABC Disposal Systems has been providing automated curb-side solid waste and recycling cart collection services to communities across Eastern Iowa for more than 20 years.

Our customer support is based out of our Cedar Rapids facility. We have two locally dedicated Customer Account Specialists that answer the phone and respond to incoming emails. These specialists have 6 members backing them up so you can expect a live agent to take your calls, six days a week! The team is made up of billing specialists, accounts receivables and payables, dispatchers, sales and our residential truck supervisor which enables us to share information so we can be efficient and provide superior customer service.

Our experienced drivers that report to this facility are local and cross-trained allowing us to be flexible and dedicated to your waste disposal needs. With over 50 drivers and 10 plus that specialize in residential services we are sure to meet your needs. The state-of-the-art maintenance facility includes 12 service bays and a wash bay. Our modern fleet of over 70 trucks is serviced with a team of over 10 on-site mechanics always only a phone call away.

In addition, our trucks are equipped with GPS, Video Service Verification, and Scales. We use this to guarantee excellent service every time, while offering robust reporting capabilities to share monthly collection data with the City of West Branch.





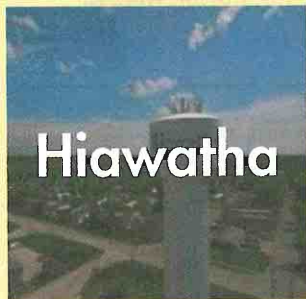
# Experience & Qualifications Cont...



## Our History: A Timeline

We, the Carter family, started ABC Disposal Systems in 1976 with one residential garbage truck and the desire to care for and serve our customers to the best of our ability. A few short years later, the City of Hiawatha entrusted us with their waste services. Forty-Six years later we still hold the trust of the City of Hiawatha, and are quickly gaining the trust of other communities across Eastern Iowa.

Our employees live in the communities we serve. They are a part of our family and with them, we are determined to continue to serve our customers with the same integrity and hard work we started with so many years ago.



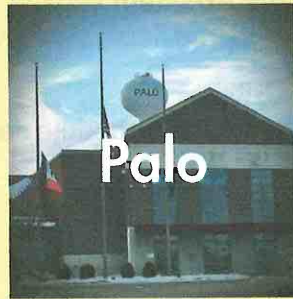
**Hiawatha**

**Since 1978**

**Residential Customers:  
1,470**

**City Properties:  
12**

**Amnesty Day:  
Bi-Annually**



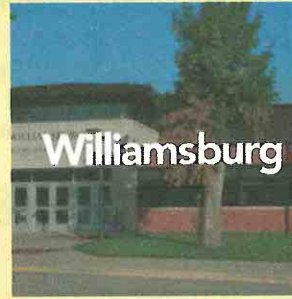
**Palo**

**Since 2000**

**Residential Customers:  
586**

**City Properties:  
6**

**Amnesty Day:  
Bi-Annually**



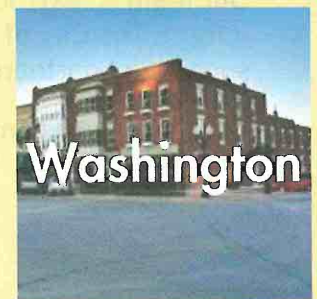
**Williamsburg**

**Since 2022**

**Residential Customers:  
1,130**

**City Properties:  
10**

**Amnesty Day:  
Bi-Annually**



**Washington**

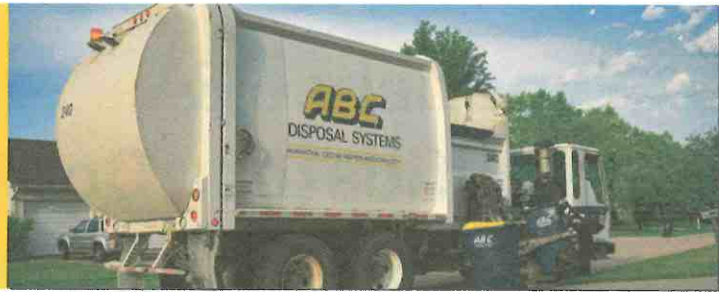
**Since 2024**

**Residential Customers:  
2682**

**City Properties:  
14**

**Amnesty Day:  
Bi-Annually**

# Customer Care



### 3. Please describe your approach toward customer service and public relations, including maintaining good relationships with any city governments you serve or have served:

At ABC Disposal Systems, our mission every day is to strive to provide superior services that Customers recommend to their families and friends, Employees are proud of, Businesses select to partner with, and Communities we serve trust.

ABC Disposal's over 15,000 Residential Customers are encouraged to call our Office and speak with live Customer Account Specialists, anytime during business hours.

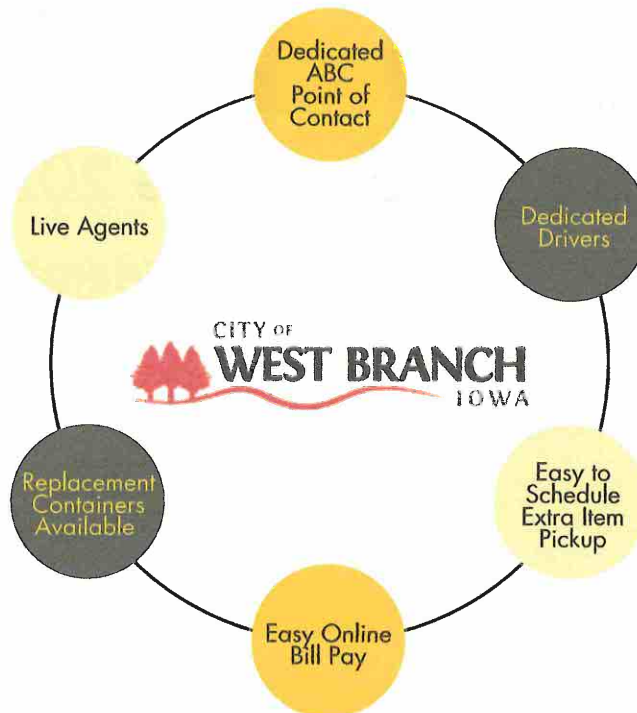
**Monday - Friday: 7 am - 5:30 pm**

**Saturdays: 8 am - Noon**

We also have a convenient website with the ability to contact us, schedule service, or bill-pay online.

Our team is fast, accurate & dedicated to ensuring you get excellent service, every time. Or we make it right! The City of West Branch will lock arms with a dedicated liaison who will work to ensure a very successful partnership with the City of West Branch.

We also have a convenient website with the ability to contact us, schedule service, or bill-pay online.



We are always ready to help!  
Call 319-395-0904  
Visit [www.abcdisposalsystems.com](http://www.abcdisposalsystems.com)  
Email [info@abcdisposalsys.com](mailto:info@abcdisposalsys.com)



# Equipment



## Trucks

Number of Dedicated Vehicles: 2

1 Dedicated Solid Waste Collection | 1 Dedicated Recycling Collection

Vehicle Make, Model & Year: 2022 Freightliner PAC-Tech 25yd side load

All trucks equipped with GPS, Scales and Video Service Verification

Backup Fleet of 50+ Trucks.



## Containers

35, 65 or 95 Gallon ABC containers will be provided for Residential Solid Waste & Recycling services.

4 or 6 Yard Containers will be provided for City-Owned Buildings.

Full Inventory or additional Residential & Commercial Containers available upon request.



**ABC Disposal Systems is proud to share that we have Zero (0) Regulatory Compliance issues in the past 5 years.**

# Smooth Transition



**5. Please indicate measures your company would take (or would recommend the City to take) to ensure a smooth transition to the new collection system starting July 1, 2025:**

## Welcome to ABC Disposal...

Family Owned & Operated for:  
48 Years

Residences Served:

15,000+

Company Size:  
100+ Employees

Commercial Businesses Served:

3,800+

## Our Commitment to The City of West Branch

The awarding of the contract in January 2024 would give ABC 5+ months to:

1. Develop a comprehensive Transition Plan.
2. Assignment of a Dedicated ABC Liaison to work closely with the city every step of the way.
3. Monthly standing meetings to review & assure the progress of the Transition Plan.
4. Gathering of all resident's information by June 1st, 2024.
5. Communicating Weekly with all Residents the Month of June, via Mail, City Website, or local city Publications.
6. ABC will ensure delivery of all needed Garbage & Recycling Containers the week prior to starting service.
7. ABC Disposal Systems will work in conjunction with the city to resolve any issues in the last 7 days prior to takeover.
8. Current Rates based on Cedar County Transfer Station tipping fees & current recycling commodity rates. Any changes to these rates will be passed through to the City of West Branch.





# References



## City of Hiawatha - 46 Years

Contact: City Manager

Dennis Marks

[dmarks@hiawatha-iowa.com](mailto:dmarks@hiawatha-iowa.com)

319-360-1986



## City of Williamsburg - 2 Years

Contact: City Manager

Aaron Sandersfeld

[asandersfeld@williamsburgiowa.org](mailto:asandersfeld@williamsburgiowa.org)

319-931-3950



## City of Palo - 4 Years

Contact: Deputy City Clerk

Allison Groff

[agroff@cityofpalo.com](mailto:agroff@cityofpalo.com)

319-851-2731



## University of Iowa

Available upon request.

**Exhibit B:**  
**PROPOSAL FOR SOLID WASTE & RECYCLING COLLECTION SERVICES**

**Scenario 1: 5-Year Contract**  
**Operational Cost Increase: 3% Annually on July 1st.**

**Solid Waste, Monthly Per-Cart Basis Pricing**  
**\$16.70** – 35-Gallon Trash Container, Collected Weekly  
**\$17.70** – 65-Gallon Trash Container, Collected Weekly

**Recycling, Monthly Per-Cart Basis Pricing**  
**\$4.75** – 65-Gallon Trash Container, Collected Weekly  
**\$4.75** – 95-Gallon Recycling Container, Collected Weekly

**City Properties**

**INCLUDED** - To show our appreciation for partnering with the City of West Branch we would like to offer all City Properties Solid Waste & Recycling at no cost to the City.

**Billing**

The City of West Branch will be billed on a monthly basis.

**Additional Bag Tag Pricing**

**Price to the City:** \$2.75 each  
Possible revenue stream for the City of \$.25/Tag

**Bi-Annual Amnesty Day for Residents**

Dates and drop sites to be determined by the City of West Branch and ABC Disposal  
**Cost:** \$145/Hour Per Truck + Tipping Fees (similar size communities cost is \$3500-\$4500)  
**Mobile Shredding with Amnesty Days - Optional**

**Any Proposed Changes to City Property Collections:** We are committed to working closely with the City to ensure a smooth transition, no proposed changes to collections at this time.

**Residential Bulky Waste Collection Arrangements & Proposed Pricing:** Residents call into ABC Disposal directly for Bulk Item Pickup - \$25/Item, Bulk Item Collection Weekly.

**Submitted this 16th day of December, 2024.**  
**Authorized Representative Signature:**

  
\_\_\_\_\_  
Trent Carter  
Owner

**Exhibit B:**  
**PROPOSAL FOR SOLID WASTE & RECYCLING COLLECTION SERVICES**

**Scenario 2: 10-Year Contract**

**Operational Cost Increase: 3% Annually on July 1st.**

**Solid Waste, Monthly Per-Cart Basis Pricing**

**\$16.70** – 35-Gallon Trash Container, Collected Weekly

**\$17.70** – 65-Gallon Trash Container, Collected Weekly

**Recycling, Monthly Per-Cart Basis Pricing**

**\$4.75** – 65-Gallon Trash Container, Collected Weekly

**\$4.75** – 95-Gallon Recycling Container, Collected Weekly

**City Properties**

**INCLUDED** - To show our appreciation for partnering with the City of West Branch we would like to offer all City Properties Solid Waste & Recycling at no cost to the City.

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**Submitted this 16th day of December, 2024.**

**Authorized Representative Signature:**



Trent Carter  
Owner



# Acknowledgements



**ACORD** CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 7/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - CR 201 First Street SE, Suite 700 Cedar Rapids IA 52401	AGENT Name: Joe Mullin Phone: 319-896-7663 Fax: JAC, MN Address: jmulin@holmesmurphy.com	INSURER(S) AFFORDING COVERAGE INSURER A: UPLAND SPECIALTY INS CO INSURER B: Arch Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16988 11150
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INSURED  
ABC Disposal Systems Inc.  
1191 Ingleside Dr. SW, Bld 1200  
Cedar Rapids, IA 52404

CERTIFICATE NUMBER: 740779259 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADD. NAIC#	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
B X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR		ZAGLB266300	1/1/2024	1/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGES INCURRED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - CONSUM ADG \$4,000,000
B AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY WAIVED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		ZACAT9300000	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X UMBRELLA/EXCESS LIAB EXCESS LIAB CLAIMS MADE		USXTL0526424	1/1/2024	1/1/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B WORKERS COMPENSATION AND EMPLOYERS LIABILITY EMPLOYERS LIABILITY (EXCEPT AS EXCLUDED) (See Schedule A for details) (See Schedule B for details)		ZAWC0771600	1/1/2024	1/1/2025	DEATH \$1,000,000 DISABILITY \$1,000,000 MEDICAL EXPENSE \$1,000,000 REHABILITATION \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if ample space is required)

CERTIFICATE HOLDER: To Whom It May Concern  
IA 00000  
USA

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE: *Kari Cooley*

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**Please indicate your acknowledgment and agreement to the following:**

TC The start date of the proposed contract is July 1, 2025, and I hereby warranty my company's capability of providing agreed-upon services by that date, as will be detailed in a written contract should my proposal be accepted.

TC My company will strive for strict compliance with all applicable ordinances, laws, and administrative regulations during the contract term should this proposal be accepted.

Submitted this 16th day of December, 2024.

Authorized Representative Signature:

*Trent Carter*

Trent Carter, Owner  
ABC Disposal Systems, Inc.  
319-395-0904  
tcarter@abcdisposalsystems.com  
www.abcdisposalsystems.com



**RESOLUTION 2025-18**

**A RESOLUTION ACCEPTING A QUOTE FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES WITH \_\_\_\_\_ AND DIRECT THE CITY ADMINISTRATOR TO NEGOTIATE A CONTRACT.**

**WHEREAS**, managing municipal solid waste is important to a sustainable environment for future generations to enjoy a clean, safe and healthier world; and

**WHEREAS**, the City of West Branch regards this service as an important and a critical part of establishing a high quality of life in this community; and

**WHEREAS**, office staff evaluated four proposals from vendors who responded to a Request for Proposal placed by the City of West Branch for those interested in providing residential solid waste and recycling collection services; and

**WHEREAS**, the proposals were evaluated based on service quality and dependability, service offerings, and competitive pricing; and

**WHEREAS**, \_\_\_\_\_ was recommended as the best company for the value to negotiate a contract for services; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Branch, that the City Administrator is authorized to negotiate contract with \_\_\_\_\_, for Residential Solid Waste and Recycling Collection Services.

Passed and approved this 18<sup>th</sup> day of February, 2025.

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

ATTEST:

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



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> Resolution 2025-19 – Amending the Employee Handbook (Amendment #2).
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<b>PREPARED BY:</b> Leslie Brick, City Clerk
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<b>DATE:</b> February 12, 2025
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### BACKGROUND:

The West Branch Employee Handbook was revised in July 2024 and approved by the City Council via Resolution 2024-60 on June 17, 2024.

The handbook is under continuous review to ensure that the City is complying with Federal and State laws, best practices and clarifying certain procedures and setting expectations for current and future employees of the City.

Suggested changes are noted on Resolution 2025-19 in **RED**, and will be incorporated into the Employee Handbook if approved.

## RESOLUTION 2025-19

### A RESOLUTION AMENDING THE EMPLOYEE HANDBOOK (AMENDMENT #2)

WHEREAS, the City of West Branch Employee Handbook, dated July 1, 2024 will be amended as follows:

#### Section III - EMPLOYMENT

##### 19. TIME RECORDS

All employees shall provide an accurate record their work time on a daily basis. Timesheets are to be completed and signed by the employee and submitted to their Supervisor at the end of each pay period. Falsifying timesheets is subject to discipline up to and including termination. Time worked should be entered on your timesheet in the following manner:

Enter time worked in full hours or ¼ hours as follows:

15 minutes = .25

30 minutes = .50

45 minutes = .75

60 minutes = 1.00

If the time worked doesn't equal a full quarter, round to the nearest quarter of hour.

#### Section V – TIME OFF BENEFITS

##### 3. HOLIDAYS

The City observes the following holidays. ~~Part-time employees receive their scheduled hours and~~ Full-time employees will receive eight hours compensation for the following City holidays:

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

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

##### 5. BEREAVEMENT LEAVE

Full-time employees may be granted time off with pay for five (5) days in the event of the death of their spouse or child.

Full-time employees may be granted time off with pay for three (3) days off in the event of the death in the employee's immediate family.

For the purposes of bereavement leave immediate family includes the following: Mother, father, step-parents, foster parents, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-children, foster children, grandparent, grandchild.

**Full-time** employees may be granted time off with pay for one (1) day for the employee's extended family. Extended family shall include the following: uncle, aunt, niece, nephew or first cousin, and step-family members. ~~and half family members.~~

#### **6. JURY DUTY**

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch, Iowa that the aforementioned Amendment #2 to the West Branch Employee Handbook is hereby approved.

Passed and approved this 18<sup>th</sup> day of February, 2025.

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

ATTEST:

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





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> <b>Resolution 2025-20</b> Approving a purchase agreement with Lee and Patricia Cassabaum for a parcel to be used as a portion of Beranek Drive.
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<b>PREPARED BY:</b> Adam Kofoed, City Administrator
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<b>DATE:</b> February 13, 2025
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### SUMMARY:

The West Branch City Council authorized Mayor Roger Laughlin, Councilperson Colton Miller, and City Administrator Adam Kofoed to negotiate with the owner of 316 Beranek Drive. Years ago, the city applied chip and seal improvements on Mr. Cassabaum's property, and this agreement aims to resolve the matter by restoring the property after an inadvertent violation of Fourth Amendment rights.

The agreed purchase price is \$9,500, with \$4,750 due immediately and the remaining balance to be paid at closing. Additionally, the City of West Branch will collaborate with Mr. Cassabaum to remove his unattached shed, which partially encroaches on the newly established right-of-way easement.

### RECOMENDATION:

Staff recommends approval and extends appreciation to Mr. Cassabaum, the City Council, Mayor Laughlin, and Councilperson Colton Miller for resolving this matter. Additionally, staff encourages continued collaboration with Mr. Cassabaum to assist with the demolition of the shed.

### BACKGROUND:

Many years ago, there were discussions between a previous council and the owner of 316 Beranek Drive, Lee Cassabaum, on two sections of land that are privately owned but serve a public purpose. Negotiations broke down as the property owner and city could not find a mutual agreement. The property owner has approached City Administrator Kofoed on several occasions where the land owner is willing to renegotiate.

At the April 15, 2024 City Council meeting, a discussion was held regarding property owned by Lee Cassabaum at 316 Beranek Drive. City Attorney Olson asked the Council for permission to have the property in question to be appraised and an offer made to Cassabaum and then he can decide the next steps. Kofoed said Cassabaum recently requested a shed in the right of way be taken down. Kofoed said the property is in the floodway and rebuilding would not be allowed. This has been a long-standing issue between the property owner and the city so Councilperson

Horihan asked the city have an honest negotiation with Cassabaum and a firm follow through to resolve the issue once and for all.

On May 6, 2024, Mr. Cassabaum attended the City Council meeting to address his concerns regarding property and drainage issues caused by the condition of the street over time. He mentioned the extensive history between him and the city on this matter, spanning multiple years and involving several city administrators and councils. Mr. Cassabaum requested a clear offer from the Council to resolve the situation, expressing his desire for a fair deal so he can move forward. City Attorney Olson briefed the current Council on past proposed offers to Mr. Cassabaum and suggested that a new offer be prepared and presented to the property owners, considering the city's evolving needs and budgetary conditions.

On May 30, 2024, Kofoed visited Cassabaum to explain the exact dimensions of the land the city intends to purchase. During the visit, Kofoed provided a packet containing the estimated land price calculations and advised that an independent appraisal would be in the best interest of both parties. Once the full appraisal is finalized, expected sometime after July, the council will convene to discuss and determine a fair offer.

On February 7, 2025, following an assessment, the property owner agreed to a total compensation of \$9,500 for the property along with assistance in removing the shed.

**RESOLUTION 2025-20**

**RESOLUTION APPROVING A PURCHASE AGREEMENT WITH LEE AND PATRICIA CASSABAUM FOR A PARCEL TO BE USED AS A PORTION OF BERANEK DRIVE.**

WHEREAS, the City discovered that a portion of the paved street named Beranek Drive was located on property owned by Lee and Patricia Cassabaum (“Cassabaum”); and

WHEREAS, in order to acquire the necessary right-of-way for the existing paved street, the City and Cassabaum have negotiated a purchase agreement whereby the City will purchase the property necessary for the street right-of-way and demolish a dilapidated structure near the parcel; and

WHEREAS, pursuant to the purchase agreement, the City will pay \$9,500 for the parcel; and

WHEREAS, it is now necessary for the City Council to approve the purchase agreement.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Council of the City of West Branch does hereby formally approve said purchase agreement with Duston Anderson.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute any and all documentation necessary to close this transaction.

Passed and approved this 18th day of February, 2025.

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Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, City Clerk

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT entered into by and between Lee R. Cassabaum and Patricia E. Cassabaum, husband and wife (hereafter collectively the "Seller"); and the City of West Branch, Iowa (hereinafter collectively the "Buyer").

1. **REAL ESTATE DESCRIPTION.** The Seller agrees to sell and the Buyer agrees to Purchase any and all claims that Seller has to the current paved street known as Beranek Drive, Iowa (the portion of current road located on Seller's property), the exact legal description to be taken from a plat of survey created by the Buyer (hereafter the "Property").
2. **PURCHASE PRICE.** The purchase price of the Property shall be \$9,500.00, payable at West Branch, Cedar County, Iowa, as follows:
  - a. \$4,750.00 earnest money to Seller upon execution of this Agreement.
  - b. Remaining balance of the Purchase Price to be paid at the Closing.
3. **DATE OF POSSESSION.** Upon execution of this Agreement and payment of the first payment outlined in Section (2)(a) above, the Seller shall grant the Buyer access to the Seller's property at 316 Beranek Drive for the purposes testing, surveying and demolishing the existing dilapidated structure at 316 Beranek Drive near the Property. At such time as the structure has been demolished, the debris removed and the ground is graded/seeded at the site of the former structure, this access shall cease. Possession shall then occur at the payment of the remaining balance to the Seller by the City.
4. **REAL ESTATE TAXES.** Buyer shall pay any unpaid real estate taxes payable in prior years and any and all real estate taxes and utilities that accrue during the term of this Agreement. Buyer shall pay the real estate transfer taxes and the Buyer shall pay the recording fees associated with this transaction.
5. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to the date of possession. Seller may, at his sole cost and expense, maintain insurance on the Property, but is not obliged to do so.
6. **USE OF PURCHASE PRICE.** At the time of closing, the Buyer shall pay, without setoff, all the remaining monies due to the Seller after deducting the payments referenced in Paragraph 2 above.
7. **ABSTRACT AND TITLE.** Buyer may cause an abstract of title to be delivered to Buyer for the Property which shall show marketable title to the Property in Seller in accordance with the Title Standards of the Iowa Bar Association. Seller shall, at its sole cost, immediately execute any additional documentation necessary to convey marketable title to Buyer.

8. **DEED.** Upon payment of the purchase price as outlined in Paragraph 2 above, and the demolition of the structure as outlined in Section 3 above, Seller shall convey the Property to Buyer by Warranty Deed, free and clear of all liens, restrictions, and encumbrances.

9. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

**10. REMEDIES OF THE PARTIES.**

- a. If Buyer fails to perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited, at Seller's option, upon thirty days written notice of intention to accelerate the entire balance because of such failure (during which thirty days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter, this contract may be foreclosed in equity and the Court may appoint a receiver.
- b. If Seller fails to perform its obligations under this contract, Buyer shall have the right to have all payments made returned to them.
- c. Seller and Buyer also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain a judgment for costs and attorneys fees as permitted by law.

11. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.

12. **ASSIGNMENT.** Either party may assign this Purchase Agreement by giving written notice of said assignment to the other party.

13. **CONSTRUCTION.** Words and phrased shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

14. **CERTIFICATION.** Seller and Buyer each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.

15. **TESTING/SURVEY.** The Seller expressly agrees, that upon 24-hour notice to the Seller by the Buyer, to allow access onto and into the Property for the purpose of testing and surveying said Property.

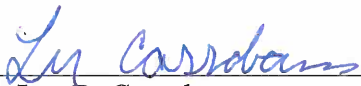
16. **CITY COUNCIL APPROVAL REQUIRED.** Both parties expressly agree that this Agreement is not binding upon the City until such time as approved by the West Branch City Council.

17. **TIME OF ACCEPTANCE.** The Seller shall have until 4:00 p.m. on Friday, February 7, 2025 at 4:00 p.m., to accept this Offer by the City or this Agreement shall become null and void.

**City of West Branch, Iowa:**

By:   
Adam Kofoed, City Administrator

ACCEPTED on this 7 day of February, 2025.

By:   
Lee R. Cassabaum

By:   
Patricia E. Cassabaum







## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> <b>Resolution 2025-21</b> – Approving an easement encroachment agreement for lots 2 through 13, Heritage Hill, Part Two West Branch, Iowa.
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<b>PREPARED BY:</b> Adam Kofoed, City Administrator
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<b>DATE:</b> February 13, 2025
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### **BACKGROUND:**

In November, 2024 BBCO development requested an overhang or encroachment agreement with the city. After evaluation and consultation with city council, City Administrator Adam Kofoed signed a letter on November 14, 2024, allowing an overhang exception expressing council support.

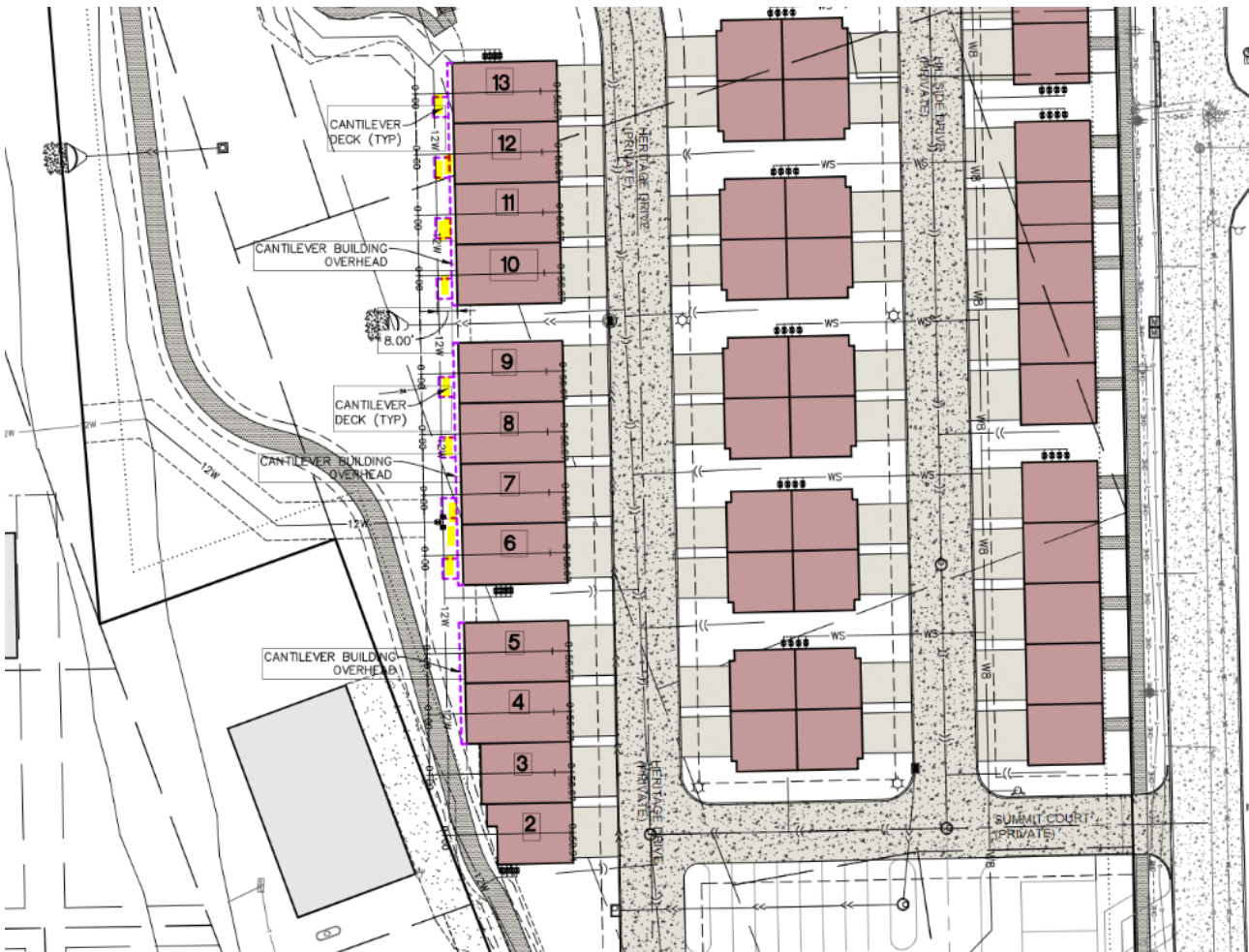
*Both Mayor Laughlin and Councilperson Miller have expressed their support for allowing this overhang, recognizing the importance of flexibility in developing this challenging site. They acknowledge that while an overhang of this size could potentially make future repairs to the water line more complex, the depth of the line at only five feet minimizes the anticipated difficulty. This manageable depth provides an additional level of assurance that necessary repairs can still be conducted without excessive complication.*

### **RECOMMENDATION**

Approve. The intent of a planned unit development (PUD) is to provide adaptable solutions for areas with unique development challenges. In addition, Mayor Laughlin and Councilperson Colton Miller approved.

All agreements must be approved and signed by the city council. Therefore, the City Administrator cannot sign this agreement and must be approved at a council meeting.





(Encroachment area is in yellow)

**RESOLUTION 2025-21**

**RESOLUTION APPROVING AN EASEMENT ENCROACHMENT  
AGREEMENT FOR LOTS 2 THROUGH 13, HERITAGE HILL, PART TWO,  
WEST BRANCH, IOWA.**

WHEREAS, Lots 2 through 13, Heritage Hill, Part Two, are encumbered by a water main easement; and

WHEREAS, the Developer, BBCO, LLC, has approached the City about encroaching in the easement by having overhangs within the easement; and

WHEREAS, the City Attorney has drafted an Easement Encroachment Agreement that requires approval of the City Council.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the aforementioned Easement Encroachment Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the agreement on behalf of the City.

Passed and approved this 18<sup>th</sup> day of February, 2025.

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Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, City Clerk

Prepared by and return to: Kevin D. Olson, City Attorney, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319) 351-2277.

## EASEMENT ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between **BBCO, LLC**, , Iowa 52240, hereinafter referred to as "OWNER," and the **City of West Branch, Iowa**, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52338, hereinafter referred to as "CITY."

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

1. THAT OWNER is the owner of Lots 2 through 13 (inclusive), Heritage Hill, Part Two, West Branch, Iowa (the "Property").
2. That CITY has a public water main easement that encumbers the Property (the "City Easement"), said City Easement shown on the Plat of Heritage Hill, Part Two, West Branch, Iowa.
3. That OWNER shall have the right to construct overhangs on the buildings on the Property, said overhangs as shown on Exhibit "A" attached hereto which encroach into the City Easement,
4. That OWNER shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Installation in the Easement Area.
5. That OWNER 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 the CITY.
6. That CITY 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 the rights granted in this easement.
7. That OWNER 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.

8. In the event that CITY desires to replace, repair or install any other public improvement in or near the City Easement, the OWNER expressly agrees that it will provide access to the Property at no cost to the CITY to enable the CITY to make the necessary repairs.
9. That OWNER shall indemnify, defend and hold the CITY harmless against any loss or damage which may occur in the exercise of the encroachment rights by the OWNER.
10. That 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. This Agreement shall be recorded at the time of its execution with the understanding that GRANTOR has complete and absolute sole ownership, use and control of the Installation to be located in the perpetual easement area.
11. That this written Easement Encroachment Agreement constitutes the entire agreement between OWNER and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.
13. All costs of recording this Easement Agreement shall be borne by the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**OWNER:**

  
\_\_\_\_\_  
Robert B. Thomas, Manager

\_\_\_\_\_  
Barry Frantz, Manager

**CITY OF WEST BRANCH:**

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

**ATTEST:**

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

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025, by Roger Laughlin and Leslie Brick, as Mayor and City Clerk respectively of the City of West Branch, Iowa.

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

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

This instrument was acknowledged on this 13<sup>th</sup> day of February, 2025 by Robert B. Thomas, as Manager of BBCO, LLC.



Leslie Brick  
\_\_\_\_\_  
Notary Public

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ < 2025, by Barry Frantz as Manager of BBCO, LLC.

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









0 4 10 20 30 40  
GRAPHIC SCALE IN FEET  
1"=40'

**STANDARD LEGEND AND NOTES**

- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- EXISTING RIGHT-OF-WAY LINES
- CENTER LINES
- EXISTING CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- PROPOSED EASEMENT LINES
- EXISTING EASEMENT LINES
- BENCHMARK
- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER
- (R)
- EXIST- 22-1
- PROP- 22-1
- POWER POLE
- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- GUY POLE
- LIGHT POLE
- SANITARY MANHOLE
- FIRE HYDRANT
- WATER VALVE
- DRAINAGE MANHOLE
- CURB INLET
- FENCE LINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- WATER LINES
- ELECTRICAL LINES
- TELEPHONE LINES
- GAS LINES
- CONTOUR LINES (1' INTERVAL)
- PROPOSED GROUND
- EXISTING TREE LINE
- EXISTING DECIDUOUS TREE & SHRUB
- EXISTING EVERGREEN TREES & SHRUBS

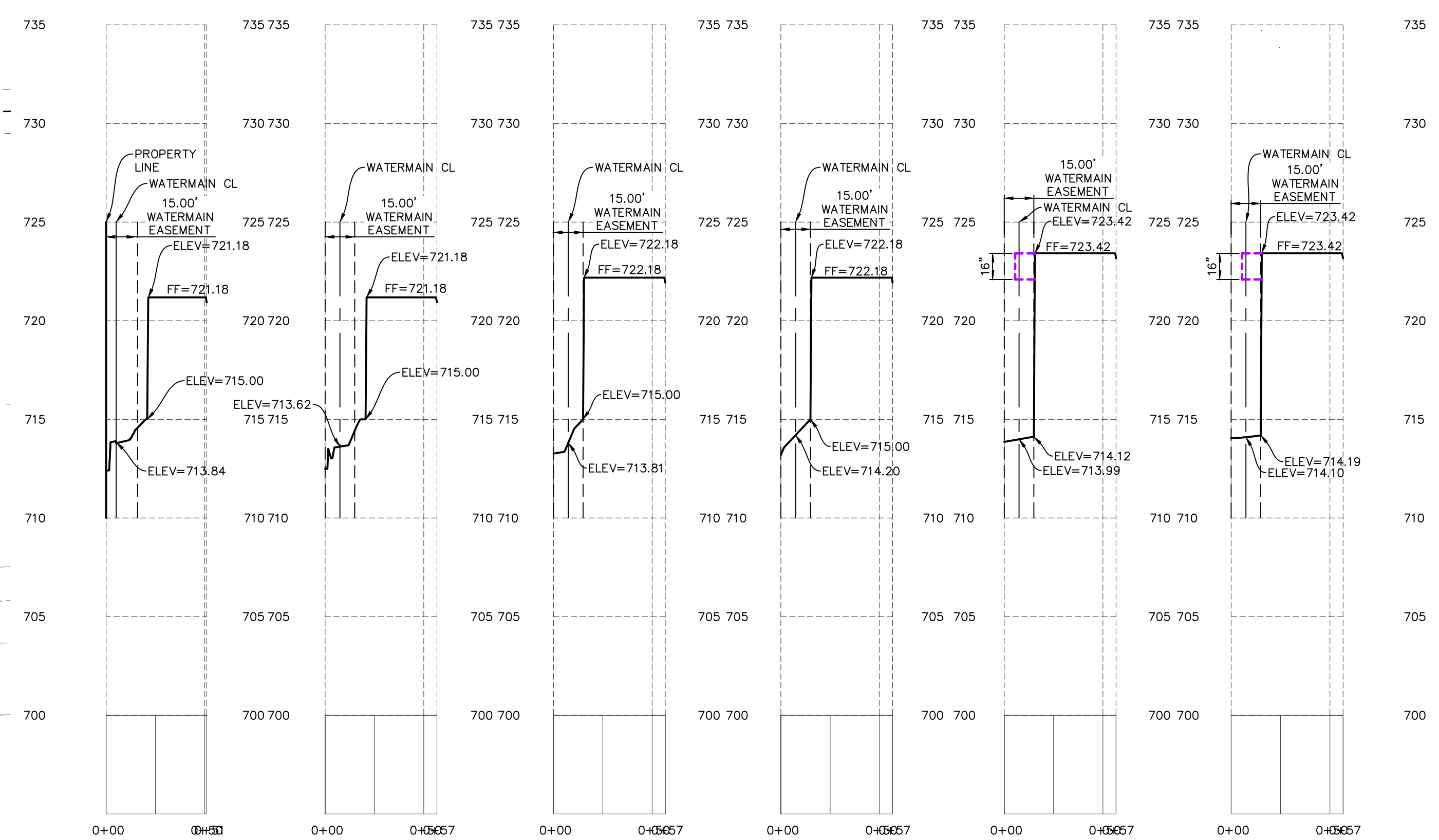
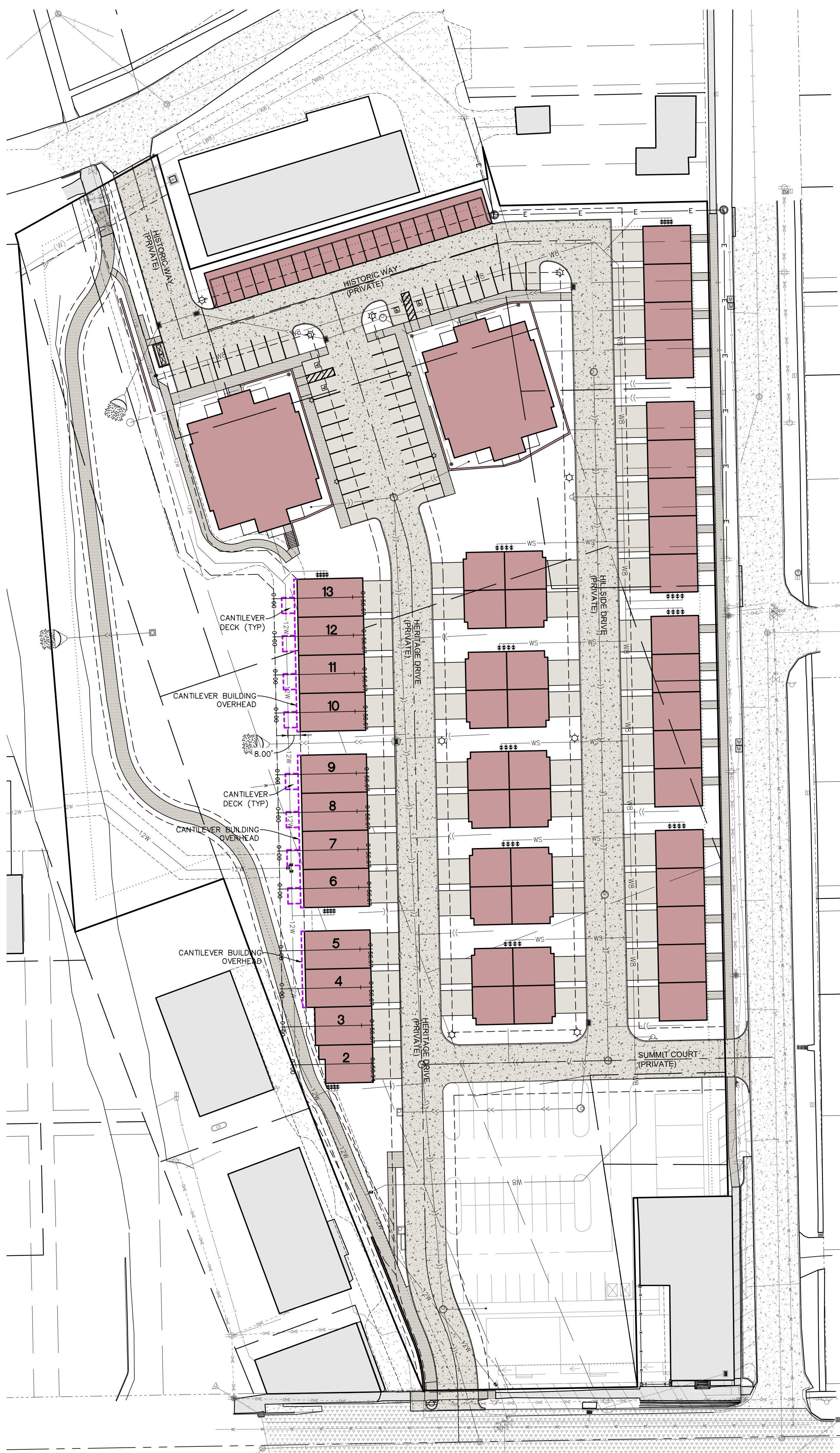
THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.



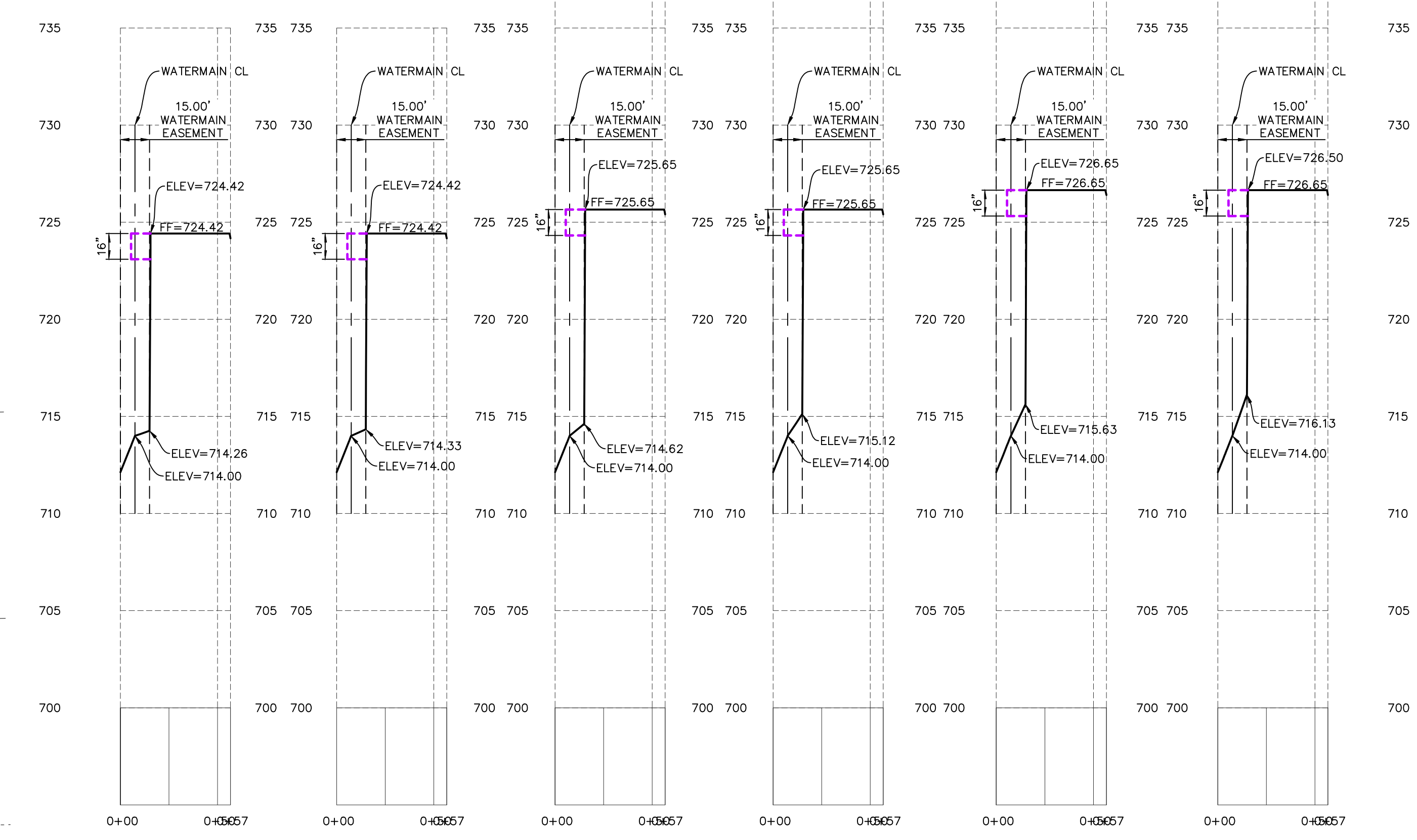
**CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS**

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 351-8282  
[www.mmsconsultants.net](http://www.mmsconsultants.net)

Date	Revision
8/24/22	INTERNAL REVIEW - KJC
9/01/22	INTERNAL REVIEW - KJC
9/13/22	BASIN REVISION - KJC
11/18/22	STREET NAMES AND EASEMENTS - TAV
3/20/23	REVIEW REVISIONS - LSS
7/26/24	REVIEW REVISIONS - ADP
8/28/24	PER CITY COMMENTS - HEH
9/27/24	PER CITY COMMENTS - ADP



LOT 2      LOT 3      LOT 4      LOT 5      LOT 6      LOT 7



LOT 8      LOT 9      LOT 10      LOT 11      LOT 12      LOT 13

**SITE ELEVATION EXHIBIT**

**HERITAGE HILL, LOT 1**  
WEST BRANCH, CEDAR COUNTY, IOWA

MMS CONSULTANTS, INC.	
Date:	08-04-22
Designed by:	KLC
Field Book No.:	1343, PG 39
Drawn by:	TAV
Scale:	1"=40'
Checked by:	KJB
Sheet No.:	
Project No.:	





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	February 18, 2025
<b>AGENDA ITEM:</b>	<b>Resolution 2025-22</b> – Setting a Public Hearing on the plans, specifications, estimate of cost and form of contract; ordering bids and directing notice of the same; all for the Cedar-Johnson Road Reconstruction Project.
<b>PREPARED BY:</b>	Adam Kofoed, City Administrator
<b>DATE:</b>	February 14, 2025

### BACKGROUND:

The City Council directed Veenstra & Kimm to plan for and design the reconstruction of Cedar-Johnson Road to further encourage development on the west side of town.

Veenstra & Kimm has now completed those plans and has provided the following schedule for bidding the project.

### SCHEDULE FOR: CEDAR JOHNSON ROAD RECONSTRUCTION WEST BRANCH, IOWA

February 18, 2025: Set Public Hearing Date and Bid Date  
February 21, 2025: Plans and Specifications Available  
February 21, 2025: Post Notice to Bidders  
March 3, 2025: Publish Notice of Public Hearing (week of)  
March 13, 2025: Receive Bids for Project  
March 17, 2025: Public Hearing & Award Contract  
April 1, 2025: Notice to Proceed  
November 21, 2025: Final Completion

**RESOLUTION 2025-22**

**RESOLUTION SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT; ORDERING BIDS AND DIRECTING NOTICE OF THE SAME; ALL FOR THE CEDAR-JOHNSON ROAD RECONSTRUCTION PROJECT.**

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable make certain improvements to Cedar-Johnson Road (the “Project”); and

WHEREAS, accordingly, the City Council, did heretofore direct the preparation of detailed plans, specifications, estimate of cost and form of contract for said proposed Project; and

WHEREAS, the aforementioned plans, specifications, estimate of cost and form of contract for the proposed project were thereafter filed with the City Clerk for Council review and public inspection; and

WHEREAS, it is now necessary to set a date for a public hearing on said plans, specifications, estimate of cost and form of contract as required by law; and

WHEREAS it is also necessary to set a date for the receiving on bids on the aforementioned project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that a public hearing on the plans, specifications, estimate of cost and form of contract shall be set for 7:00 p.m. on Monday, March 17, 2025, in the Council Chambers at 110 N. Poplar Street. Further, the City Clerk is further directed to publish notice of said bid letting as required by law.

BE IT FURTHER RESOLVED that sealed bids for the Project will be accepted by the City until 2:00 p.m. on the 13th day of March, 2025, at 110 N. Poplar Street, West Branch, Iowa. Bid security for the aforementioned bids is set at 5% of the bid.

Passed and approved this 18<sup>th</sup> day of February, 2025.

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

ATTEST:

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

**SCHEDULE**

**FOR**

***CEDAR JOHNSON ROAD RECONSTRUCTION***

***WEST BRANCH, IOWA***

February 18, 2025:	Set Public Hearing Date and Bid Date
February 21, 2025:	Plans and Specifications Available
February 21, 2025:	Post Notice to Bidders
March 3, 2025:	Publish Notice of Public Hearing (week of)
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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 18, 2025
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<b>AGENDA ITEM:</b> <b>Discussion</b> - LMI survey City Council on what type of program to implement
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<b>PREPARED BY:</b> Adam Kofoed, City Administrator
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<b>DATE:</b> February 12, 2025
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### **BACKGROUND:**

As the city of West Branch begins to discuss low to moderate income housing opportunities, East Central Intergovernmental Association has a few discussion questions for council to consider.

1. What are the eligibility criteria for properties; income, owner occupied vs. rental, current on property tax, have property insurance etc.?
2. How much do you want to spend per project?
3. What repairs to focus on exterior/interior or most needed repairs
4. Will contractors need provide bid security, show proof of insurance, bonded, etc.?
5. When will contractors be paid, partial payment as work is completed or lump sum when all work completed (this will deter contractors from bidding) and how quickly will they get the check
6. What will the process be for getting payments, will council need to approve all payments at a regular council meeting (this makes for a longer payment process that may deter some contractors from bidding)