



CITY COUNCIL MEETING
MONDAY, JUNE 2, 2025 - 7:00 P.M.
CITY COUNCIL CHAMBERS
110 N. POPLAR ST., WEST BRANCH, IOWA

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

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

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda. /Move to action. *(This is the time to approve the agenda as presented or amend the agenda (such as tabling items). Amendments or changes to the agenda require a motion, second and a full council vote.*
6. Approve Consent Agenda/Move to action.
 - a. Approve minutes from the May 19, 2025 City Council meeting.
 - b. Approve the appointment of Christine Humrichouse to the Library Board of Trustees, term expiration June 30, 2028.
 - c. Approve a Class B Retail Alcohol License for Parkside BP, 401 Parkside Drive, West Branch.
 - d. Approve a Class E Retail Alcohol License for Maverik 5079 (formerly Kum & Go #254), 620 S. Downey St., West Branch.
 - e. Approve an Iowa Retail Cigarette/Tobacco/Nicotine/Vapor permit for FY26 – Update for Kum & Go #254 rebranding to Maverik 5079.
 - f. Approve a 5-day Class C Retail Alcohol license, with outdoor service for Hazelhasky LLC (dba Herb & Lou's) for June 14, 2025 (in conjunction with Summer Kickoff 2025)
 - g. Approve a Special Event Permit for Hoover's Hometown Days 2025 (includes temporary street closures)
 - h. Approve a Special Class C Retail Alcohol (BW), 5-day license for the West Branch Firefighters Inc. (in conjunction with Hoover's Hometown Days 2025).
 - i. Approve the Monthly Financial Report for April 2025.
 - j. Approve Claims for June 2, 2025.
7. Presentations/Communications/Open Forum
8. Public Hearings/Non-Consent Agenda
 - a. **Public Hearing** – Regarding the Proposed Amendment No. 8 to the Amended and Restated West Branch Urban Renewal Plan.
 - b. **Public Hearing** – on the proposed Amendment to Chapter 165 of the West Branch Code of Ordinance.
 - c. **Second Reading Ordinance 828** – Amending Chapter 18 – City Clerk. / Move to action.
 - d. **First Reading Ordinance 829** - Amending Chapter 165 of the Code of Ordinances by incorporating Residential Livability Flexible Front Yard Allowances. / Move to action.

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 • **Fire Chief** Kevin Stoolman
• **Police Chief** Greg Hall • **Public Works Director** Matt Goodale • **Library Director** Jessica Schafer
Parks & Recreation Director Erin Laughlin

- e. **First Reading Ordinance 830** - Amending Chapter 41 of the Code of Ordinances Regarding Fireworks. / Move to action.
 - f. **Resolution 2025-58** - Setting salaries for appointed officials and employees of the City of West Branch, Iowa for Fiscal Year 2026. / Move to action.
 - g. **Resolution 2025-59** - Approving the annual maintenance agreement for Information Technology support with Mainstay Systems of Iowa LLC. / Move to action.
 - h. **Resolution 2025-60** - Approving the annual subscription agreement with Tyler Technologies, Inc. in the amount of \$24,148.41. / Move to action.
 - i. **Resolution 2025-61** – Approving an Agreement for solid waste and recycling collection services with Lakeshore Recycling Services LLC. / Move to action.
 - j. **Resolution 2025-62** – Resolution Awarding General Obligation Corporate Purpose Bonds, Series 2025. / Move to action.
 - k. **Resolution 2025-63** – Approving and Adopting Amendment No. 8 to the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area. / Move to action.
 - l. **Resolution 2025-64** – Approving the Revised Site Plan for Lot 9 Parkside Hills-Fourth Addition, West Branch, Iowa. / Move to action.
 - m. **Resolution 2025-65** – Approving the Final Plat of Parkside Hills – Fourth Addition, West Branch, Cedar County, Iowa. /Move to action.
 - n. **Resolution 2025-66** - Approving an Engineering Services Agreement with Calhoun-Burns and Associates for 2025 Bridge Inspection and Load Rating. / Move to action.
- 9. City Administrator Report
 - 10. City Attorney Report
 - 11. City Engineer Report
 - 12. City Staff Reports
 - 13. Comments from Mayor and Council Members
 - 14. Motion to adjourn.

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

**May 19, 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; Tom Dean, Colton Miller, Mike Horihan, 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 Finance Officer Heidi Van Auken.

APPROVE THE AGENDA

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

APPROVE CONSENT AGENDA

Approve minutes from the May 5, 2025 City Council meeting.

Approve the Iowa Retail Cigarette/Tobacco/Nicotine/Vapor permits for FY26.

Approve a 5-day Class C Retail Alcohol license, with outdoor service for The Down Under for June 14, 2025 (in conjunction with Summer Kickoff 2025)

Approve Claims for May 19, 2025.

EXPENDITURES		5/19/2025	
AMAZON.COM	SUPPLIES, BOOKS, SNACKS-LIB	227.49	
ARNOLD MOTOR SUPPLY	TIRE GAGE - PW	36.51	
BAKER & TAYLOR	BOOKS	217.78	
CAPITAL ONE	VARIOUS ITEMS - LIBRARY	126.08	
CEDAR COUNTY RECORDER	RECORDING FEES	356.00	
ELITE HOLDING COMPANY	YOUTH BALL SHIRTS	1,146.00	
FRED'S FEED & SUPPLY	FIELD PAINT	414.00	
HOTSY CLEANING SYSTEMS	SOAP FOR TRUCK - PW	241.30	
KANOPY	ON DEMAND VIDEO SERVICE	71.00	
KOFOED, ADAM	TRAVEL REIMB-ECIA, IMMI	171.40	
LRS HOLDINGS	TRASH & RECYCLING APRIL 2025	18,870.50	
MENARDS	CUBBY FIELD EDGING. FENCE REPAIR	585.50	
MOPPY MO'S	JANITORIAL SERVICES	1,207.50	
OVERDRIVE INC	DIGITAL & AUDIO BOOKS	619.20	
PACHECO, HUGO VINICIO	INTERIOR PAINTING-LIBRARY	2,250.00	
PROTECT YOUTH SPORTS	BACKGROUND CHECKS-P&R	351.00	
PYRAMID SERVICES	MOWER PARTS-PW	2,084.70	
SHIELD TECHNOLOGY	SOFTWARE MAINTENANCE-PD	1,700.00	
STATE HYGIENIC LAB	LAB ANALYSIS	1,981.50	
THE HOME DEPOT PRO	PARK BLDG SUPPLIES	183.68	
UNIVERSITY OF IOWA HEALTH	DOT PHYSICALS-PW	408.00	
VEENSTRA & KIMM	VARIOUS PROJECTS	21,841.28	
WEST BRANCH TIMES	SUBSCRIPTION-LIBRARY	38.00	
WHITE CAP	SAFETY EQUIPMENT-PW	235.64	
TOTAL		55,364.06	
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS		5/9/2025	57,909.36
PAID BETWEEN MEETINGS			
IOWA ONE CALL	UTILITY LOCATION SERVICE	86.40	
KIESLER POLICE SUPPLY	AMMUNITION	1,013.90	
LEAF CAPITAL FUNDING	COPIER LEASE-LIBRARY	142.02	
OFFICE OF AUDITOR	AUDIT FY23 FILING FEE	200.00	
PANTHER UNIFORMS	UNIFORMS-POLICE	339.88	
WB COMMUNITY SCHOOLS	NEWSPAPER AD-LIBRARY	75.00	
WEX BANK	VEHICLE FUEL	1,254.71	

SISCO	HEALTH CLAIMS 5/5/2025	120.87
VARIOUS VENDORS	UB REFUNDS	274.00
AMAZON.COM	SUPPLIES, COMPUTER, BOOKS-LIB	1,484.10
AT&T MOBILITY	WIRELESS SERVICE	210.04
BROWN'S WEST BRANCH	VEHICLE REPAIR-PD	421.50
EO JOHNSON	COPIER MAINTENANCE-CITY	136.13
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,510.26
LYNCH'S PLUMBING	CUBBY BATHROOM SINK REPAIR	1,084.50
PIP PRINTING	BLDG INSPECTION FORMS	181.53
STOREY KENWORTHY	RECEIPT BOOKS	294.00
VERIZON WIRELESS	VERIZON WIRELESS	454.71
TOTAL		9,283.55
GRAND TOTAL EXPENDITURES		122,556.97
FUND TOTALS		
001 GENERAL FUND	57,806.04	
022 CIVIC CENTER	420.00	
031 LIBRARY	10,183.07	
110 ROAD USE TAX	6,675.55	
112 TRUST AND AGENCY	10,091.00	
321 WIDENING WAPSI CREEK	2,889.00	
330 EASTSIDE WATER MAIN PH2	334.40	
331 CEDAR JOHNSON RD RECONS	16,838.88	
600 WATER FUND	7,678.19	
610 SEWER FUND	9,105.66	
740 STORM WATER UTILITY	535.18	
GRAND FUND TOTAL	122,556.97	

Miller asked if a site sketch was submitted for the Down Under's alcohol permit for Summer Kick-off. Brick said a service area sketch was submitted with the Special Event permit that the Council approved at their May 5th meeting. There were no other questions.

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM - NONE

PUBLIC HEARING / NON-CONSENT AGENDA

Third Reading Ordinance 826 – Amending Chapter 105 – Solid Waste Control. / Move to action.

ORDINANCE NO. 826

AN ORDINANCE AMENDING CHAPTER 105 - SOLID WASTE CONTROL

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

- Amendment. Section 105.06 of the Code of Ordinances is hereby amended by replacing "wood pile" with "yard waste site."
105.06 SEPARATION OF YARD WASTE REQUIRED. All yard waste shall be separated by the owner or occupant from all other solid waste accumulated on the premises and shall be composted on the premises, placed in biodegradable bags and set out at curbside for collection by the City or hauled to the City yard waste site.
- Amendment. Section 105.09 is hereby amended by deleting it in its entirety and replacing it with the following:
105.09 WASTE STORAGE CONTAINERS. Waste storage containers shall comply with the following specifications and shall be provided by the City or its contracted hauling contractor:
 - Residential. Residential waste and recycling containers shall be provided by the City's contracted hauler. All containers shall be maintained to be leakproof and waterproof by the property owner or tenant. Residents may also set out for pickup single use collection bags affixed with an appropriate tag and placed on the top of the waste container.
- Amendment. Section 105 of the Code of Ordinances is hereby amended by adding a new Subsection 105.12, which reads as follows:
105.12 CITY YARD WASTE SITE. The designated City yard waste site will be governed by all signage at said facilities as the following restrictions:
 - City waste site is for City residents only. No commercial waste from contractors unless prior consent is given by the Public Works Director.
 - Disposal of leaves, yard brush, and grass clippings are the only allowed materials. Tree branches must be smaller than eighteen (18) inches in diameter. Tree stumps are not allowed. (105.02(16))
 - Yard waste in biodegradable bags are allowed. No plastic bags are allowed.
 - Disposal of items other than grass clippings, yard brush, or leaves at the City yard waste site may be cited for littering under this chapter or any other applicable City ordinance.
 - Any non-resident of the City depositing any materials at the City yard waste site may also be subject to citation for littering under this chapter or any other applicable City ordinance. This includes any commercial company with tree debris.
 - Penalties for improper disposal of items that are not yard waste is:
 - First Offense: \$250.00
 - Second Offense: \$500.00

c. Third (and subsequent) Offense: \$750.00

4. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.
5. Adjudication. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
6. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved on the 19th day of May, 2025.

First Reading: April 21, 2025

Second Reading: May 5, 2025

Third Reading: May 19, 2025

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

Motion by Sexton, second by Horihan to approve the third reading of Ordinance 826. AYES: Sexton, Horihan, Miller, Dean, Stoolman. NAYS: None. Motion carried.

Third Reading Ordinance 827 – Amending Chapter 106 – Collection of Solid Waste. / Move to action.

ORDINANCE NO. 827

AN ORDINANCE AMENDING CHAPTER 106 - COLLECTION OF SOLID WASTE

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

1. Amendment. Section 106.08 is hereby amended by deleting it in its entirety and replacing it with the following:
106.08 COLLECTION FEES. The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees for the same, in accordance with the following:
(Goreham vs. Des Moines, 1970, 179 NW 2nd, 449 [Iowa 1970])
 1. Schedule of Fees. The fees for solid waste collection and disposal service used are available and are on file at City Hall.
2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.
3. Adjudication. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved on the 19th day of May, 2025.

First Reading: April 21, 2025

Second Reading: May 5, 2025

Third Reading: May 19, 2025

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

Motion by Dean, second by Miller to approve the third reading of Ordinance 827. AYES: Dean, Miller, Horihan, Stoolman, Sexton. NAYS: None. Motion carried.

First Reading Ordinance 828 – Amending Chapter 18 – City Clerk. / Move to action.

Brick explained that during the creation of the city clerk job description, the city administrator and finance officer job descriptions were also reviewed and then checked against the City Code for uniformity. Chapter 18 - City Clerk was found to lack a “compensation” section as the other two chapters and states that the City Administrator is the “ex officio City Clerk”. The Council split the City Administrator and City Clerk role in 2021 but never updated the Code. This update clarifies the roles and provide consistency between the three functions.

Motion by Dean, second by Horihan to approve the first reading of Ordinance 828. AYES: Dean, Horihan, Sexton, Miller, Stoolman. NAYS: None. Motion carried.

Resolution 2025-56 – Setting date for the sale of General Obligation Corporate Purpose Bonds, Series 2025 and authorizing the use of a preliminary official statement in connection therewith. / Move to action.

There were no comments.

Motion by Miller, second by Dean to approve Resolution 2025-56. AYES: Miller, Dean, Horihan, Sexton, Stoolman. NAYS: None. Motion carried.

Resolution 2025-57 - Approving Financial Support of Hoover's Hometown Days 2025 in the amount of \$10,000. / Move to action.

Laughlin said he supports giving Main Street West Branch the five thousand dollars they are requesting to be a "premier" sponsor for the event. Miller said he had a discussion with Kofoed and felt the City should donate the same amount to the fire department as they also contribute a lot to the event and provide their own volunteers. The other members were in agreement. Laughlin directed the Clerk to revise the proposed resolution to donate five thousand to each organization and Miller added that he would like the City Administrator to include this as a budgeted expense during future budget work sessions.

Motion by Miller, second by Dean to approve Resolution 2025-57. AYES: Miller, Dean, Stoolman, Horihan, Sexton. NAYS: None. Motion carried.

Discussion – GO Bond Series 2025 excess funds distribution

Dean stated that he felt that the bond proceeds should only be used for what the bond was intended for, Cedar-Johnson Road and West Main Street. Miller replied with "maybe we shouldn't borrow so much then" but countered if there were any items on the list that was "costing" the City more money while they are not being addressed. Goodale said his number one project is West Main Street and would like to use any remaining bond money on that. Goodale said his number two project is tree clearing on a plot of land that will be donated to the city by Lark Land (formerly KLM Investments as part of Meadows Part 4). Goodale said that many of the trees on the land tract will cause future homeowner's issues, which in turn will cost the city. Sexton urged staff to address the issue with the developer before the city accepts the property. Laughlin said that he would address the issue with the developer as there is a conflict with the City Administrator. After a bit more discussion, the Council agreed with Dean/Goodale's ideas to use any remaining bond proceeds to improve West Main Street.

CITY ADMINISTRATOR REPORT

Kofoed asked the Council to consider hiring V&K to do a feasibility study on what it would take (infrastructure wise) for growth on the west side. Kofoed said in the past few years there has been some interest but the city is not in a position to know what it will take growth to happen. Kofoed said expects the engineer's study could cost the city upwards of twenty-five thousand dollars. Kofoed said the project could be covered by a combination of building permit fees, water and sewer funds. The Council was agreeable with the suggestion.

CITY ATTORNEY REPORT

Olson said that new legislation that goes into effect on July 1st will require the City Code to be updated with regard to fireworks and accessory dwelling units.

CITY ENGINEER REPORT

Schechinger reported on the status of Meadows Part 6, Cedar-Johnson Road start date would begin mid-week, Wapsi Creek final stages working with FEMA and upcoming ramps closures at West Branch.

STAFF REPORTS

Schafer informed the Council that the summer library program sign-up starts next week, with programs starting the following week. Schafer encouraged everyone to sign up as there is something for all age groups.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Laughlin encouraged everyone to attend Summer Kickoff happening in mid-June. Sexton asked about the status of the concession stand at Cubby Park. Kofoed said he would discuss the matter in private with him.

ADJOURNMENT

Motion to adjourn by Dean, second by Miller. Motion carried on a voice vote. City Council meeting adjourned at 7:37 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



Advisory Board/Commission
Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of West Branch.

When a vacancy occurs, an announcement of that vacancy will be posted. No sooner than two weeks later the Mayor and City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Board or Commission Public Library Board Today's Date 7-7-25

(Please print)

Name: Christine Humrichouse Address: 218 N. Downey St.

Phone: (home) cell Phone: (cell) [REDACTED]

Email: Christine@homeforthewildsoul.com

Do you live within the corporate city limits of West Branch? ☒ Yes ☐ No

How long have you been a resident of West Branch? 27 years + 4 in Springdale

Occupation: pastor Employer: WB Friends Church

Optional Questions (use the back if necessary)

What experience and/or skills do you have that might qualify you to serve on this board / commission?

Over 27 years, I have served 4 churches with responsibility for: church libraries; educational programming for all ages; outreach, communications & building oversight.

What contributions do you feel you can make to this board / commission?

I bring a passion for the essential place of public libraries in our society; a commitment to serving the community; as well as skills in communication/promotion.

Thank you for your interest! We will contact you after your application has been reviewed.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Approve a Class B Retail Alcohol License for Parkside BP, 401 Parkside Drive, West Branch.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 26, 2025
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BACKGROUND:

Approve a Class B Retail Alcohol License for Parkside BP, 401 Parkside Drive, West Branch.

Renewal effective June 19, 2025 to June 18, 2026.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Approve a Class E Retail Alcohol License for Maverik 5079 (Kum & Go #254), 620 S. Downey St., West Branch.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 26, 2025
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BACKGROUND:

The City was informed that Maverik purchased Kum & Go in August 2023. The acquisition was completed by [FJ Management](#), the parent company of Maverik. As a result of the deal, Maverik's footprint expanded to over 800 stores in 20 states.

Approve a Class E Retail Alcohol License for Maverik 5079 (Kum & Go #254), 620 S. Downey St., West Branch.

Renewal effective July 1, 2025 to June 30, 2026.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Approve an Iowa Retail Cigarette/Tobacco/Nicotine/Vapor permit for FY26 – Update for Kum & Go #254 rebranding to Maverik 5079
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 22, 2025
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BACKGROUND:

The City was informed that Maverik purchased Kum & Go in August 2023. The acquisition was completed by [FJ Management](#), the parent company of Maverik. As a result of the deal, Maverik's footprint expanded to over 800 stores in 20 states.

The Kum & Go located at 620 S. Downey Street, will go through the re-branding process (both interior and exterior) later this summer. As a result of this change, Maverik will need to have the Cigarette/Tobacco/Nicotine/Vapor permit in their new name effective July 1, 2025.

Maverik 5079 – 620 S. Downey St., West Branch, Iowa
Permit #10WBFY26
Effective July 1, 2025 to June 30, 2026.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Approve a 5-day Class C Retail Alcohol license, with outdoor service for Hazelhasky LLC (dba Herb & Lou's) for June 14, 2025 (in conjunction with Summer Kickoff 2025)
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 27, 2025
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BACKGROUND:

Approve a 5-day Class C Retail Alcohol License, with outdoor service for Hazelhasky LLC (dba Herb & Lou's) for Summer Kickoff 2025 on Saturday, June 14, 2025, 2:00 p.m. to midnight.

Beer sales will be held in front of Herb & Lou's, 105 N. Downey Street (in the street closure area).



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Approve a Special Event Permit for Hoover's Hometown Days 2025 (includes temporary street closures – Exhibit A).
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 27, 2025
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BACKGROUND:

Hoover's Hometown Days is scheduled for August 8th and 9th, 2025.

This year's event will move Hoover-Ball to the Gazebo on the Green in the center of town and inflatables and kids' activities will be located on East Main Street between N. 1st Street and the fire station parking lot, (the parade route remains unchanged.)

The event will kick-off on Friday, August 8th at 4:00 p.m. with youth Hoover-Ball and evening activities, along with music and beer tent at the West Branch Fire Station. A full calendar of events is included in this packet for the remainder of the weekend.



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 form may be required. 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. The event is reasonably likely to 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. The event will be unreasonably and substantially interrupt the safe and orderly movement of pedestrians and vehicular traffic in the area;
3. The proposed location is adequate for the size and nature of the event;
4. The event does not unreasonably interfere with the intended use of the area;
5. The Applicant's apparent ability to execute the event;
6. The Applicant's apparent ability to obtain the appropriate insurance (if applicable);
7. The event unreasonably conflicts with other scheduled special events in the community;
8. Approvals by other governing agencies; and
9. All permit requirements have 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.

FOR CITY OFFICE USE:

Approved by _____ Date of Approval _____

West Branch Administration LB West Branch Fire Department KLS West Branch Police Department GH

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

Other _____ Other _____

Notes: _____



Special Event Permit Application

Event Title/Name: Hoover's Hometown Days

Event Organization: HHTD Committee / Main Street West Branch Phone: 3196437100

Organization Address: 127 W Main St, PO Box 768 Tax ID #: 203304311

City: West Branch State: IA Zip Code: 52358

Event Website: hooverdays.org Event Email: hooverdayswb@gmail.com

Event Coordinator Name and Title: Jessi Simon, MSWB Executive Director

Event Coordinator Email: mainstreetwestbranch@gmail.com

Event Coordinator Cell Number: 319-530-2985

Event Coordinator Address: 127 W Main St

City: West Branch State: IA Zip Code: 52358

Description of Event: Hoover's Hometown Days is an annual festival for residents and visitors that comb
heritage of West Branch, Iowa, hometown of Herbert Hoover, while supporting and celebrating our thr

Requested Location(s) -All city facilities will also need to be reserved using the Facility Request Form. If there is a request to shut down a street, a traffic control plan including detour route drawing needs to be submitted.

Town Hall (Thursday-Sunday), Heritage Square (Fri/Sat), Mural Lot, Street Closure Map attached.

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)
Thursday, Aug 7th at 9am	Friday, Aug 8th @ 4pm	Sat, Aug 9th @ 10pm	Mon, Aug 11th by 5pm

Maximum Number of Participants: 5000 Maximum Number of Vehicles: 200

Will there be an admission fee? No What is the admission fee? N/A

Will food be sold? Yes Organizers are responsible for making sure vendors have secured the appropriate permits.

Will alcohol be permitted or sold? Yes 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. Yes, all agencies have been contacted. NPS permit is also underway.

Traffic Control Plan (please attach diagram): See attached map. Public works will be responsible for setting up &
taking down detours. Public Works and HHTD Committee will open Main Street & 2nd St after activities finish.



Public Notification Plan: Detour map shared on social media and available on website.

Will also include map with press release for local newspaper.

Amplified Sound/Noise Plan: Band at WBFD will finish around midnight on Friday.

Saturday bands on Main Street finish by 4pm. Bluegrass Band in Village Green Sat 7-9pm.

Site Plan/Race Course Map (please attach diagram): See attached for parade route, detour map, street closures, barrier placement, etc.

Security Plan: West Branch Police Department & National Park Service collaborating on security.

Request 2 officers at the crosswalk at Parkside + Main St (same as last year) to ensure safe crossing.

Restoration Plan: Basic tear down and clean up by committee. PW to perform remaining clean up the following

Local Police, Fire, Public works will all assist w/ the parade and the set up of the event as appropriate.

Trash Management Plan: Trash cans & recycling units to be placed throughout downtown by PW.

Trash monitored throughout the event by Public Works. Trash bags will be replaced and placed in the City Dump

Restroom Plan: Port-o-Johns will be located at Town Hall, on Downey Street, and on 2nd Street.

PortOJohns arrive Thursday and removed Monday. Public restrooms also available at Fire Station, Town Hall, Visitors Center & businesses.

Signs/Banner Plan: Signs will be made and placed to recognize the event and sponsors.

They will be placed on the stages, at Town Hall and at the Village Green and advertisements as appropriate.

Insurance policy: Special Event Policy secured w/ City and NPS listed as additionally insured.

Signature: Jessi Simon Date: 5/14/2025

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

Return completed form to: West Branch City Office, PO Box 218 or 110 N. Poplar St., West Branch, IA 52358.

See attachment for more details and information.

" EXHIBIT A "

Temporary street closures are requested for the event as follows:

Event Street Closures:

- **South 2nd:** From E. Main St. to the Water St. parking lot (in front of the Fire Station) - *NPS Property*
Date/Time: Friday, August 8th - 3:00 p.m. to 10:00 pm. on Saturday August 9th
- **East Main:** At the intersection of E. Main St and N. 1st St (one block east) to the bridge just passed 223 Vintage Co. (for large inflatables / carnival games)
Date/Time: Saturday, August 9th- 3:00 A.M. to 6:00 pm. on Saturday August 9th
- **East / West Main:** N. First Street to N. Poplar Street - (For vendors, will open for parade to pass through)
Date/Time: Saturday, August 9th - 3:00 a.m. to 6:00 p.m.
 - *Hard barriers are requested on both ends of the street to ensure pedestrian safety. Parade will need to pass through W Main Street. Work with MSWB on barrier plans based on previous years' feedback.*
- **South Downey**:** Between Wetherell and Main St. (For seating area, Main Street stage, vendors)
Date/Time: Saturday, August 9th - 3:00 a.m. to 6:00 p.m.
- **North Downey:** Main St. to just past Opera Block building (for vendors)
Date/Time: Saturday, August 9th - 3:00 a.m. to 6:00 p.m.

Poplar/Wetherell Detour:

Residents who reside on Wetherell Street will exit (temporarily) left on S. Poplar St. to West Main St. Access to Wetherell Street will be via the Enlow parking lot. The Enlow parking lot will have parking available throughout the event.

Parade line-up & staging area:

- **Pedersen Street:** West Orange St. to Hilltop Dr. on Saturday, August 9th from 8:15 a.m. to 10:15 a.m.
- **W. Orange St.:** N. Oliphant St. to Ridge View Dr. on Saturday, August 9th from 8:15 a.m. to 10:15 a.m.

Parade Route: Will impact traffic from 10am-11am on Saturday, August 9th.

- **See Map** with parade route shown in blue. Same route as previous years.

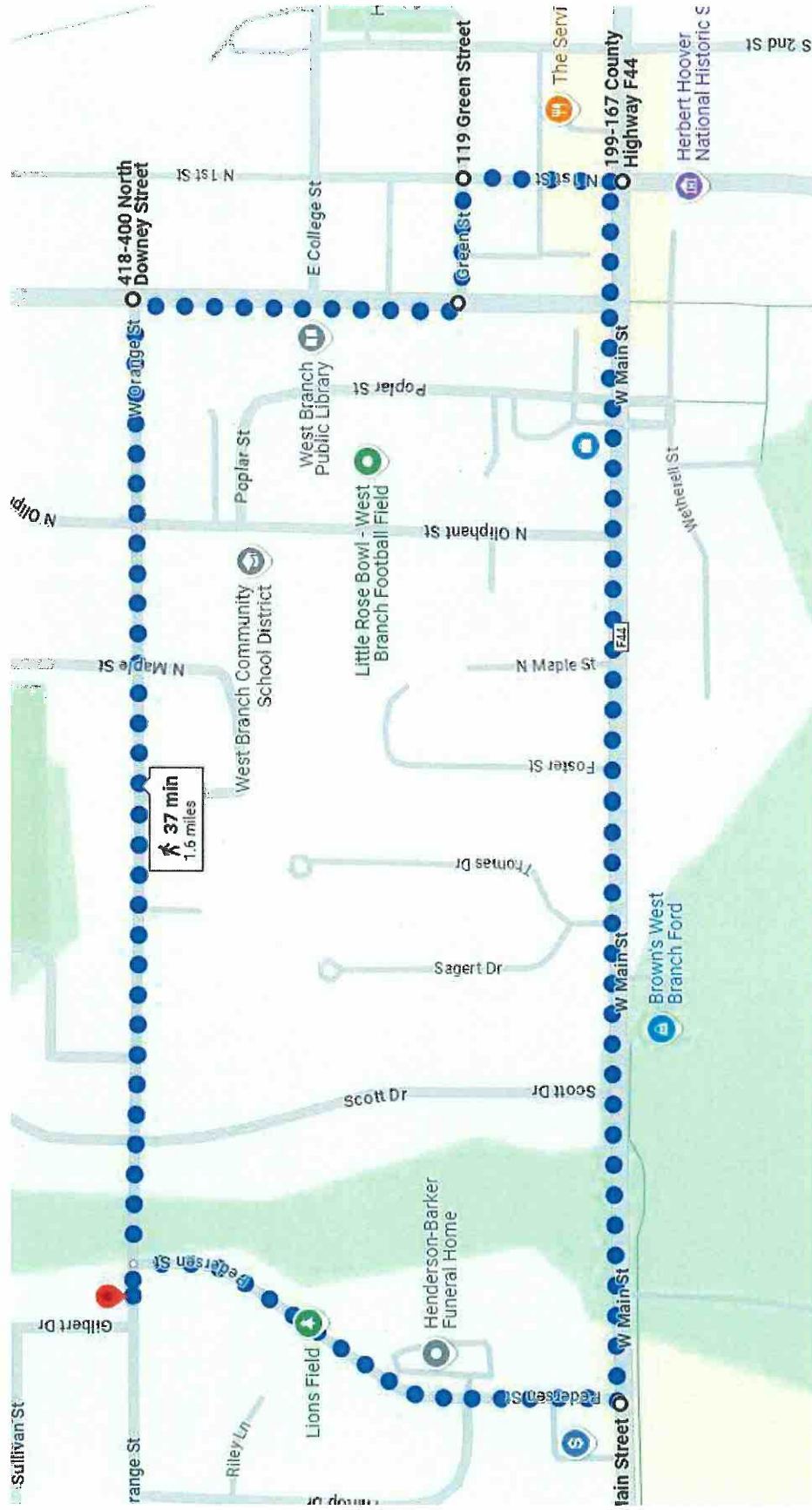
See attached: "HHTD Maps 2025"






Hoover's Hometown Days - 2025

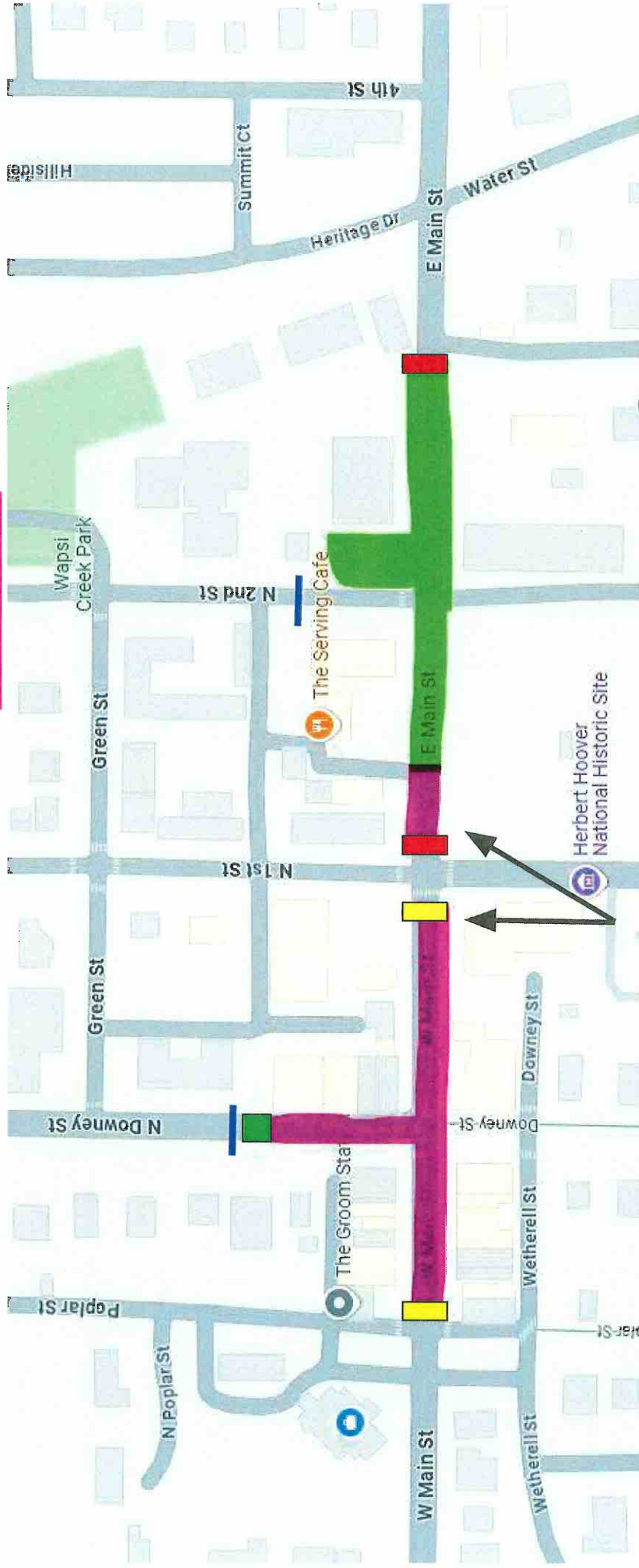


I-80, Exit 254

Parade Route



-  = Jersey Barriers Requested for Safety
-  = Jersey Barriers Requested for Safety, but must be moved for Parade to pass through
-  = Regular road barricade
-  Inflatables / Kids Activities
-  Vendors / Food Trucks



These two cannot be big trucks. They obstruct the visitor's view and disrupt the cohesiveness of the event.

Other Items Requested:

- Use of event supplies made available by PW by Friday, August 8th at 10am. Coordinate location with MSWB.
 - Picnic Tables w/ umbrellas
 - Pop-Up Tents for shaded public seating in Heritage Square
 - 8-10 Folding tables and chairs for shaded seating area (Downey St)
 - Large pole tent (owned by MSWB, stored by PW). Volunteers to assist with set-up on Friday AM.
- 8'x16' stage setup on Main Street in front of Heritage Square Gazebo (for parade announcer and live music). 1 or 2' legs on stage. Pop up tent on top of stage.
- POWER ACCESS to stage in Heritage Square. Details to come.
- Additional trash cans and recycling receptacles in various locations throughout the Main Street and Downey Street area. Will need more on E. Main St this year.
- Hard barriers (large truck or plow) at both ends of W. Main Street (at Parkside and Poplar St) from 7am-5pm Saturday. Will need to be moved for the parade to pass through around 10:30am and returned just after. Discuss options for barriers on E Main Street with the inflatables there.
- Two officers (or similar) to assist with traffic control and pedestrian crossings at Parkside Dr and Main Street from 10:30am - 3:30pm. (Same as last year)
- Authorize 4 golf carts (HHTD Crew) to bypass street closures and travel on city streets during the festival, as required for event execution and assistance.
- FYI on Beer Garden Areas:
 - Fire Station - Operated and insured by WB Fire Department
 - Vendor Space on N. Downey Street - Operated and insured by Herb N Lou's
 - Part of Heritage Square - Operated and insured by Down Under

OTHER ITEMS TO DISCUSS

- Parking for Model A cars?
- PW golf cart reimbursement
- First Aid Kits from P&R?

****Notices to tenants on Main St / Downey St. (Roger can help if needed)**



Hoover's Hometown Days				
<i>Tentative Schedule of Events</i>				
Friday, August 8, 2025				
Start Time	End Time	Location	Activity	Contact
4:00:00 PM	6:00:00 PM	Village Green	Youth Hoover-Ball	WB Parks & Rec
6:00:00 PM	9:00 PM	SE Village Green	Teen/Tween Chill Zone	Youth Advisory Board
6:00:00 PM	9:00 PM	Fire Station	Firefighters Grill	WBFD
6:00:00 PM	7:00 PM	Fire Station/2nd Street	Youth Lions' Pedal Tractor Pull	Lions
6:00:00 PM	2:00 AM	Fire Station	Fire In the Hole Bags Tournament	WBFD
6:00:00 PM	Midnight	Fire Station	Beer Garden	WBFD
8:00:00 PM	Midnight	Fire Station Stage	Live Music:	WBFD
Saturday, August 9, 2025				
Start Time	End Time	Location	Activity	Contact
8:00:00 AM	9:00:00 AM	Loop Road, NPS	Hoover Prairie Run	Lions
8:00:00 AM	9:00 AM	Village Green	Hoover-Ball Registration	WB Parks & Rec
9:00:00 AM	7:00 PM	Village Green	Hoover-Ball Championship Games	WB Parks & Rec
10:00:00 AM	11:00 AM	City Streets	Mayor's Parade	Mayor
11:00:00 AM	12:30:00 PM	Main Street Stage	Live Music: Yesternite	Committee (Sam)
11:00:00 AM	2:00:00 PM	Main Street	Balloon Twister	Committee (Faye)
11:00:00 AM	3:00:00 PM	Main Street	Face Painting	Committee (Faye)
11:00:00 AM	4:00:00 PM	Downey Trace, NPS	Period Demonstrators	NPS
11:00:00 AM	Noon	Hoover Stage (Downey Trace)	Susanne Smith Band	NPS
11:00:00 AM	9:00:00 PM	Fire Station	Beer Garden + Firefighters Grill	WBFD
11:00:00 AM	9:00:00 PM	SE Village Green	Teen/Tween Chill Zone	Youth Advisory Board
11:00:00 AM	4:00:00 PM	W. Main Street + N. Downey	Food Trucks & Street Vendors	MSWB
11:00 AM	5:00:00 PM	E. Main Street & Mural Lot	Inflatables	Committee
11:00:00 AM	4:00:00 PM	Town Hall	STEAM Activity Area + Cool Down Station	Committee
11:30:00 AM	12:00:00 PM	CE Smith House	Hoover Foundation Picnic	HPF
12:00:00 PM	12:45:00 PM	CE Smith House	Hoover Life Celebration	HPF
12:00 PM	4:00:00 PM	Main Street	Barnyard Discoveries	Committee
12:00 PM	4:00:00 PM	Village Green	Bubble Stations	Committee
1:00:00 PM	3:00:00 PM	Fire Station	Booster Bingo	Boosters
1:00:00 PM	2:30:00 PM	Main Street Stage	Live Music: Pickled Beats	Committee (Sam)
1:00:00 PM	1:30:00 PM	Hoover Stage (NPS)	Harry S. Truman Ranger (Interpretive Talk)	NPS
2:00:00 PM	3:00:00 PM	Hoover Stage (Downey Trace)	Live Music: Ban Joy	NPS
2:00:00 PM	3:00:00 PM	Fire Station	Kids' Waterball Fights	WBFD
3:00:00 PM	4:00:00 PM	Main Street Stage	Live Music: Home Brewed	Committee (Sam)
4:00:00 PM	4:30:00 PM	Village Green	Hoover-Ball Clinic	WB Parks & Rec
Hoover's Hootenanny - Sat. Evening				
<i>Community picnic to celebrate Hoover's birthday. Food available at Fire Station (maybe food trucks).</i>				
<i>Live entertainment, yard games + socialization! BYOB + Lawn Chairs.</i>				
6:00:00 PM	7:30:00 PM	Village Green	Hoover Ball Championship Games	Parks & Rec
7:00:00 PM	9:00:00 PM	Village Green (Gazebo)	Live Music: Burlington Street Bluegrass Bar	Committee
	9:00:00 PM	Fire Station	Beer Garden + Firefighters Grill	WBFD

Leslie Brick

From: Matt Goodale <mattg@westbranchiowa.org> on behalf of Matt Goodale
Sent: Friday, May 23, 2025 1:47 PM
To: Jessi Simon, Main Street West Branch
Cc: Leslie Brick; Adam Kofoed; erin; Greg Hall; jim hoffman
Subject: Re: Hoover's Hometown Days - Special Event Permit

Hi Leslie,

We met this morning and I am in agreement with the terms we discussed concerning barriers on the intersections assuming that we can get them donated or borrowed, otherwise we will go with the back up plan of trucks. I am working to get that figured out today as I will be out next week.

I can give my approval of the plans.

Thanks

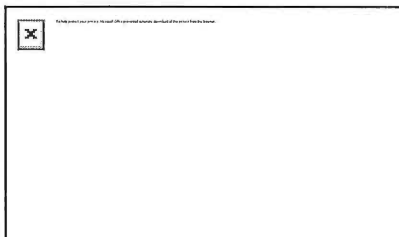
Matt Goodale
Public Works Director




P.O Box 218
110 N Poplar St
mgoodale@westbranchiowa.org
Cell 319-325-8213
Office 319-643-5888
Shop 319-643-3633


On Fri, May 23, 2025 at 9:47 AM Jessi Simon, Main Street West Branch <mainstreetwestbranch@gmail.com> wrote:
I realized an attachment was missing from our original submission! Here's more details to accompany our permit request -- which we can discuss at our 10am meeting today!

My apologies!
Jessi



Jessi Simon
Executive Director
Main Street West Branch

 [3196437100](tel:3196437100)

 [3195302985](tel:3195302985)



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Approve a Special Class C Retail Alcohol (BW), 5-day license for the West Branch Firefighters Inc. (in conjunction with Hoover's Hometown Days 2025).
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 15, 2025
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BACKGROUND:

Approve 5-day, Special Class C Retail Alcohol permit with Outdoor Service for the West Branch Fire Department for Hoover's Hometown Days 2025:

Friday, August 8, 2025, 3:00 p.m. to midnight

Saturday, August 9, 2025, 11:00 a.m. to 10:00 p.m.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM: April Monthly Financial Report
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PREPARED BY: Heidi Van Auken

DATE: May 29, 2025

SUMMARY:

Monthly Financial Report: This report includes revenue, investments, expenditures, and balances for the month of April 2025.

BANK TO BOOK RECONCILIATION				
4/30/2025				
BANK BALANCE @				
	CASH - FIDELITY BANK & TRUST			\$ 10,030,845.31
	CASH - FIDELITY BANK & TRUST - PERPETUAL CARE FUND			\$ 36,870.60
	SUB TOTAL			\$ 10,067,715.91
ADD:	CD'S:	Bank/CD #	Maturity Date	
	ENLOW BUILDING CD	LIBERTY SAVINGS-10447	6/8/2025	\$ 11,602.53
	CEMETERY PERPETUAL CARE	HILLS BANK-30282503	2/11/2026	\$ 105,800.42
	LIBRARY-HANSEN DONATION CD	GREENSTATE-1037 (Old 1034)	8/4/2025	\$ 62,384.81
	LIBRARY-KROUTH PRINCIPAL CD	GREENSTATE-1038 (Old 1035)	9/2/2025	\$ 57,464.79
	LIBRARY-KROUTH INTEREST CD	GREENSTATE-1039 (Old 1036)	9/2/2025	\$ 26,939.01
	GEN FUND-STREETScape-ACCIONA DONATION CD	GREENSTATE-1040 (Old 1033)	12/5/2025	\$ 7,812.72
	SAVINGS ACCOUNTS			
	GENERAL FUND SAVINGS	GREENSTATE-0001		\$ 5.00
	LIBRARY - KROUTH INTEREST	FIDELITY-SAVINGS ACCOUNT		\$ 8,526.59
	LIBRARY - M GRAY SAVINGS	FIDELITY-SAVINGS ACCOUNT		\$ 16,361.43
	TOTAL CD'S & SAVINGS ACCOUNTS			\$ 296,897.30
	SUB TOTAL			\$ 10,364,613.21
PLUS	O/S DEPOSITS			\$ -
PLUS	ADJUSTMENTS			\$ -
LESS:	O/S CREDIT CARD			\$ -
LESS:	O/S CHECKS			\$ 11,248.92
	ENDING BOOK BALANCE			\$ 10,353,364.29

CLERK'S REPORT FOR THE MONTH OF APRIL 2025

DESCRIPTION	CHECKING	INVESTMENT	BEGINNING BALANCE	RECEIPTS	TRANSFER IN	TRANSFER DISBURSED	TRANSFER OUT	NET CHANGE LIABILITIES	CLERK'S BALANCE
GENERAL									
*(001) GENERAL OPERATING FUND	\$ 2,567,078.79	\$ 5.00	\$ 2,567,083.79	\$ 533,835.78		\$ 98,735.36			\$ 3,002,184.21
** FIRE APPARATUS RESERVE	\$ 44,811.50	\$ -	\$ 44,811.50						\$ 44,811.50
POLICE APPARATUS RESERVE	\$ 123,178.95	\$ -	\$ 123,178.95						\$ 123,178.95
PARK & RECREATION RESERVE	\$ 17,340.39	\$ -	\$ 17,340.39						\$ 17,340.39
PUBLIC WORKS RESERVE	\$ 14,660.00	\$ -	\$ 14,660.00						\$ 14,660.00
CEMETERY BLDG/EQUIP INVESTMENT	\$ -	\$ -	\$ -						\$ -
SIGNS-ACCIONA DTN INVESTMENT	\$ -	\$ 7,812.72	\$ 7,812.72						\$ 7,812.72
PARK EQUIPMENT/RESERVE	\$ 18,000.00	\$ -	\$ 18,000.00						\$ 18,000.00
(022) CIVIC CENTER	\$ 40,529.85	\$ -	\$ 40,529.85	\$ 1,160.00		\$ 863.39			\$ 40,826.46
(027) MEMORIAL GARDEN PROJECT	\$ 414.00	\$ -	\$ 414.00						\$ 414.00
(028) SPLASH PAD RESERVE	\$ 100.00	\$ -	\$ 100.00						\$ 100.00
(031) LIBRARY	\$ (20,174.90)	\$ 98,844.68	\$ 78,669.78	\$ 14,528.86		\$ 16,796.98			\$ 76,401.66
(036) TORT LIABILITY	\$ (22,655.20)	\$ -	\$ (22,655.20)	\$ 20,826.48					\$ (1,828.72)
SPECIAL REVENUE									
(110) ROAD USE TAX	\$ 229,697.22	\$ -	\$ 229,697.22	\$ 29,356.81		\$ 18,328.16			\$ 240,725.87
(112) TRUST & AGENCY (EMPLOYEE BENEFITS)	\$ 479,783.66	\$ -	\$ 479,783.66	\$ 118,728.84		\$ 28,498.72			\$ 570,013.78
(119) EMERGENCY TAX FUND	\$ 7,019.38	\$ -	\$ 7,019.38						\$ 7,019.38
(121) LOCAL OPTION SALES TAX	\$ 660,748.05	\$ -	\$ 660,748.05	\$ 26,035.97					\$ 686,784.02
(125) TIF	\$ 608,912.52	\$ -	\$ 608,912.52	\$ 103,897.76					\$ 712,810.28
(126) TIF LMI MEADOWS PT 4	\$ 83,542.25	\$ -	\$ 83,542.25						\$ 83,542.25
(160) REVOLVING LOAN FUND	\$ 137,082.45	\$ -	\$ 137,082.45						\$ 137,082.45
DEBT SERVICE									
(226) DEBT SERVICE	\$ 699,732.95	\$ -	\$ 699,732.95	\$ 94,891.67					\$ 794,624.62
CAPITAL PROJECTS									
(300) CAPITAL IMPROVEMENT RESERVE	\$ 283,283.32	\$ -	\$ 283,283.32	\$ 27,768.84					\$ 311,052.16
(304) W MAIN ST STORMWATER IMP	\$ 10,000.00	\$ -	\$ 10,000.00						\$ 10,000.00
(308) PARK IMP - PEDERSEN VALLEY	\$ 14,827.20	\$ -	\$ 14,827.20						\$ 14,827.20
(312) DOWNTOWN EAST REDEVELOPMENT	\$ 172,412.82	\$ -	\$ 172,412.82						\$ 172,412.82
(319) RELOCATION OF WATER & SEWER LINES	\$ (31,564.26)	\$ -	\$ (31,564.26)						\$ (31,564.26)
(321) WIDENING WAPSI CREEK @ BERANEK PARK	\$ 35,541.60	\$ -	\$ 35,541.60			\$ 3,455.00			\$ 32,086.60
(322) SPLASH PAD	\$ -	\$ -	\$ -						\$ -
(323) I-80 WEST, WATER MAIN RELOCATE	\$ (24,271.48)	\$ -	\$ (24,271.48)						\$ (24,271.48)
(324) WW TREATMT FAC IMP 2021	\$ 80,000.00	\$ -	\$ 80,000.00						\$ 80,000.00
(326) ROUNDABOUT MAIN & CEDAR	\$ 156,500.72	\$ -	\$ 156,500.72						\$ 156,500.72
(327) SPONSORED WATER QUALITY IMPE 2021	\$ (20,000.00)	\$ -	\$ (20,000.00)						\$ (20,000.00)
(329) EASTSIDE WATER MAINS PH1	\$ 320,331.70	\$ -	\$ 320,331.70						\$ 320,331.70
(330) EASTSIDE WATER MAINS PH2	\$ (80,265.39)	\$ -	\$ (80,265.39)			\$ 38,869.22			\$ (119,134.61)
(331) CEDAR JOHNSON RD RECONSTRUCT	\$ (199,492.58)	\$ -	\$ (199,492.58)			\$ 54,558.22			\$ (254,050.80)
PERMANENT									
(500) CEMETERY PERPETUAL FUND	\$ 36,510.60	\$ 105,800.42	\$ 142,311.02	\$ 480.00					\$ 142,791.02
(501) KROUTH PRINCIPAL FUND	\$ (0.00)	\$ 57,495.47	\$ 57,495.47						\$ 57,495.47
(502) KROUTH INTEREST FUND	\$ 0.00	\$ 26,939.01	\$ 26,939.01						\$ 26,939.01
ENTERPRISE									
(600) WATER FUND	\$ 560,911.54	\$ -	\$ 560,911.54	\$ 68,857.83		\$ 38,597.40	\$ 10,817.65		\$ 580,354.32
(603) WATER SINKING FUND	\$ 95,821.16	\$ -	\$ 95,821.16	\$ -	\$ 10,817.65				\$ 106,638.81
(610) SEWER FUND	\$ 901,869.96	\$ -	\$ 901,869.96	\$ 86,773.30		\$ 26,345.54	\$ 53,438.47		\$ 908,859.25
(611) SEWER FUND SPECIAL	\$ 1,022,232.77	\$ -	\$ 1,022,232.77	\$ -	\$ 53,438.47				\$ 1,075,671.24
(614) WASTEWATER LIFT STATION	\$ -	\$ -	\$ -						\$ -
(740) STORM WATER UTILITY	\$ 224,913.41	\$ -	\$ 224,913.41	\$ 6,110.66		\$ 1,102.77			\$ 229,921.30
TOTAL	\$ 9,249,364.95	\$ 296,897.30	\$ 9,546,262.25	\$ 1,133,252.80	\$ 64,256.12	\$ 326,150.76	\$ 64,256.12	\$ -	\$ 10,353,364.29
O/S CHECKS			\$24,426.32						\$11,248.92
ADJUSTMENTS			\$0.00						\$0.00
O/S DEPOSIT			\$0.00						\$0.00
O/S CREDIT CARD			\$0.00						\$0.00
BANK STATEMENT BALANCE			\$9,570,688.57						\$10,364,613.21

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: APRIL 30TH, 2025

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	2,792,887.35	533,835.78	98,735.36	3,227,987.77	0.00	0.00	3,227,987.77
011-POLICE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-FIRE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
016-CEMETERY BLDG/EQUIP RES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-PARK & REC RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-PUBLIC WORKS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-CIVIC CENTER	40,529.85	1,160.00	863.39	40,826.46	0.00	0.00	40,826.46
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	414.00	0.00	0.00	414.00	0.00	0.00	414.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	78,669.78	14,528.86	16,796.98	76,401.66	0.00	0.00	76,401.66
036-TORT LIABILITY (	22,655.20)	20,826.48	0.00	(1,828.72)	0.00	0.00	(1,828.72)
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	229,697.22	29,356.81	18,328.16	240,725.87	0.00	0.00	240,725.87
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	479,783.66	118,728.84	28,498.72	570,013.78	0.00	0.00	570,013.78
119-EMERGENCY TAX FUND	7,019.38	0.00	0.00	7,019.38	0.00	0.00	7,019.38
121-OPTION TAX	660,748.05	26,035.97	0.00	686,784.02	0.00	0.00	686,784.02
125-T I F	608,912.52	103,897.76	0.00	712,810.28	0.00	0.00	712,810.28
126-TIF LMI MEADOWS PT 4	83,542.25	0.00	0.00	83,542.25	0.00	0.00	83,542.25
160-REVOLVING LOAN FUND	137,082.45	0.00	0.00	137,082.45	0.00	0.00	137,082.45
225-TIF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
226-GO DEBT SERVICE	699,732.95	94,891.67	0.00	794,624.62	0.00	0.00	794,624.62
300-CAPITAL IMPROV. RESERVE	283,283.32	27,768.84	0.00	311,052.16	0.00	0.00	311,052.16
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-W MAIN ST STORMWATER IMP	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	14,827.20	0.00	0.00	14,827.20	0.00	0.00	14,827.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	172,412.82	0.00	0.00	172,412.82	0.00	0.00	172,412.82
313-MAIN ST SIDEWALK-PHASE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314-N FIRST ST IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-MAIN ST WATER MAIN IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
316-I & I LINE/GROUT PH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
317-ORANGE ST 4TH TO 5TH IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-COLLEGE ST & 2ND ST IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
319-RELOCATING WATER & SEWER (	31,564.26)	0.00	0.00	(31,564.26)	0.00	0.00	(31,564.26)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	35,541.60	0.00	3,455.00	32,086.60	0.00	0.00	32,086.60
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL (	24,271.48)	0.00	0.00	(24,271.48)	0.00	0.00	(24,271.48)
324-WW TREATMT FAC IMP 2021	80,000.00	0.00	0.00	80,000.00	0.00	0.00	80,000.00
326-ROUNDABOUT MAIN & CEDAR-J	156,500.72	0.00	0.00	156,500.72	0.00	0.00	156,500.72
327-SPONS WATER QUAL IMP 2021 (	20,000.00)	0.00	0.00	(20,000.00)	0.00	0.00	(20,000.00)

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: APRIL 30TH, 2025

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
328-GREENVIEW WATER MAIN NLOO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
329-EASTSIDE WATER MAIN PH1	320,331.70	0.00	0.00	320,331.70	0.00	0.00	320,331.70
330-EASTSIDE WATER MAIN PH2	(80,265.39)	0.00	38,869.22	(119,134.61)	0.00	0.00	(119,134.61)
331-CEDAR JOHNSON RD RECONS	(199,492.58)	0.00	54,558.22	(254,050.80)	0.00	0.00	(254,050.80)
332-W MAIN ST IMPROVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-CEMETERY PERPETUAL FUND	142,311.02	480.00	0.00	142,791.02	0.00	0.00	142,791.02
501-KROUTH PRINCIPAL FUND	57,495.47	0.00	0.00	57,495.47	0.00	0.00	57,495.47
502-KROUTH INTEREST FUND	26,939.01	0.00	0.00	26,939.01	0.00	0.00	26,939.01
600-WATER FUND	560,911.54	68,857.83	49,415.05	580,354.32	0.00	0.00	580,354.32
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	95,821.16	10,817.65	0.00	106,638.81	0.00	0.00	106,638.81
610-SEWER FUND	901,869.96	86,773.30	79,784.01	908,859.25	0.00	0.00	908,859.25
611-SEWER FUND SPECIAL	1,022,232.77	53,438.47	0.00	1,075,671.24	0.00	0.00	1,075,671.24
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	224,913.41	6,110.66	1,102.77	229,921.30	0.00	0.00	229,921.30
950-BC/BS FLEXIBLE BENEFIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 GRAND TOTAL	 9,546,262.25	 1,197,508.92	 390,406.88	 10,353,364.29	 0.00	 0.00	 10,353,364.29

*** END OF REPORT ***

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: APRIL 30TH, 2025

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	2,554,262.88	2,017,090.92	1,343,366.03	3,227,987.77	0.00	0.00	3,227,987.77
011-POLICE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-FIRE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
016-CEMETERY BLDG/EQUIP RES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-PARK & REC RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-PUBLIC WORKS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-CIVIC CENTER	47,975.35	6,439.34	13,588.23	40,826.46	0.00	0.00	40,826.46
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	414.00	0.00	0.00	414.00	0.00	0.00	414.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	181,478.37	37,235.81	142,312.52	76,401.66	0.00	0.00	76,401.66
036-TORT LIABILITY	5,437.40	75,452.28	82,718.40	(1,828.72)	0.00	0.00	(1,828.72)
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	226,098.00	288,838.45	274,210.58	240,725.87	0.00	0.00	240,725.87
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	463,701.01	453,142.64	346,829.87	570,013.78	0.00	0.00	570,013.78
119-EMERGENCY TAX FUND	6,876.38	143.00	0.00	7,019.38	0.00	0.00	7,019.38
121-OPTION TAX	427,055.46	259,728.56	0.00	686,784.02	0.00	0.00	686,784.02
125-T I F	87,104.96	660,469.85	34,764.53	712,810.28	0.00	0.00	712,810.28
126-TIF LMI MEADOWS PT 4	83,542.25	0.00	0.00	83,542.25	0.00	0.00	83,542.25
160-REVOLVING LOAN FUND	137,082.45	0.00	0.00	137,082.45	0.00	0.00	137,082.45
225-TIF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
226-GO DEBT SERVICE	281,930.83	618,538.79	105,845.00	794,624.62	0.00	0.00	794,624.62
300-CAPITAL IMPROV. RESERVE	210,510.63	100,541.53	0.00	311,052.16	0.00	0.00	311,052.16
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-W MAIN ST STORMWATER IMP	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	14,827.20	0.00	0.00	14,827.20	0.00	0.00	14,827.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	172,412.82	0.00	0.00	172,412.82	0.00	0.00	172,412.82
313-MAIN ST SIDEWALK-PHASE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314-N FIRST ST IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-MAIN ST WATER MAIN IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
316-I & I LINE/GROUT PH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
317-ORANGE ST 4TH TO 5TH IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-COLLEGE ST & 2ND ST IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
319-RELOCATING WATER & SEWER	(365,572.60)	334,008.34	0.00	(31,564.26)	0.00	0.00	(31,564.26)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	92,690.89	0.00	60,604.29	32,086.60	0.00	0.00	32,086.60
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL	(24,271.48)	0.00	0.00	(24,271.48)	0.00	0.00	(24,271.48)
324-WW TREATMT FAC IMP 2021	62,720.45	109,194.81	91,915.26	80,000.00	0.00	0.00	80,000.00
326-ROUNDABOUT MAIN & CEDAR-J	160,820.72	0.00	4,320.00	156,500.72	0.00	0.00	156,500.72
327-SPONS WATER QUAL IMP 2021	(20,000.00)	0.00	0.00	(20,000.00)	0.00	0.00	(20,000.00)

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: APRIL 30TH, 2025

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
328-GREENVIEW WATER MAIN NLOO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
329-EASTSIDE WATER MAIN PH1	320,331.70	0.00	0.00	320,331.70	0.00	0.00	320,331.70
330-EASTSIDE WATER MAIN PH2	(9,093.42)	462,674.37	572,715.56	(119,134.61)	0.00	0.00	(119,134.61)
331-CEDAR JOHNSON RD RECONS	0.00	0.00	254,050.80	(254,050.80)	0.00	0.00	(254,050.80)
332-W MAIN ST IMPROVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-CEMETERY PERPETUAL FUND	136,532.41	6,258.61	0.00	142,791.02	0.00	0.00	142,791.02
501-KROUTH PRINCIPAL FUND	55,415.55	2,079.92	0.00	57,495.47	0.00	0.00	57,495.47
502-KROUTH INTEREST FUND	25,966.83	972.18	0.00	26,939.01	0.00	0.00	26,939.01
600-WATER FUND	437,396.52	733,089.78	590,131.98	580,354.32	0.00	0.00	580,354.32
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	5,238.35	108,176.50	6,776.04	106,638.81	0.00	0.00	106,638.81
610-SEWER FUND	912,224.35	883,123.59	886,488.69	908,859.25	0.00	0.00	908,859.25
611-SEWER FUND SPECIAL	627,868.28	534,384.70	86,581.74	1,075,671.24	0.00	0.00	1,075,671.24
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	221,295.70	60,640.10	52,014.50	229,921.30	0.00	0.00	229,921.30
950-BC/BS FLEXIBLE BENEFIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	7,550,374.24	7,752,224.07	4,949,234.02	10,353,364.29	0.00	0.00	10,353,364.29

*** END OF REPORT ***

PROGRAM EXPENDITURES FOR THE MONTH OF APRIL 2025

83.33%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
PUBLIC SAFETY					
POLICE DEPARTMENT					
GENERAL FUND	\$ 740,370.00	\$ 32,530.60	\$ 405,804.45	\$ 334,565.55	54.81%
TORT LIABILITY	\$ 13,659.00	\$ -	\$ 12,804.44	\$ 854.56	93.74%
TRUST & AGENCY	\$ 173,830.00	\$ 9,345.24	\$ 126,479.29	\$ 47,350.71	72.76%
FIRE DEPARTMENT					
GENERAL FUND	\$ 284,250.00	\$ 1,574.47	\$ 185,396.86	\$ 98,853.14	65.22%
TORT LIABILITY	\$ 30,500.00	\$ -	\$ 30,212.17	\$ 287.83	99.06%
TRUST & AGENCY	\$ 67,901.00	\$ 1,817.30	\$ 30,542.88	\$ 37,358.12	44.98%
BUILDING INSPECTIONS					
GENERAL FUND	\$ 52,990.00	\$ 3,446.14	\$ 35,263.68	\$ 17,726.32	66.55%
TRUST & AGENCY	\$ 12,387.00	\$ 867.11	\$ 11,010.70	\$ 1,376.30	88.89%
ANIMAL CONTROL	\$ 4,050.00	\$ -	\$ -	\$ 4,050.00	0.00%
TOTAL PUBLIC SAFETY	\$ 1,379,937.00	\$ 49,580.86	\$ 837,514.47	\$ 542,422.53	60.69%
PUBLIC WORKS					
ROADS & STREETS					
GENERAL FUND	\$ 58,250.00	\$ 2,295.00	\$ 51,793.50	\$ 6,456.50	88.92%
TORT LIABILITY	\$ 17,181.00	\$ -	\$ 16,106.20	\$ 1,074.80	93.74%
ROAD USE TAX FUND	\$ 340,174.00	\$ 18,328.16	\$ 274,210.58	\$ 65,963.42	80.61%
TRUST & AGENCY	\$ 67,038.00	\$ 5,540.08	\$ 56,703.05	\$ 10,334.95	84.58%
STREET LIGHTING - GENERAL FUND	\$ 41,000.00	\$ 2,969.16	\$ 30,820.63	\$ 10,179.37	75.17%
SOLID WASTE - GENERAL FUND	\$ 297,028.00	\$ 18,808.00	\$ 202,431.57	\$ 94,596.43	68.15%
TOTAL PUBLIC WORKS	\$ 820,671.00	\$ 47,940.40	\$ 632,065.53	\$ 188,605.47	77.02%
TOTAL HEALTH & SOCIAL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CULTURE & RECREATION					
LIBRARY					
GENERAL FUND	\$ 201,215.00	\$ 16,796.98	\$ 142,312.52	\$ 58,902.48	70.73%
TORT LIABILITY	\$ 5,040.00	\$ -	\$ 7,086.73	\$ (2,046.73)	140.61%
TRUST & AGENCY	\$ 46,151.00	\$ 3,387.95	\$ 33,944.36	\$ 12,206.64	73.55%
PARKS & RECREATION					
GENERAL FUND	\$ 235,033.00	\$ 11,397.56	\$ 130,085.56	\$ 104,947.44	55.35%
TORT LIABILITY	\$ 5,000.00	\$ -	\$ 6,200.88	\$ (1,200.88)	124.02%
TRUST & AGENCY	\$ 36,944.00	\$ 2,750.65	\$ 29,166.60	\$ 7,777.40	78.95%
CEMETERY					

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
GENERAL FUND	\$ 93,458.00	\$ 6,787.05	\$ 58,988.96	\$ 34,469.04	63.12%
TORT LIABILITY	\$ 1,547.00	\$ -	\$ 2,174.34	\$ (627.34)	140.55%
TRUST & AGENCY	\$ 27,881.00	\$ 1,570.72	\$ 16,436.24	\$ 11,444.76	58.95%
CIVIC CENTER					
GENERAL FUND	\$ 20,900.00	\$ 863.39	\$ 13,588.23	\$ 7,311.77	65.02%
TRUST & AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY & CULTURAL DEV.	\$ 12,500.00	\$ 21.68	\$ 3,554.74	\$ 8,945.26	28.44%
LOCAL CABLE ACCESS	\$ 24,395.00	\$ 277.79	\$ 15,845.55	\$ 8,549.45	64.95%
HISTORIC PRESERVATION	\$ 750.00	\$ -	\$ 337.42	\$ 412.58	44.99%
TOTAL CULTURE & RECREATION	\$ 710,814.00	\$ 43,853.77	\$ 459,722.13	\$ 251,091.87	64.68%
COMMUNITY & ECONOMIC DEV.					
ECONOMIC DEVELOPMENT	\$ 50,500.00	\$ -	\$ 31,211.50	\$ 19,288.50	61.80%
PLANNING & ZONING	\$ 20,000.00	\$ 4,187.43	\$ 9,414.89	\$ 10,585.11	47.07%
TIF DEBT SERVICE	\$ 213,961.00	\$ -	\$ 34,764.53	\$ 179,196.47	16.25%
TOTAL COMMUNITY & E.D.	\$ 284,461.00	\$ 4,187.43	\$ 75,390.92	\$ 209,070.08	26.50%
GENERAL GOVERNMENT					
MAYOR & COUNCIL					
GENERAL FUND	\$ 21,500.00	\$ 435.19	\$ 13,190.56	\$ 8,309.44	61.35%
TRUST & AGENCY	\$ 2,906.00	\$ 47.39	\$ 1,189.17	\$ 1,716.83	40.92%
CLERK & TREASURER					
GENERAL FUND	\$ 202,420.00	\$ 11,120.16	\$ 145,672.70	\$ 56,747.30	71.97%
TORT LIABILITY	\$ 5,785.00	\$ -	\$ 8,133.64	\$ (2,348.64)	140.60%
TRUST & AGENCY	\$ 48,187.00	\$ 3,172.28	\$ 41,357.58	\$ 6,829.42	85.83%
LEGAL SERVICES	\$ 27,000.00	\$ 2,885.13	\$ 23,553.46	\$ 3,446.54	87.24%
TOTAL GENERAL GOVERNMENT	\$ 307,798.00	\$ 17,660.15	\$ 233,097.11	\$ 74,700.89	75.73%
GO DEBT SERVICE	\$ 1,326,991.00	\$ -	\$ 105,845.00	\$ 1,221,146.00	7.98%
CAPITAL PROJECTS					
(308) PARK IMPROVEMENTS	\$ 14,827.00	\$ -	\$ -	\$ 14,827.00	0.00%
(321) WIDENING WAPSI CREEK	\$ 800,000.00	\$ 3,455.00	\$ 60,604.29	\$ 739,395.71	7.58%
(324) WW TREATMENT FACILITY 2021	\$ 1,100,000.00	\$ -	\$ 91,915.26	\$ 1,008,084.74	8.36%
(326) ROUNDABOUT MAIN & CEDAR	\$ -	\$ -	\$ 4,320.00	\$ (4,320.00)	#DIV/0!
(330) EASTSIDE WATER MAINS PHASE 2	\$ 1,200,000.00	\$ 38,869.22	\$ 572,715.56	\$ 627,284.44	47.73%
(331) CEDAR JOHNSON RD RECON	\$ 500,000.00	\$ 54,558.22	\$ 254,050.80	\$ 245,949.20	50.81%
TOTAL CAPITAL PROJECTS	\$ 3,614,827.00	\$ 96,882.44	\$ 983,605.91	\$ 2,631,221.09	27.21%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
BUSINESS TYPE ACTIVITIES					
WATER FUND	\$ 637,244.00	\$ 38,597.40	\$ 481,955.48	\$ 155,288.52	75.63%
WATER SINKING FUND	\$ 123,870.00	\$ -	\$ 6,776.04	\$ 117,093.96	5.47%
SEWER FUND	\$ 482,142.00	\$ 26,345.54	\$ 352,103.99	\$ 130,038.01	73.03%
SEWER FUND SPECIAL	\$ 641,261.00	\$ -	\$ 86,581.74	\$ 554,679.26	13.50%
STORM WATER UTILITY	\$ 63,326.00	\$ 1,102.77	\$ 52,014.50	\$ 11,311.50	82.14%
TOTAL BUSINESS TYPE ACTIVITIES	\$ 1,947,843.00	\$ 66,045.71	\$ 979,431.75	\$ 968,411.25	50.28%
NON-DEPARTMENTAL TRANSFERS					
GENERAL FUND	\$ 189,377.00	\$ -	\$ -	\$ 189,377.00	0.00%
LOCAL OPTION SALES TAX	\$ 238,863.00	\$ -	\$ -	\$ 238,863.00	0.00%
TIF	\$ 514,722.00	\$ -	\$ -	\$ 514,722.00	0.00%
WATER FUND	\$ 275,555.00	\$ 10,817.65	\$ 108,176.50	\$ 167,378.50	39.26%
SEWER FUND	\$ 710,805.00	\$ 53,438.47	\$ 534,384.70	\$ 176,420.30	75.18%
TOTAL NON-DEPARMENTAL TRANSFERS	\$ 1,929,322.00	\$ 64,256.12	\$ 642,561.20	\$ 1,286,760.80	33.31%
TOTAL FOR ALL FUNCTIONS	\$ 12,322,664.00	\$ 390,406.88	\$ 4,949,234.02	\$ 7,373,429.98	40.16%

CITY OF WEST BRANCH
EXPENDITURES BY ACTIVITY (UNAUDITED)
AS OF: APRIL 30TH, 2025

001-GENERAL FUND

83.33% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL NON-PROGRAM	1,929,322.00	64,256.12	642,561.20	33.31	1,286,760.80
TOTAL PUBLIC SAFETY	1,379,937.00	49,580.86	837,514.47	60.69	542,422.53
TOTAL PUBLIC WORKS	820,671.00	47,940.40	632,065.53	77.02	188,605.47
TOTAL HEALTH & SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE & RECREATION	710,814.00	43,853.77	459,722.13	64.68	251,091.87
TOTAL COMMUNITY & ECON DEVELOP	284,461.00	4,187.43	75,390.92	26.50	209,070.08
TOTAL GENERAL GOVERNMENT	307,798.00	17,660.15	233,097.11	75.73	74,700.89
TOTAL DEBT SERVICE	1,326,991.00	0.00	105,845.00	7.98	1,221,146.00
TOTAL CAPITAL PROJECTS	3,614,827.00	96,882.44	983,605.91	27.21	2,631,221.09
TOTAL BUSINESS TYPE/ENTERPRISE	1,947,843.00	66,045.71	979,431.75	50.28	968,411.25
TOTAL EXPENDITURES	12,322,664.00	390,406.88	4,949,234.02	40.16	7,373,429.98



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM: Claims for June 2, 2025

PREPARED BY: Heidi Van Auken, Finance Officer
--

DATE: May 28, 2025

SUMMARY:

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

EXPENDITURES**6/2/2025**

AMAZON.COM	SUMMER LIB PROG PRIZES	518.98
BAKER & TAYLOR	BOOKS	285.97
BARNHART'S CUSTOM SERVICES	WATER STORM RD REPAIR	4,080.00
CHAUNCEY BUTLER POST 514	5 FLAGS	167.00
DATA443 RISK MITIGATION	RANSOMWARE RECOVERY SUBSCRIPTION	178.75
GOERDT INSPECTION	BLDG INSPECTIONS	2,058.00
HALL, GREGORY	LODGING REIMBURSEMENT	119.00
HI-LINE	SHOP SUPPLIES-PW	193.91
IA COUNTY ATTORNEYS ASSOC	IA ACTS OF INTEREST REGS	270.00
LAUGHLIN, ERIN	MILEAGE REIMBURSEMENT	24.22
OLSON, KEVIN D	LEGAL SERVICES MAY 2025	1,500.00
ROOF, GERDES, ERLBACHER	AUDIT FY24-FINAL	9,100.00
STERICYCLE	SHREDDING SERVICES	89.93
SWANK MOTION PICTURES	SITE LICENSE-MOVIES	114.00

TOTAL		18,699.76
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**PAYROLL-WAGES, TAXES,
EMPLOYEE BENEFITS**
5/23/2025**68,734.55****PAID BETWEEN MEETINGS**

SISCO	HEALTH CLAIMS 5/27/2025	531.35
HARLESS, VERONICA	SR. FITNESS CLASS MAY 2025	385.00
LEAF CAPITAL FUNDING	COPIER LEASE-CITY OFFICE	396.00
LYNCH'S EXCAVATING	WATER MAIN SERVICE REPAIR	4,796.40
MEDIACOM	CABLE SERVICE	41.90
MENARDS	MTLS TO BURN WEEDS	90.39
VERIZON WIRELESS	VERIZON WIRELESS	454.71
METLIFE	INSURANCE PREMIUM	2,310.73
SISCO	INSURANCE PREMIUM	16,994.66
SISCO	HEALTH CLAIMS 5/19/2025	35.94
ALLIANT ENERGY	ALLIANT ENERGY	16,013.46
BAKER & TAYLOR	BOOKS	203.65
CEDAR COUNTY COOP	FUEL-FIRE, PW	1,671.07
CULLIGAN WATER	WATER SOFTENER SERVICE	30.49
FELD FIRE EQUIPMENT	THREAD SAVERS-FIRE	156.70
HAWKINS	CHEMICALS	3,436.86
LINN COUNTY R.E.C.	STREET LIGHTS	305.40
LYNCH'S PLUMBING	ICE MAKER FILTER	126.00
MPEC	VEHICLE MAINT SUPPLIES-PW	55.68
PAPAS TRUCK & TRAILER REPAIR	SPEED SENSOR REPAIR-FIRE	412.41
PITNEY BOWES GLOBAL FINANCE	POSTAGE METER LEASE - LIBRARY	77.37
PLUNKETT'S PEST CONTROL	PEST CONTROL	239.54
QUILL	OFFICE SUPPLIES-PW, CITY	133.57

REINHARD, BRADLEY THOMAS	UPDATE RIFLES - POLICE	5,454.00
THE GAZETTE	SUBSCRIPTION	462.80
TUTTLE, PETER	ICE MACHINE REPAIR-FIRE	193.13
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	2,155.23
WEST BRANCH REPAIRS	VEHICLE REPAIRS- PW, PD	475.30
WEST BRANCH TIMES	LEGAL PUBLICATIONS	970.78
IA ALCOHOLIC BEV DIVISION	FIRE DEPT HHTD ALCOHOL LICENSE	48.75
VARIOUS VENDORS	UB REFUNDS	56.15

TOTAL		58,715.42
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GRAND TOTAL EXPENDITURES		146,149.73
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FUND TOTALS		
001 GENERAL FUND		58,575.52
022 CIVIC CENTER		390.10
031 LIBRARY		6,662.96
110 ROAD USE TAX		10,903.87
112 TRUST AND AGENCY		29,734.18
600 WATER FUND		23,763.30
610 SEWER FUND		15,376.43
740 STORM WATER UTILITY		743.37

GRAND FUND TOTAL		146,149.73
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	IOWA COUNTY ATTORNEYS ASSOCIATION HALL, GREGORY	IA ACTS OF INTEREST REG LODGING REIMBURSE ALICE TR	270.00 119.00
			TOTAL:	389.00
BUILDING INSPECTIONS	GENERAL FUND	GOERDT INSPECTION & CONSULTATION SERVI	BLDG INSPECTIONS	2,058.00
			TOTAL:	2,058.00
PARK & RECREATION	GENERAL FUND	LAUGHLIN, ERIN	MILEAGE REIMBURSE TRACK ME	24.22
			TOTAL:	24.22
COMM & CULTURAL DEVEL	GENERAL FUND	CHAUNCEY BUTLER POST 514	5 FLAGS	167.00
			TOTAL:	167.00
CLERK & TREASURER	GENERAL FUND	ROOF, GERDES, ERLBACHER, PLC STERICYCLE, INC.	AUDIT FY24-FINAL SHREDDING SERVICES	9,100.00 89.93
			TOTAL:	9,189.93
LEGAL SERVICES	GENERAL FUND	OLSON, KEVIN D	LEGAL SERVICES MAY 2025	1,500.00
			TOTAL:	1,500.00
LIBRARY	LIBRARY	SWANK MOTION PICTURES INC BAKER & TAYLOR INC. AMAZON.COM.CA.,INC. DATA443 RISK MITIGATION, INC	SITE LICENSE-MOVIES BOOKS BOOKS SUMMER LIB PROG PRIZES BOOKS, DVDS, PROG SUPPLIES BOOKS, DVDS, PROG SUPPLIES RANSOMWARE RECOVERY SUBSCR	114.00 259.57 26.40 436.86 10.83 71.29 178.75
			TOTAL:	1,097.70
ROADS & STREETS	ROAD USE TAX	BARNHART'S CUSTOM SERVICES LLC HI-LINE INC	WATER STORM RD REPAIR SHOP SUPPLIES-PW	4,080.00 193.91
			TOTAL:	4,273.91

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===== FUND TOTALS =====
001 GENERAL FUND                13,328.15
031 LIBRARY                     1,097.70
110 ROAD USE TAX                4,273.91
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GRAND TOTAL:                   18,699.76
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**NOTICE OF PUBLIC HEARING TO CONSIDER
APPROVAL OF PROPOSED AMENDMENT NO. 8 TO THE
WEST BRANCH URBAN RENEWAL PLAN FOR THE
WEST BRANCH URBAN RENEWAL AREA IN THE
CITY OF WEST BRANCH, IOWA.**

The **City Council** of the City of West Branch, Iowa, will hold a public hearing before itself at its meeting which commences at **7:00 o'clock P.M. on June 2nd, 2025** in the Council Chambers, City Hall, West Branch, Iowa to consider adoption of the proposed Amendment No. 8 to the Amended and Restated West Branch Urban Renewal Plan (the "Plan").

Amendment No. 8 proposed to add the following area to the West Branch Urban Renewal Area to be designated as a slum and blight area:

Beginning at the SW corner of Lot 14, Parkside Hills, West Branch, Iowa; thence north along said west line of said Lot 14 to the south right-of-way line of Elm Street; thence east along the southerly right-of-way line of Elm Street to a point south of the SE corner of Unit 3B of Lot 3, Parkside Hills, West Branch, Iowa; thence west of the SE corner of Outlot A, Cookson Subdivision, West Branch, Iowa; thence north along the east side of said Outlot A to the north right-of-way line of Cookson Street; thence east along the north right-of-way line of Cookson Street to the SW corner of Lot 1, Stoolman's 1st Addition to West Branch; thence north to the NE corner of Lot 18 in Block 4, I.W. Haines to West Branch; thence west to the NW corner of Lot 11 in Block 4 in said Haines Addition; thence north to the SE corner of Lot M of Block 1 of Lot B in I.W. Haines Addition; thence east to the SE corner of Lot N of Block 1 of Lot B of said I.W. Haines Addition; thence north to the north right-of-way line of Beranek Drive; thence west along the north right-of-way line of Beranek Drive to the west right-of-way line of 2nd Street; thence north to the NW corner of Lot F of Block 1 of Lot B of said I.W. Haines Addition; thence east to the NW corner of Lot C of Block 1 of Lot B of said I.W. Haines Addition; thence northwesterly along the west line of Lot A in Blocks 14 and 21, West Branch, Cedar County, Iowa, to a point of the south right-of-way line of Main Street; thence east along the south right-of-way line of Main Street to the NE corner of Lot 35 in Block 8, Townsend's Division of West Branch, Iowa; thence south to the SE corner of Lot 75 in said Block 8; thence west to the SW corner of Lot 74 in said Block 8; thence south to a point on the north right-of-way line of Water Street; thence west to the west right-of-way line of the abandoned C.R.I. & P Railroad; thence along said east line of said abandoned railroad to a point west of the south line of the property described in Book 234 at Page 173, Records of Cedar County, Iowa; thence east to the south point of said property described in Book 234 at Page 173; thence north along the east line of the property described in Book 234 at Page 173 to a point on the south right-of-way line of Water Street; thence east along to the south right-of-way line to the terminus of Water Street; thence south to the SW corner of that certain property described in Book 530 at Page 262, Records of Cedar County, Iowa; thence southeasterly along the westerly line of the property described in Book 319, Page 109, Records of Cedar County, Iowa, to a point on the corporate limits of the City of West Branch; thence south along said corporate limits to its intersection with the north right-of-way line of Interstate 80; thence west along said north right-of-way line of Interstate 80 to the point of beginning.

Amendment No. 8 also proposes to add the following projects to the Urban Renewal Plan:

Development Agreement for the redevelopment portions of Parkside Hills, West Branch, Iowa, with up to 75% of incremental tax revenue rebates;

A copy of the proposed Amendment No. 8 to the Amended and Restated Urban Renewal Plan is available for review in the Office of the City Clerk.

The City Council invites any and all written comments or comments at the hearing on June 2nd, 2025.

This notice is given by notice of the City Council pursuant to Section 403.5 of the Code of Iowa.

/s/ Leslie Brick, City Clerk

Revised Urban Renewal Slum and Blight Area



NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDMENT TO CHAPTER 165 OF THE WEST BRANCH ZONING ORDINANCE.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the West Branch Planning and Zoning Commission in the Council Chambers at the City Office, located at 110 N. Poplar Street in West Branch, IA at 7:00 p.m. on **Tuesday, May 27, 2025**. The public hearing will add a new section titled **“165.49 Residential Livability Flexible Front Yard Allowances”** and add the language in the aforementioned Chapter 165 “Zoning Regulations”.

All interested persons are invited to attend these meetings and be heard on the aforementioned proposed adoption of the amendment. Further information regarding same may be obtained by contacting the West Branch City Clerk.

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDMENT TO CHAPTER 165 OF THE WEST BRANCH ZONING ORDINANCE.

YOU ARE FURTHER NOTIFIED that a public hearing will be held by the City Council of the City of West Branch, Cedar County, in the Council Chambers at the City Office, located at 110 N. Poplar Street in West Branch, IA at 7:00 p.m. on **Monday, June 2, 2025**. The public hearing will add a new section titled **“165.49 Residential Livability Flexible Front Yard Allowances”** and add the language in the aforementioned of Chapter 165 “Zoning Regulations”.

All interested persons are invited to attend these meetings and be heard on the aforementioned proposed adoption of the amendment. Further information regarding same may be obtained by contacting the West Branch City Clerk.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM: Second Reading Ordinance 828 – Amending Chapter 18 – City Clerk.
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PREPARED BY: City Clerk, Leslie Brick
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DATE: May 20, 2025

SUMMARY: West Branch Code of Ordinance update:

(Current language)

18.01 APPOINTMENT.

The City Administrator is ex officio City Clerk and has the duties, powers, and functions prescribed in this chapter, by State law, and other ordinances of the City.

(New language)

18.01 APPOINTMENT.

The Council shall appoint by majority vote a City Clerk to serve at the discretion of the Council and has the duties, powers, and functions prescribed in this chapter, by State law, and other ordinances of the City.

18.02 COMPENSATION. (add this section to be consistent with CA and FO positions)

The City Clerk is paid such compensation as specified by resolution of the Council.

ORDINANCE NO. 828

AN ORDINANCE AMENDING CHAPTER 18 – CITY CLERK

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

Section 1. Amendment. Section 18.01 is hereby amended by deleting it in its entirety and replacing it with the following:

18.01 APPOINTMENT.

The **Council shall appoint by majority vote a City Clerk to serve at the discretion of the Council** and has the duties, powers, and functions prescribed in this chapter, by State law, and other ordinances of the City.

(Insert new section after current subsection)

18.02 COMPENSATION.

The City Clerk is paid such compensation as specified by resolution of the Council.

Renumber all remaining sections after these changes.

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

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof no adjudged invalid or unconstitutional.

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

Passed and approved this ____ day of _____, 2025.

First Reading: May 19, 2025

Second Reading: June 2, 2025

Third Reading:

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

MEETING DATE: June 2, 2025

AGENDA ITEM:	First Reading Ordinance 829 – Amending Chapter 165 of the Code of Ordinances by Incorporating Residential Livability Flexible Front Yard Allowances.
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PREPARED BY:	City Administrator, Adam Kofoed
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DATE:	May 23, 2025
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SUMMARY: West Branch Code of Ordinance update:

The city's comprehensive plan encourages innovative zoning strategies as a community priority. By permitting livable areas of a home, like front porches or living rooms, to be built closer to the sidewalk, we can revive traditional neighborhood designs that prioritize human connection and street-level engagement. In contrast, modern development patterns often place garages as the most prominent feature of the home, which can diminish the sense of community and small-town charm.



Garages in front.

Garages flush with livable spaces.
--



ORDINANCE NO. 829

**AN ORDINANCE AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES BY
INCORPORATING RESIDENTIAL LIVABILITY FLEXIBLE FRONT YARD
ALLOWANCES.**

WHEREAS, the City's comprehensive plan encourages the use of zoning techniques to preserve the city's small town identity;

WHEREAS, it has been determined that the strict application of the zoning code may prevent the city's goal in preserving the small town identity; and

WHEREAS, the City has drafted an ordinance to allow for flexible front yard allowances in residential districts.

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

Section 1. Amendment. Chapter 165 of the Code of Ordinances is hereby amended by adding and incorporating Section 165.50, which reads as follows:

"165.50 RESIDENTIAL LIVABILITY FLEXIBLE FRONT YARD ALLOWANCES

1. Residential Livability Flexible Front Yard Allowances: It is the intent of the City's 2019-2020 Comprehensive Plan to encourage community interaction and preserve its small town feel through zoning design techniques.
2. Living Pedestrian Space Minimum Requirements: In all properties located in an R-1 or R-2 District, the base of a living quarter such as a front door, porch, or other pedestrian friendly entrance is allowed a minimum fifteen (15) foot front setback. Garages, storage spaces, and other non-pedestrian friendly entrances must have a twenty-five (25) foot minimum front setback."

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

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

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

Passed and approved this ____ day of _____, 2025.

First Reading: June 2, 2025

Second Reading:

Third Reading:

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

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



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM: First Reading Ordinance 830 – Amending Chapter 41 of the Code of Ordinances Regarding Fireworks.

PREPARED BY: City Attorney, Kevin Olson
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DATE: May 28, 2025

SUMMARY: West Branch Code of Ordinance update:

The Iowa General Assembly passed Senate File 303, which prohibits the City from regulating the use of consumer fireworks, display fireworks and novelties on certain named dates.

Chapter 41 – Public & Private Safety will need to be updated with the following language.

“The use or explosion of consumer fireworks within the City is hereby prohibited except during the following times:

- a. On July 3rd between the hours of 9:00 a.m. and 10:00 p.m.
- b. On July 4th between the hours of 9:00 a.m. and 11:00 p.m.
- c. On December 31st between the hours of 9:00 a.m. and 12:30 a.m. on January 1st.”



STATE OF IOWA
KIM REYNOLDS
GOVERNOR

May 19, 2025

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 303, an Act relating to county and city regulation of consumer fireworks.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds".

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



Senate File 303

AN ACT
RELATING TO COUNTY AND CITY REGULATION OF CONSUMER FIREWORKS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:


Section 1. Section 331.301, subsection 17, Code 2025, is amended to read as follows:


17. The board of supervisors may by ordinance or resolution prohibit or limit the use of consumer fireworks or display fireworks, as described in section 727.2, on any day other than July 3, July 4, and December 31 in accordance with section 727.2, subsection 4, if the board determines that the use of such devices would constitute a threat to public safety or private property, or if the board determines that the use of such devices would constitute a nuisance to neighboring landowners.

Sec. 2. Section 364.2, subsection 6, Code 2025, is amended to read as follows:

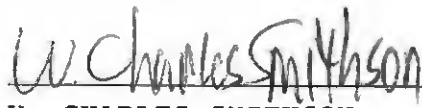
6. A city council may by ordinance or resolution prohibit or limit the use of consumer fireworks, display fireworks, or

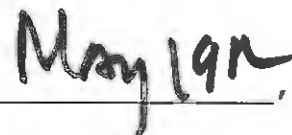
novelties, as described in section 727.2, on any day other than July 3, July 4, and December 31 in accordance with section 727.2, subsection 4.

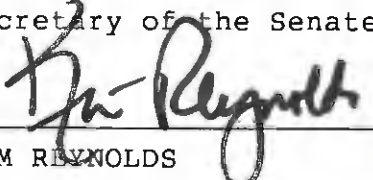

AMY SINCLAIR
President of the Senate


PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 303, Ninety-first General Assembly.


W. CHARLES SMITHSON
Secretary of the Senate

Approved , 2025


KIM REYNOLDS
Governor

ORDINANCE NO. 830

AN ORDINANCE AMENDING CHAPTER 41 OF THE CODE OF ORDINANCES REGARDING FIREWORKS.

WHEREAS, Section 364.2(6) of the Code of Iowa (2025) previously allowed a city to prohibit or limit the use of consumer fireworks, display fireworks or novelties within its city limits; and

WHEREAS, however, the Iowa General Assembly passed Senate File 303, which prohibits the City from regulating the use of consumer fireworks, display fireworks and novelties on certain named dates; and

WHEREAS, it is now necessary for the City Council to amend Chapter 41 of the Code of Ordinances to incorporate said statutory changes.

NOW, THEREFORE, BE IT ORDAINED, as follows:

1. Amendment. Section 41.14(3) of the Code of Ordinances of the City of West Branch is hereby amended by deleting 41.14(3) in its entirety and replacing it with the following:

“3. The use or explosion of consumer fireworks within the City is hereby prohibited except during the following times:

a. On July 3rd between the hours of 9:00 a.m. and 10:00 p.m.

b. On July 4th between the hours of 9:00 a.m. and 11:00 p.m.

c. On December 31st between the hours of 9:00 a.m. and 12:30 a.m. on January 1st.”
2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.
3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

4. Effective Date. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2025.

First Reading: June 2, 2025

Second Reading:

Third Reading:

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk

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

City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Resolution 2025-58 –Setting salaries for appointed officials and employees of the City of West Branch, Iowa for FY26. /Move to action.
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PREPARED BY:	City Administrator, Adam Kofoed
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DATE:	May 20, 2025
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BACKGROUND:

Based on the budget season, each employee will be given a 2.4% cost of living increase as of March 2025.

For the 2.4% estimate please see the following news release from the U.S. Department of Labor - Bureau of Labor Statistics. <https://www.bls.gov/news.release/pdf/cpi.pdf>

Employees in good standing were eligible for an additional 1-2% merit increase. Council has been informed of any exceptions to the merit increases. In addition, some employees may be under an orientation period and are not eligible for a raise this July. Employee evaluations are not public record established by State Code 22.7 of Iowa. Council questions on pay should be directed to the City Administrator or Mayor in private.

RESOLUTION 2025-58

**A RESOLUTION SETTING SALARIES FOR APPOINTED OFFICIALS AND
EMPLOYEES OF THE CITY OF WEST BRANCH, IOWA FOR FISCAL YEAR 2026.**

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

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

<u>Administration</u>	<u>Name</u>	<u>Salary</u>	<u>Status</u>
City Administrator	Adam Kofoed	\$112,599.80	Salaried
Finance Officer	Heidi Van Auken*	\$80,302.30	Salaried
City Clerk	Leslie Brick	\$31.53 / \$65,582.40	Hourly
Deputy/Utility Clerk	Jessica Brown*	\$23.27 / \$48,401.60	Hourly
<u>Police Department</u>	<u>Name</u>	<u>Salary</u>	<u>Status</u>
Police Chief	Greg Hall	\$95,940.00	Salaried
Police Sergeant	Cathy Steen	\$42.38 / \$88,150.40	Hourly
Police Officer	Ryan Dorsey	\$38.86 / \$80,828.80	Hourly
Police Officer	Brad Longlett	\$40.07 / \$83,345.60	Hourly
Police Officer	Paul (Kevin) Bailey	\$39.09 / \$81,307.20	Hourly
Police Officer (part-time)		\$32.80	Hourly
<u>Public Works Department</u>	<u>Name</u>	<u>Salary</u>	<u>Status</u>
Public Works Director	Matt Goodale	\$90,208.65	Salaried
Water /Sewer Operator	Drew Finnegan*	\$32.90 / \$68,432.00	Hourly
Streets Maintenance	Taylor Case	\$22.77 / \$47,361.60	Hourly
Streets Maintenance	Kobe Simon	\$22.77 / \$47,361.60	Hourly
Mowing/maintenance	Gerry Brick	\$19.82	Hourly
<u>Parks & Recreation</u>	<u>Name</u>	<u>Salary</u>	<u>Status</u>
Park & Recreation Director	Erin Laughlin	\$60,461.00	Salaried
<u>Library</u>	<u>Name</u>	<u>Salary</u>	<u>Status</u>
Library Director	Jessica Schafer	\$58,700	Salaried
Library Clerk	Katrina Korsmo	\$19.28 / \$40,102.40	Hourly
Program librarian	Mary Buol (part-time)	\$20.00	Hourly
Program librarian	Becky Knoche (temporary)	\$15.36	Hourly

SECTION 2. Employee’s indicated with an * include Clerk training and certification increases.

SECTION 3. All the above employees are subject to the City of West Branch Employee Handbook applicable to their department.

SECTION 4. This resolution will be effective upon final passage of the City Council.

SECTION 5. The hourly wages and salaries established in this resolution shall be effective July 1, 2025.

Passed and approved this 2nd day of June, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Resolution 2025-59 – Approving the Annual Maintenance Agreement for Information Technology Support with Mainstay Systems of Iowa LLC.
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PREPARED BY:	Leslie Brick, City Clerk
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DATE:	May 20, 2025
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BACKGROUND:

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

MainStay Systems provides IT services for the following city departments:

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

RESOLUTION 2025-59

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

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

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

WHEREAS, it is now necessary to approve said Maintenance Agreement for Fiscal Year 2026.

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

Passed and approved this 2nd day of June, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



STANDARD ON-SITE MAINTENANCE CONTRACT

AGREEMENT START DATE: 07/01/2025

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

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

MAINSTAY SYSTEMS of IOWA LLC.
"MSI"

Cade F.
Curtis

Digitally signed by
Cade F. Curtis
Date: 2025.05.16
09:26:28 -05'00'

City of West Branch
"Client"

Name: Cade F. Curtis

Title: President

Date: 05/14/2025

Name: Roger Laughlin

Title: Mayor

Date:

1. CONTRACT PERIOD

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

2. MAINTENANCE PAYMENTS

Client agrees to pay the monthly maintenance rate of **\$1150** covering all equipment described in Exhibit "A". MSI shall invoice Client annually during the Contract Period for services as stated within. Payment is due in full within thirty (30) days of the invoice date. Late payments are subject to a late fee of 2% per month.

3. MAINTENANCE COVERAGE

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

4. RESPONSE TIME

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

5. TERMINATION OF MAINTENANCE

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

6. NON-COVERED MAINTENANCE

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

7. CLIENT RESPONSIBILITY

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

8. EQUIPMENT INSPECTION

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

9. LIMITATION OF LIABILITY

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

10. GENERAL

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

11. CJIS

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

EXHIBIT A

Level 1:

Watchguard Firewall @ CH

Watchguard Firewall @ PD/FD

Watchguard Firewall@ LIB

1 Server @ Police

1 Server @ City Hall

1 Server @ CCSO

VPN from Police to CCSO

Wi-Fi @ City Hall

Network Wiring

Wi-Fi @ Fire

Router @ Water

All Network Switches

Router @ Parks & Rec

Router @ Cubby Park

Level 2:

5 Laptop PCs @ City Hall

4 Desktops at Police

1 Laptop @ Water Plant

2 Desktops at Fire

4 Laptops @ Police

Library PC's and Laptops

2 laptops @ Public Works

Library Camera System

Cubby Park Camera System

1 Laptop @ Parks and Rec



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Resolution 2025-60 – Approving the Annual Subscription Agreement with Tyler Technologies, Inc. in the amount of \$24,148.41.
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PREPARED BY:	Leslie Brick, City Clerk
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DATE:	May 22, 2025
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BACKGROUND:

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

Over the years, functionality has been added to:

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

RESOLUTION 2025-60

A RESOLUTION APPROVING THE ANNUAL SUBSCRIPTION AGREEMENT WITH TYLER TECHNOLOGIES, INC. IN THE AMOUNT OF \$24,148.41.

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

WHEREAS, the current Subscription Agreement will expire on June 30, 2025; and

WHEREAS, Tyler Technologies, Inc. has proposed to extend the Agreement until June 30, 2026; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves the Annual Subscription Agreement with Tyler Technologies, Inc. in the amount of \$24,148.41.

PASSED AND APPROVED this 2nd day of June, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

**Remittance:**

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

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
025-510551	06/01/2025	1 of 2

Questions:

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



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

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

<i>Cust No.-BillTo-ShipTo</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
45024 - MAIN - MAIN	206355		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: West Branch, IA				
Cycle: Start: 01/Jul/2025, End: 30/Jun/2026				
ERP Pro Financials Annual Fees		1		\$4,480.56
02/Aug/2019	Core Financials Subscription Fees			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
02/Aug/2019	Payroll-Personnel Subscription Fees			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
ERP Pro Utilities Annual Fees		1		\$17,595.91
28/Jan/2020	Incode Utility Billing Online Component - Subscription Fees			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
02/Aug/2019	Utility CIS System Subscription Fees			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
02/Aug/2019	Utility Handheld Meter-Reader Interface Subscription Fees			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
03/Aug/2023	Output Processor Server			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
03/Aug/2023	Forms Overlay			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
30/Jan/2024	Meter Data Sync with Scheduler			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
11/Apr/2024	Additional Handheld Meter-Reader Interface			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
Municipal Justice Annual Fees		1		\$1,230.22
02/Aug/2019	Central Cash Collections - Subscription Fees			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
Third Party System Software		1		\$841.72
02/Aug/2019	System Software Non SQL Maintenance			
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			

**Remittance:**

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

Invoice

Invoice No	Date	Page
025-510551	06/01/2025	2 of 2

Questions:

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

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

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

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
45024 - MAIN - MAIN	206355		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
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****ATTENTION****

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

Subtotal 24,148.41

Sales Tax \$0.00

Invoice Total 24,148.41



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Resolution 2025-61 – Approving an Agreement for solid waste and recycling collection services with Lakeshore Recycling Services LLC.
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PREPARED BY:	Adam Kofoed, City Administrator
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DATE:	May 28, 2025
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BACKGROUND:

City Attorney Olson has prepared the attached agreement with Lakeshore Recycling Services (LRS) which includes a 5-year agreement with the current prices held for the first two years, then a 3.5% for years 3, 4 & 5.

In addition, Olson has added Section 4. Term of Contract – that states the following:

SECTION 4. TERM OF CONTRACT.

This Agreement shall be in force from July 1, 2025, until June 30, 2030, unless terminated as provided herein. There will be a contract and service review after July 1, 2027, to ensure that the elements of the contract are being adhered to. In the event Hauler plans to sell the company, a 6-month notice shall be provided to the City in writing. The written notice shall provide information on the purchasing company including the name of the company and contact information so that we may reach out to discuss a possible contract. The Hauler may not assign this contract without the express, prior written consent of the City.

RESOLUTION 2025-61

**RESOLUTION APPROVING AN AGREEMENT FOR SOLID WASTE AND RECYCLING
COLLECTION SERVICES WITH LAKESHORE RECYCLING SERVICES, LLC.**

WHEREAS, the City of West Branch solicited proposals for the collection of solid waste and recycling throughout the city; and

WHEREAS, the City Council has heretofore deemed it desirable to enter into a five (5) year agreement with Lakeshore Recycling Services, LLC (“LRS”) to provide for the collection of solid waste and recycling in the City; and

WHEREAS, to that end, the City Attorney has drafted an agreement with LRS for the period of July 1, 2025 through June 30, 2030 (the “Agreement”), which now requires the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the Agreement with LRS is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute this Agreement on behalf of the City.

Passed and approved this 2nd day of June, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT is made by and between the City of West Branch, Iowa, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as “City,” and Lakeshore Recycling Services, LLC, 6132 Oakton Street, Morton Grove, Illinois 60053, hereinafter referred to as “Hauler.” In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS.

- a. “Aluminum cans” shall mean disposable aluminum beverage containers.
- b. “Ashes” shall mean the residue from the burning of wood and other non-hazardous combustible material.
- c. “Brush” means woody stems and branches greater than ½-inch in diameter, Evergreen trimmings and thorny brush.
- d. “Bulky waste” shall mean large household appliances including but not limited to stoves, refrigerators, television sets, washing machines, dryers, and other items of similar size, and fixtures and materials too large to fit into a bag or rigid container. Expressly excluded from this definition are tires, hazardous substances, dead animals or batteries.
- e. “City” shall mean the City of West Branch, Iowa.
- f. “Collection bag” shall mean a plastic, watertight bag, securely tied or sealed and not exceeding 35 gallons in size and 40 pounds in weight when full.
- g. “Construction and demolition waste” shall include but not be limited to lumber, roofing material, sheathing, rubble, broken concrete, plaster, brick, conduit, pipe, wire insulation and similar materials which result from a construction, demolition or remodeling process.
- h. “Container” shall mean a closed and waterproof plastic container, varying in size and provided by the Hauler.
- i. “Curbside” shall mean the area adjacent to the curb or travelled portion of the roadway.
- j. “Dwelling unit” shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking and eating.
- k. “Extra refuse” shall mean trash that exceeds the amount of capacity in the container.

- l. “Glass containers” shall mean glass bottles and jars made from clear, green or brown glass. Expressly excluded from this definition is window glass and other non-container glass or glass products, porcelain and ceramic products.
- m. “Hauler” shall mean Lakeshore Recycling Services, LLC.
- n. “Household” shall be composed of persons that reside together in a dwelling unit
- o. “Newspaper” shall mean non-glossy paper of the type commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Soiled newspapers are excluded as recyclable.
- p. “Non-collectible waste” shall mean paint in liquid form, poisons, acids, caustics, explosives and other hazardous substances that may cause damage or injury to collection equipment or personnel, human or animal excrement and dead animals.
- q. “Paper bag” shall mean a paper container that is capable of being shredded and will decompose in a compost pile.
- r. “Residential solid waste” shall mean refuse, recyclables, and bulky waste.
- s. “Refuse” shall mean solid waste such as food waste, trash, rags, ceramics, non-recyclable glass, paper (except unsoiled newspaper), obsolete household goods, non-recyclable plastics and similar items produced or originating within dwelling units. Recyclables shall be treated as refuse if not properly disposed of as set forth herein. Refuse does not mean household generated hazardous substances.
- t. “Recyclables” shall mean designated consumer wastes that are collected and marketed for resources recovery, including unsoiled newspapers, tin and steel cans, aluminum beverage containers, glass containers, and plastic containers.
- u. “Removal” shall mean collection and disposal.
- v. “Tags” shall mean the tag (commonly referred to as a sticker) designated by the City which is placed on extra refuse and bulky waste to indicate that the disposal fee has been paid.
- w. “Tin and steel can” shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

SECTION 2. SCOPE OF WORK.

- a. The Hauler agrees to collect and dispose of Recyclables from each single-family dwelling and two-unit dwelling and condominium unit in the City once each week. The City, in consultation with the Hauler, agrees to update the number of dwelling units covered by this

Agreement every 30 days. The monthly cost per dwelling unit for collecting and disposing of Residential solid waste shall be as set forth in the “Schedule of Fees” attached as Appendix A and made a part of this Agreement by this reference.

b. The Hauler agrees to collect and dispose of all Refuse for each of the dwelling units listed above once each week as requested by the owner or occupant in strict compliance with all applicable laws and regulations. Options for Refuse pickup include:

- A 35-gallon container picked up weekly
- A 65-gallon container picked up weekly

All Refuse, with the exception of extra Refuse, must be placed at the curbside in the containers currently being used by the Hauler. Extra Refuse shall be secured in a collection bag, affixed with a tag and placed on the top of the refuse container. All solid waste disposal unit and monthly fees listed in this Agreement are inclusive of the cost of applicable landfill tipping fees, which are the responsibility of the Hauler, except as noted.

c. The Hauler agrees to collect and dispose of all Recyclables for each of the dwelling units listed above once each week in strict compliance with all applicable laws and regulations. Options for recycling pickup include:

- A 65-gallon container picked up weekly
- A 95-gallon container picked up weekly

d. The Hauler agrees to collect and dispose of all Bulky Waste. Bulky Waste shall be collected by a separate agreement between the Hauler and the owner or occupant of the dwelling unit requesting the disposal of such bulky waste. Billing and payment shall be by separate arrangement between the Hauler and the owner or occupant of the dwelling unit. Bulky Waste shall be charged based upon the schedule listed on Appendix A to this Agreement. The cost of each Tag/Sticker is shown on Appendix A.

e. The Hauler agrees to collect and dispose of all bulky waste for all dwelling units under this contract for annual spring and fall cleanup. Said cleanup events will be held at a central site at a time and place to be coordinated between the City and the Hauler. The City shall pay the Hauler \$500 for each citywide cleanup event. In addition, Hauler’s staff will work the cleanup events.

f. The Schedule of Fees attached hereto (Appendix A) is based on the fee schedule submitted by Hauler. The Schedule of Fees is subject to a 3.5% rate adjustment based on the proposal from Hauler, with the exception of no increase between years 1 and 2 of this Agreement. Any further adjustment with fees shall need to be mutually agreed upon.

SECTION 3. INSUFFICIENT SERVICE PENALTY.

The City reserves the right to impose an insufficient service penalty whenever the Hauler does not begin and complete the above-referenced service during the time period of 7:00 a.m. to 5:00 p.m. on the designated days of collection and the insufficient service is the result of action, inaction, lack of equipment, equipment failure or other circumstances under the control of the Hauler. The penalty imposed may be up to 5 percent of the monthly charge for collection and disposal of refuse and recyclables on all accounts and may include termination of this Agreement for repeat or continuing violations. The City Administrator shall notify the Hauler, in writing, within 10 days of the date of the insufficient service if this penalty provision is to be assessed by the City. The Hauler may appeal the assessment of the penalty to the City Council within 10 days of the date of the written notice. The City Council's decision regarding the imposition of the penalty shall be final. By entering this Agreement, the Hauler waives any rights it may have to argue that said insufficient service penalty is not collectable under common law.

SECTION 4. TERM OF CONTRACT.

This Agreement shall be in force from July 1, 2025, until June 30, 2030, unless terminated as provided herein. There will be a contract and service review after July 1, 2027, to ensure that the elements of the contract are being adhered to. In the event Hauler plans to sell the company, a 6-month notice shall be provided to the City in writing. The written notice shall provide information on the purchasing company including the name of the company and contact information so that we may reach out to discuss a possible contract. The Hauler may not assign this contract without the express, prior written consent of the City.

SECTION 5. COLLECTION SERVICE REQUIREMENTS.

- a. The Collection of residential solid waste shall be confined to Friday and such collection shall occur between the hours of 7:00 a.m. and 5:00 p.m. on any collection day. Saturday collection shall be allowed in a week in which New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day are observed on the aforementioned weekdays. The Hauler shall propose the exact hours, within the above hourly limits and days, during the week for residential solid waste collection and disposal.
- b. Routes of collection will be determined by the Hauler and subject to City approval. Collections will be made on the same days of each week and the Hauler shall travel said route in the same direction and manner each collection day.
- c. If the collection day falls on the observance of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day, the Hauler may elect to collect the residential solid waste on the day before or after the holiday. If the Hauler elects to collect the residential solid waste on the day before or after the holiday, the Hauler shall post and publish as hereinafter provided the Hauler's holiday collection schedule, provided it is approved by the City.

- d. The Hauler shall provide sufficient personnel and equipment to complete the collection of all refuse and recyclable waste in any established collection district within the City on the approved schedule.
- e. The Hauler agrees to perform all work described above without any further compensation, except as provided in this Agreement, from any individuals living within the three property classifications listed in Section 2, except as herein provided for collection and disposal of bulky waste.
- f. All solid waste and recyclable material collected by the Hauler shall become the property of the Hauler at the time of collection.
- g. The Hauler shall remove from the City all residential solid waste collected each week and dispose of the same outside of the City at a licensed landfill or other approved disposal or recycling center. The City shall retain the right to approve or otherwise determine the disposal locations and recycling centers, which approval shall not be unreasonably withheld.
- h. The Hauler shall not be required to remove construction materials and other waste materials from the construction, alteration, repair, moving or demolition of a building or from the promotion or development of property by a real estate or commercial agent or from commercial, industrial or manufacturing establishments.

SECTION 6. VEHICLES

- a. All trucks, trailers and other equipment used to collect, haul or transport solid residential waste shall at all times be kept clean, in good repair and well painted.
- b. Each collection vehicle shall be constructed and used in such a manner so that solid residential waste will not blow, fall or leak out of the vehicle. The Hauler shall use mechanical packer trucks or equipment that, in the reasonable estimation of the City, will perform equal to a packer type of truck.
- c. The name of the Hauler and its phone number shall be painted or printed in legible letters on both sides of all vehicles, equipment and conveyances used in the City in performance of this Agreement.
- d. Upon notification in writing by the City Administrator that any designated truck, trailer or other equipment or vehicle is not in reasonable compliance with this Agreement, such truck, trailer, or other vehicle or equipment shall be forthwith removed from service by the Hauler and not returned to service in the City until it has been inspected for compliance and approved by the City Administrator which approval shall not be unreasonably withheld.

- e. The Hauler shall submit an Equipment List prior to July 1, 2025, and shall update the same annually, all of which shall be a part of this Agreement by this reference.

SECTION 7. CONTAINERS

- a. Upon approval of the Agreement the Hauler shall continue to provide each dwelling unit with one container for recycling and one container for refuse at no cost to the owner/occupant. Each container will have a hinged lid. Container sizes for each dwelling unit will be determined by the owner/occupant based on the options included in Section 2 of this Agreement. All containers used by Hauler will remain property of the Hauler.
- b. Recyclables may be commingled in recyclable containers.
- c. The containers shall remain the property of the Hauler. If the owner/occupant of the dwelling unit loses or destroys the container by misuse, a charge for replacement may apply. If a container deteriorates by reason of time, normal use, weather, or a container is damaged by reason of an act of God or other act beyond the owner's/occupant's control, said owner/occupant shall obtain a replacement container from the Hauler at no cost.
- d. The owner/occupant can change the size of the containers one (1) times within the first 60 days of occupancy at no charge. After the initial grace period, an increase or decrease in the size of the refuse or recyclable container will result in a charge to the owner/occupant in the amount to \$30.00.

SECTION 8. OFFICE FOR INQUIRIES AND COMPLAINTS.

- a. The Hauler shall maintain an office within Johnson County and shall maintain a local telephone number therein listed in the local directory in the name of the Hauler as it appears in the Agreement. The Hauler shall at all times during the hours between 8:00 a.m. and 5:00 p.m. on each day that residential solid waste is collected have an employee at said office authorized to answer inquiries and receive complaints.
- b. If a dwelling unit is missed, not by the fault of the dwelling unit owner/occupant, the Hauler shall collect said dwelling unit no later than 24 hours following the date and time of notification, provided that said is not a Sunday or a holiday. If the following day is Sunday or a holiday, the Hauler shall collect the missed dwelling unit on the next following workday.

SECTION 9. METHOD OF PAYMENT.

- a. The City will act as billing and collection agent for the Hauler for the costs of collection and disposal of Recyclables and Refuse. All monthly Refuse and Recycling Fees collected by the City shall be paid to the Hauler within 30 days of receipt of the invoice from the Hauler for the preceding month's service.
- b. In addition, the Hauler shall be responsible for the sale and collection of revenue for all tags defined therein. There shall be no markup of the rate per tag by any sales outlet that

engages in the sale of said tags other than that approved by the City. Tags will be sold at outlets that agree to sell the Tags. The Hauler shall be responsible for the printing of the Tags, as currently in use by the Hauler.

c. Any disputes or alleged discrepancies in billing or collection shall be mutually resolved by the Hauler and the Finance Officer.

SECTION 10. STATUTES AND REGULATIONS

The Hauler shall at all times comply with all applicable provisions of the West Branch Code of Ordinances and amendments thereto that may be enacted by the City Council. In addition, the Hauler shall comply with all applicable laws and regulations of Cedar and Johnson Counties, the State of Iowa, and the United States now in effect or hereinafter enacted.

SECTION 11. PERMITS AND LICENSES

The Hauler shall obtain and maintain all permits and licenses required by the City, County and State necessary to provide the above-referenced collection, hauling and disposal services. If the necessary permits and licenses are not obtained or maintained by the Hauler, the City may terminate this Agreement. Copies of all above-referenced permits and licenses will be provided to the City.

SECTION 12. INSURANCE AND INDEMNIFICATION.

a. The Hauler shall assume responsibility and shall indemnify, defend and hold harmless the City, its employees and appointed officials, for any and all damage to property or injuries to persons, including accidental death, which is caused directly or indirectly by the Hauler's performance under this Agreement, whether such performance is by the Hauler, its agents, employees or assigns.

b. The insurance to be maintained by the Hauler shall be written as follows:

i. **Worker's Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below:

Iowa Benefits	Statutory
Employers Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit

This insurance must include the following features:

- A. Endorsed to waive all rights of subrogation against the City.
- B. Endorsed to provide 30 days' notice prior to cancellation.

ii. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products – Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$100,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Include the City as an additional insured for products and completed operations for 3 years (construction projects).
- C. Endorsed to provide 30 days' notice prior to cancellation.
- D. Endorsed to waive all rights of subrogation against the City.
- E. Advertising Injury.
- F. Operations by independent contractors.
- G. Contractual Liability coverage.

iii. **Automobile Liability Insurance** coverage with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident.

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Endorsed to waive all rights of subrogation against the City.
- C. Insurance must include Contractual Liability.
- D. Include coverage for all owned, non-owned, hired and leased vehicles (or any vehicle used in connection with the operations covered under this Agreement).
- E. Endorsed to provide 30 days' notice prior to cancellation.

iv. **Umbrella/Excess Liability Insurance** limits of not less than \$2,000,000 each occurrence and \$2,000,000 aggregate are required.

This insurance must include the following features:

- A. Include the City as an additional insured.
- B. Endorsed to provide 30 days' notice prior to cancellation.

v. The insurance company and the Hauler expressly agree and state that the purchase of this policy of insurance by the Hauler will not waive any of the

defenses of governmental immunity available to the City under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

vi. Insurance Certificates. Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably accepted to the City. These insurance policies shall not be canceled without at least a 30-days prior written notice to the City. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City prior to the commencement of their operations.

c. The Hauler shall name the City as an additional insured on said insurance and shall furnish evidence of the same to the City Administrator. The insurance policy shall include a 30-day notice to the City in the event of cancellation or change in the terms of the policy.

d. The Hauler shall maintain and file with the City certificates of insurance showing insurance amounts in compliance with this Section to be in full force and effect for the entire term of this Agreement. Violations of this Section, whether the fault of the Hauler or not, shall be grounds for immediate termination of this Agreement.

SECTION 13. PERSONAL LIABILITY

a. No member of the City Council or other city official, employee or agent of the City shall be personally responsible for any liability arising under this Agreement.

b. Nothing in the document or any contract entered into with the City shall be deemed to make an employee or officer of the Hauler an employee of the City.

SECTION 14. TERMINATION.

a. The breach of any of the terms and conditions of this Agreement by either party shall be grounds for the cancellation and termination of this Agreement. Prior to termination, the party shall provide written notice of said breach and a ten (10) day opportunity to cure said breach. Said notice of breach shall be sent in the manner provided for in Section 15 below. The City, upon such termination, shall have the right to contract with other parties to perform the obligations as provided herein and in such event, the Hauler agrees that the City shall hold the Hauler and its surety liable for any costs for performing such work in excess of the cost to the City if the Hauler had continued to perform in the manner anticipated at the time this contract was awarded.

b. Failure to comply with the terms of this Agreement relative to the collection and disposal of residential solid waste and recyclables on the part of the Hauler by reason of weather, major disaster, epidemic, or other emergency within the City beyond control of the Hauler as reasonably determined by the City Administrator shall not constitute a breach of this Agreement nor be grounds for termination of this Agreement.

SECTION 15. NOTICES.

The parties may be notified or contacted at the following address and phone numbers:

City Administrator
City of West Branch
110 N. Poplar Street
PO Box 218
West Branch, Iowa 52358
(319) 643-5888

Matt Foster
Lakeshore Recycling Services, LLC
970 238th Street
North Liberty, Iowa 52317
(319) 930-1445

All notices under this section may be hand delivered or sent via U.S. Mail, postage prepaid, and shall be deemed delivered upon hand delivery or after three (3) days have passed once a notice is dropped in a U.S. Mail depository, postage prepaid, by the party sending the notice.

DATED this ____ day of _____, 2025.

CITY OF WEST BRANCH, IOWA:

LAKESHORE RECYCLING
SERVICES, LLC:

By: _____
Roger Laughlin, Mayor

By: _____

Print name and title

ATTEST:

By: _____
Leslie Brick, City Clerk

APPENDIX A

SCHEDULE OF FEES

	Jul '25	Jul '26	July '27 + 3.5%	Jul '28 + 3.5%	Jul '29 + 3.5%
Trash – 35 gallon	\$12.75	\$12.75	\$13.20	\$13.66	\$14.14
Recycling 65/95 gallon	\$ <u>4.75</u>	\$ <u>4.75</u>	\$ <u>4.92</u>	\$ <u>5.09</u>	\$ <u>5.27</u>
Total Monthly Cost	\$17.50	\$17.50	\$18.12	\$18.75	\$19.41
Trash – 65 gallon	\$14.75	\$14.75	\$15.27	\$15.80	\$16.35
Recycling 65/95 gallon	\$ <u>4.75</u>	\$ <u>4.75</u>	\$ <u>4.92</u>	\$ <u>5.09</u>	\$ <u>5.27</u>
Total Monthly Cost	\$19.50	\$19.50	\$20.19	\$20.89	\$21.62
Bulky Waste					
Individual Tag/Sticker	\$3.00				



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Resolution 2025-62 – Awarding General Obligation Corporate Purpose Bonds, Series 2025.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 27, 2025
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SUMMARY:

Dorsey & Whitney has prepared and attached the necessary proceedings to be used at the June 2, 2025, City Council meeting to report the bids received and to adopt the resolution approving the sale of General Obligation Corporate Purpose Bonds, Series 2025 (the “Bonds”) to the best bidder.

RESOLUTION 2025-62

RESOLUTION AWARDING GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2025

WHEREAS, the City of West Branch (the “City”), in Cedar and Johnson Counties, State of Iowa, heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$4,150,000 pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sidewalk, sanitary sewer system and storm water drainage improvements; and (b) acquiring and installing street lighting, signage and signalization improvements, and has published notice of the proposed action and has held a hearing thereon on April 21; 2025; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2025 (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc. as municipal advisor (the “Municipal Advisor”) as to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of [REDACTED], [REDACTED] (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Branch, Iowa, as follows:

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the “Sale Agreement”) of the Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting to be held on June 16, 2025.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

RESOLUTION 2025-62 (continued)

Passed and approved June 2, 2025.

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk

• • • •

Upon motion and vote, the meeting was adjourned.

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Resolution 2025-63 - Approving and Adopting Amendment No. 8 to the Amended and Restated Urban Renewal Plan.
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PREPARED BY:	City Attorney, Kevin Olson
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DATE:	May 28, 2025
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SUMMARY:

The City Clerk published and posted a public hearing notice on the proposed amendment #8 of the Amended and Restated Urban Renewal Plan on May 15, 2025. The City of West Branch held a Consultation among the taxing entities on May 27, 2025. The City Council held a public hearing on the matter at the June 2, 2025 City Council meeting.

Having received no written comments, Amendment No. 8 to the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area includes:

Amendment No. 8 designates a large portion of Parkside Hills as a slum and blighted area, is hereby added to the Urban Renewal Plan and reads as follows;

As to those areas of Additional Property to be included within the West Branch Urban Renewal Area to be acquired by the City:

- i. With reference to those portions thereof which are to be developed for non-residential uses, the City Council hereby determines that such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.
- ii. With reference to those portions that are to be developed as residential uses this Council has determined that a shortage of housing of sound standards and designs exists; and that the acquisition of the areas for residential development are part of, and essential to the program outlined in the municipality's comprehensive plan; and that the following conditions do exist:
 - a. That the provision of public improvements related to housing and residential development will encourage the retention and relocation of industrial and commercial development to the City;

b. That the acquisition of the area is necessary to provide for the construction of housing for low-and-moderate income families.

c. That the conditions of blight in the in the City and the shortage of decent, safe and affordable housing in the area constitute a threat to the public health, safety and welfare of the City.

Amendment #8 adds the following project to the Amended and Restated Urban Renewal Plan:

31) Development Agreement with Parkside Partners LLC for development and redevelopment of portions of Parkside Hills - 75% tax increment rebates for twenty years or up to \$10.6 million.

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5127, Coralville, Iowa 52241 (319)248-1700
Return to: City of West Branch, Iowa, 110 N. Poplar Street, PO Box 218, West Branch, Iowa 52358

RESOLUTION 2025-63

RESOLUTION APPROVING AND ADOPTING AMENDMENT NO. 8 TO THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE WEST BRANCH URBAN RENEWAL AREA.

WHEREAS, City Staff has caused there to be prepared an Amendment No. 8 to the Amended and Restated Urban Renewal Plan (the Plan, along with all amendments thereto, being referred to collectively as the “Urban Renewal Plan”) for the West Branch Urban Renewal Area, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to specifically outline projects to be constructed or which the City will cause to be constructed in said West Branch Urban Renewal Area; and

WHEREAS, it is desirable that these areas be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, adoption of Amendment No. 8 to the Amended and Restated Plan for the West Branch Urban Renewal Area is in conformity with the general plan for development of the City as a whole; and

WHEREAS, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 8 to the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area and the division of revenue described therein, and that notice of said consultation and a copy of the proposed Amendment No. 8 to the Amended and Restated Plan be sent to all affected taxing entities; and

WHEREAS, as part of said Amendment No. 8, the following property, to be designated as a slum and blighted area, is hereby added to the Urban Renewal Plan:

Beginning at the SW corner of Lot 14, Parkside Hills, West Branch, Iowa; thence north along said west line of said Lot 14 to the south right-of-way line of Elm Street; thence east along the southerly right-of-way line of Elm Street to a point south of the SE corner of Unit 3B of Lot 3, Parkside Hills, West Branch, Iowa; thence west of the SE corner of Outlot A, Cookson

Subdivision, West Branch, Iowa; thence north along the east side of said Outlot A to the north right-of-way line of Cookson Street; thence east along the north right-of-way line of Cookson Street to the SW corner of Lot 1, Stoolman's 1st Addition to West Branch; thence north to the NE corner of Lot 18 in Block 4, I.W. Haines to West Branch; thence west to the NW corner of Lot 11 in Block 4 in said Haines Addition; thence north to the SE corner of Lot M of Block 1 of Lot B in I.W. Haines Addition; thence east to the SE corner of Lot N of Block 1 of Lot B of said I.W. Haines Addition; thence north to the north right-of-way line of Beranek Drive; thence west along the north right-of-way line of Beranek Drive to the west right-of-way line of 2nd Street; thence north to the NW corner of Lot F of Block 1 of Lot B of said I.W. Haines Addition; thence east to the NW corner of Lot C of Block 1 of Lot B of said I.W. Haines Addition; thence northwesterly along the west line of Lot A in Blocks 14 and 21, West Branch, Cedar County, Iowa, to a point of the south right-of-way line of Main Street; thence east along the south right-of-way line of Main Street to the NE corner of Lot 35 in Block 8, Townsend's Division of West Branch, Iowa; thence south to the SE corner of Lot 75 in said Block 8; thence west to the SW corner of Lot 74 in said Block 8; thence south to a point on the north right-of-way line of Water Street; thence west to the west right-of-way line of the abandoned C.R.I. & P Railroad; thence along said east line of said abandoned railroad to a point west of the south line of the property described in Book 234 at Page 173, Records of Cedar County, Iowa; thence east to the south point of said property described in Book 234 at Page 173; thence north along the east line of the property described in Book 234 at Page 173 to a point on the south right-of-way line of Water Street; thence east along to the south right-of-way line to the terminus of Water Street; thence south to the SW corner of that certain property described in Book 530 at Page 262, Records of Cedar County, Iowa; thence southeasterly along the westerly line of the property described in Book 319, Page 109, Records of Cedar County, Iowa, to a point on the corporate limits of the City of West Branch; thence south along said corporate limits to its intersection with the north right-of-way line of Interstate 80; thence west along said north right-of-way line of Interstate 80 to the point of beginning;

the ("Additional Property"); and

WHEREAS, the West Branch Planning and Zoning Commission has heretofore reviewed said Amendment No. 8, including the inclusion of the Additional Property to the Urban Renewal Plan, pursuant to published notice of the same; and

WHEREAS, pursuant to such notice and Section 403.5 of the Code of Iowa, the consultation was duly ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in this report of the City Administrator filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution, this Council also set a public hearing on the adoption of the Amendment No. 8 to the Amended and Restated Plan for the West Branch Urban Renewal Area for this meeting of the Council, and due and proper notice of said public hearing was given, as provided by law, by timely publication in the West Branch Times, which notice set forth the time and place for this hearing and nature and purpose thereof; and

WHEREAS, in accordance with said notice, all persons or organizations desiring to be heard on said proposed Amended and Restated Urban Renewal Plan, including the designation of the Additional Property as a “slum and blighted area,” both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and said public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area concerning the area of the City of West Branch, Iowa described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of the Council for this area.

Section 2. This Council further finds:

- a. That the Additional Property is hereby incorporated and included in the Urban Renewal Plan to be designated as a slum and blighted area within the meaning of Section 403.17 of the Code of Iowa;
- b. That any of the Additional Property which was previously included in Amendment No. 5 to the Amended and Restated West Branch Urban Renewal Plan are by this Resolution hereby deleted as part of Amendment No. 5 and are hereby included in said Amendment No. 8;
- c. That the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area of the City of West Branch, Iowa, conform to the general plan for the development of the City as a whole; and
- d. As to those areas of Additional Property to be included within the West Branch Urban Renewal Area to be acquired by the City:
 - i. With reference to those portions thereof which are to be developed for non-residential uses, the City Council hereby determines that such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.
 - ii. With reference to those portions that are to be developed as residential uses this Council has determined that a shortage of housing of sound standards and designs exists; and that the acquisition of the areas for residential development are part of, and essential to the program outlined in the municipality’s comprehensive plan; and that the following conditions do exist:

- a. That the provision of public improvements related to housing and residential development will encourage the retention and relocation of industrial and commercial development to the City;
- b. That the acquisition of the area is necessary to provide for the construction of housing for low-and-moderate income families.
- c. That the conditions of blight in the in the City and the shortage of decent, safe and affordable housing in the area constitute a threat to the public health, safety and welfare of the City.

Section 3. That Amendment No. 8 to the Amended and Restated Plan for the West Branch Urban Renewal Area of the City of West Branch, Iowa, be and the same is hereby approved and adopted and said amendment to the Amended and Restated Urban Renewal Plan is hereby in all respects approved.

Section 4. That Amendment No. 8 to the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area shall be in full force and effect from the date of this Resolution until the later of the date of termination set forth in the Plan as so amended, or the date on which payment of all obligations issued or advances made to carry out the purposes thereof shall be fully provided for. Said Amendment No. 8 to the Amended and Restated Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this resolution, to the Recorder for Cedar County, Iowa, to be filed and recorded in the manner provided by law.

Passed and approved this 2nd day of June, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

**AMENDMENT NO. 8 TO THE WEST BRANCH AMENDED AND RESTATED
URBAN RENEWAL PLAN**

WHEREAS, the City Council of the City of West Branch, via Resolution 1454, passed and approved on May 2, 2016, adopted the Amended and Restated West Branch Urban Renewal Plan, and recorded in Book 2016 at page 1268, Records of the Cedar County Recorder's Office; and

WHEREAS, the City Council of the City of West Branch, via Resolution 1740, passed and approved on September 17, 2018, adopted **Amendment No. 1** to the Amended and Restated West Branch Urban Renewal Plan; and

WHEREAS, the City Council of the City of West Branch, via Resolution 1773, passed and approved on January 22, 2019, adopted **Amendment No. 2** to the Amended and Restated West Branch Urban Renewal Plan, and

WHEREAS, the City Council of the City of West Branch, via Resolution 1969, passed and approved on January 4, 2021, adopted **Amendment No. 3** to the Amended and Restated West Branch Urban Renewal Plan; and

WHEREAS, the City Council of the City of West Branch, via Resolution 2022-20, passed and approved on March 7, 2022, adopted **Amendment No. 4** to the Amended and Restated West Branch Urban Renewal Plan; and

WHEREAS, the City Council of the City of West Branch, via Resolution 2022-38, passed and approved on May 2, 2023, adopted **Amendment No. 5** to the Amended and Restated West Branch Urban Renewal Plan; and

WHEREAS, the City Council of the City of West Branch, via Resolution 2023-108, passed and approved on October 16, 2023, adopted **Amendment No. 6** to the Amended and Restated West Branch Urban Renewal Plan; and

WHEREAS, the City Council of the City of West Branch, via Resolution 2024-104, passed and approved on October 7, 2024, adopted **Amendment No. 7** to the Amended and Restated West Branch Urban Renewal Plan; and

WHEREAS, the City Council has deemed it necessary and desirable to add additional property to the Urban Renewal Area and Urban Renewal Projects to the Amended and Restated West Branch Urban Renewal Plan.

NOW, THEREFORE, the West Branch Amended and Restated Urban Renewal Plan, dated May, 2016, is hereby amended as follows:

1. In Section III, the following additional property is added to the West Branch Urban Renewal Area to be designated as slum and blight area:

Beginning at the SW corner of Lot 14, Parkside Hills, West Branch, Iowa; thence north along said west line of said Lot 14 to the south right-of-way line of Elm Street; thence east along the southerly right-of-way line of Elm Street to a point south of the SE corner of Unit 3B of Lot 3, Parkside Hills, West Branch, Iowa; thence west of the SE corner of Outlot A, Cookson Subdivision, West Branch, Iowa; thence north along the east side of said Outlot A to the north right-of-way line of Cookson Street; thence east along the north right-of-way line of Cookson Street to the SW corner of Lot 1, Stoolman's 1st Addition to West Branch; thence north to the NE corner of Lot 18 in Block 4, I.W. Haines to West Branch; thence west to the NW corner of Lot 11 in Block 4 in said Haines Addition; thence north to the SE corner of Lot M of Block 1 of Lot B in I.W. Haines Addition; thence east to the SE corner of Lot N of Block 1 of Lot B of said I.W. Haines Addition; thence north to the north right-of-way line of Beranek Drive; thence west along the north right-of-way line of Beranek Drive to the west right-of-way line of 2nd Street; thence north to the NW corner of Lot F of Block 1 of Lot B of said I.W. Haines Addition; thence east to the NW corner of Lot C of Block 1 of Lot B of said I.W. Haines Addition; thence northwesterly along the west line of Lot A in Blocks 14 and 21, West Branch, Cedar County, Iowa, to a point of the south right-of-way line of Main Street; thence east along the south right-of-way line of Main Street to the NE corner of Lot 35 in Block 8, Townsend's Division of West Branch, Iowa; thence south to the SE corner of Lot 75 in said Block 8; thence west to the SW corner of Lot 74 in said Block 8; thence south to a point on the north right-of-way line of Water Street; thence west to the west right-of-way line of the abandoned C.R.I. & P Railroad; thence along said east line of said abandoned railroad to a point west of the south line of the property described in Book 234 at Page 173, Records of Cedar County, Iowa; thence east to the south point of said property described in Book 234 at Page 173; thence north along the east line of the property described in Book 234 at Page 173 to a point on the south right-of-way line of Water Street; thence east along to the south right-of-way line to the terminus of Water Street; thence south to the SW corner of that certain property described in Book 530 at Page 262, Records of Cedar County, Iowa; thence southeasterly along the westerly line of the property described in Book 319, Page 109, Records of Cedar County, Iowa, to a point on the corporate limits of the City of West Branch; thence south along said corporate limits to its intersection with the north right-of-

way line of Interstate 80; thence west along said north right-of-way line of Interstate 80 to the point of beginning.

2. In Section VI, entitled Urban Renewal Projects, the following Projects is hereby added and incorporated into the West Branch Amended and Restated Urban Renewal Plan:

31) Development Agreement with Parkside Partners LLC for development and redevelopment of portions of Parkside Hills - 75% tax increment rebates for twenty years or up to \$10.6 million.
--

3. Except as modified by this Amendment No. 8, the provisions of the Amended and Restated Urban Renewal Plan dated May, 2016, and Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 and Amendment No. 7 are hereby ratified, affirmed and approved and shall remain in full force and effect.

4. This Amendment No. 8 to the Urban Renewal Plan shall be in full force and effect upon adoption by the City Council, and shall be referred to as “Amendment No. 8 to the Amended and Restated West Branch Urban Renewal Plan.”

5. Any parts of the Amended and Restated Urban Renewal Plan in conflict with the provisions of this Amendment No. 8 are hereby repealed.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Resolution 2025-64 - Approving the Revised Site Plan for Lot 9 Parkside Hills-Fourth Addition, West Branch, Iowa.
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PREPARED BY:	Leslie Brick, City Clerk
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DATE:	May 28, 2025
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SUMMARY:

Brian Shay, owner of MLS Custom Homes purchased the eastern most lots of Lot 9, Parkside Hills-Third Addition, now known as Parkside Hills-Fourth Addition. Shay is proposing to construct two (2) eight (8) unit town homes on lots 1 – 16.

Shay discussed his proposal with the City Council on December 2, 2024 and presented his conceptual plans. Shay proposed a different concept from the original developer (Advantage Development) which increases the density, adds additional driveway space, and increases the number of beds and baths. The Council liked Shay's proposal and gave their verbal approval for Shay to proceed with his plans.

Shay has submitted Revised Site Plan and Final Plat to Planning & Zoning who reviewed the proposal at their May 27, 2025 meeting.

RECOMMENDATION:

The Planning & Zoning Commission, along with City Engineer Dave Schechinger approved the changes but with recommendations.

RESOLUTION 2025-64

**RESOLUTION APPROVING THE REVISED SITE PLAN FOR LOT 9 PARKSIDE
HILLS-FOURTH ADDITION, WEST BRANCH, IOWA.**

WHEREAS, MLS Custom Homes. (“MLS”), is the owner of Lot 9, Parkside Hills-Fourth Addition, (Lots 1-16) West Branch, Iowa (the “Property”); and

WHEREAS, MLS has submitted a proposed Site Plan for the Property; and

WHEREAS, the City Engineer and Planning and Zoning Commission has reviewed said Site Plan and recommended approval of the same; and

WHEREAS, said Site Plan complies with the requirements of Chapter 167 of the Code of Ordinances of the City of West Branch.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the site plan from MLS Custom Homes. for Lot 9, Parkside Hills-Fourth Addition, West Branch, Iowa, is hereby approved.

Passed and approved this 2nd day of June, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

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

Date Revision

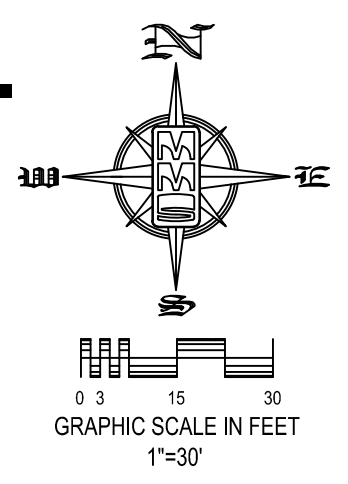
SITE PLAN

PARKSIDE HILLS - FOURTH ADD.

WEST BRANCH, IOWA

PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

OWNER/APPLICANT
MLS CUSTOM HOMES
1701 GREEN OAK PASS
TIFFIN, IA 52340



KEYNOTE	DETAIL
1	INSTALL DRIVEWAY (SEE PAVING LEGEND TABLE THIS SHEET FOR THICKNESS AND MATERIAL)
2	INSTALL THICKENED EDGE SIDEWALK
3	INSTALL 4" PCC SIDEWALK
4	EXISTING MAILBOX CLUSTER
5	INSTALL ADA RAMP
6	CONNECT TO 3" ROLL CURB

LEGAL:
PARKSIDE HILLS - FOURTH ADDITION, WEST BRANCH, CEDAR COUNTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF, CONTAINING 1.07 ACRES AND SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

SITE DEVELOPMENT SUMMARY:
ZONING: PUD
SQUARE FOOTAGE: 46,514 SF
PROPOSED USE: RESIDENTIAL
DEVELOPMENT CHARACTERISTICS:
PARKSIDE HILLS - FOURTH ADDITION IS TO CONSIST OF 2 (TWO) PROPOSED 8-PLEX BUILDINGS WITH A TOTAL OF 16 UNITS LOCATED ON A 1.07 ACRE LOT.

DEVELOPMENT SCHEDULE
APPLICANT PLANS TO BEGIN CONSTRUCTION ON SUMMER 2025, WITH AN ESTIMATED COMPLETION DATE IN SUMMER 2026.

TOTAL LOT AREA	46,514 S.F. (100%)
TOTAL IMPERVIOUS AREA	23,762 S.F. (51.1%)
TOTAL OPEN AREA	22,752 S.F. (48.9%)
PROPOSED BUILDING AREA	14,640 S.F. (31.5%)
PROPOSED PAVING AREA	8,297 S.F. (17.8%)
EXISTING PAVING AREA	825 S.F. (1.8%)

LOT REQUIREMENTS:
FRONT YARD SETBACK (PUBLIC) - ELM STREET 15 FEET
FRONT YARD SETBACK (PRIVATE) - HICKORY DRIVE 15 FEET*
CORNER SIDE YARD (PRIVATE) - HICKORY DRIVE 20 FEET*
SIDE YARD SETBACK 7 FEET
REAR YARD SETBACK 20 FEET

*MEASURED FROM TOP OF CURB, BACK OF SLAB

PARKING REQUIREMENTS:
2 SPACES PER UNIT/ 16 UNITS (48 BEDROOM TOTAL)
8-PLEX UNITS: 16 UNITS WITH 3 BEDROOMS/UNIT = 48 BEDROOMS
2*(16) = 32 SPACES
TOTAL PARKING REQUIRED = 32 SPACES
TOTAL PARKING PROVIDED = 32 SPACES (16 GARAGE STALLS & 16 DRIVEWAY SPACES)

SITE LIGHTING SHALL BE PROVIDED ON THE SIDES OF THE BUILDING.

SHEET INDEX
C120 SITE LAYOUT AND DIMENSION PLAN
C121 LOT EXHIBIT
C140 GRADING AND EROSION CONTROL PLAN AND SWPPP
C141 DETAILED GRADING PLAN - NORTH HALF
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C160 UTILITY PLAN
C500 GENERAL NOTES AND DETAILS
L100 LANDSCAPE PLAN

POINT	ELEVATION	DATUM	DESCRIPTION
NO. 1	768.968	NAVD88	BOLT ARROW HEAD FOUND AT NORTHING 614540.67, EASTING 2228751.20. MMS POINT 14466.
NO. 2	751.157	NAVD88	BOLT ARROW HEAD FOUND AT NORTHING 614627.10, EASTING 2229386.31. MMS POINT 15486.

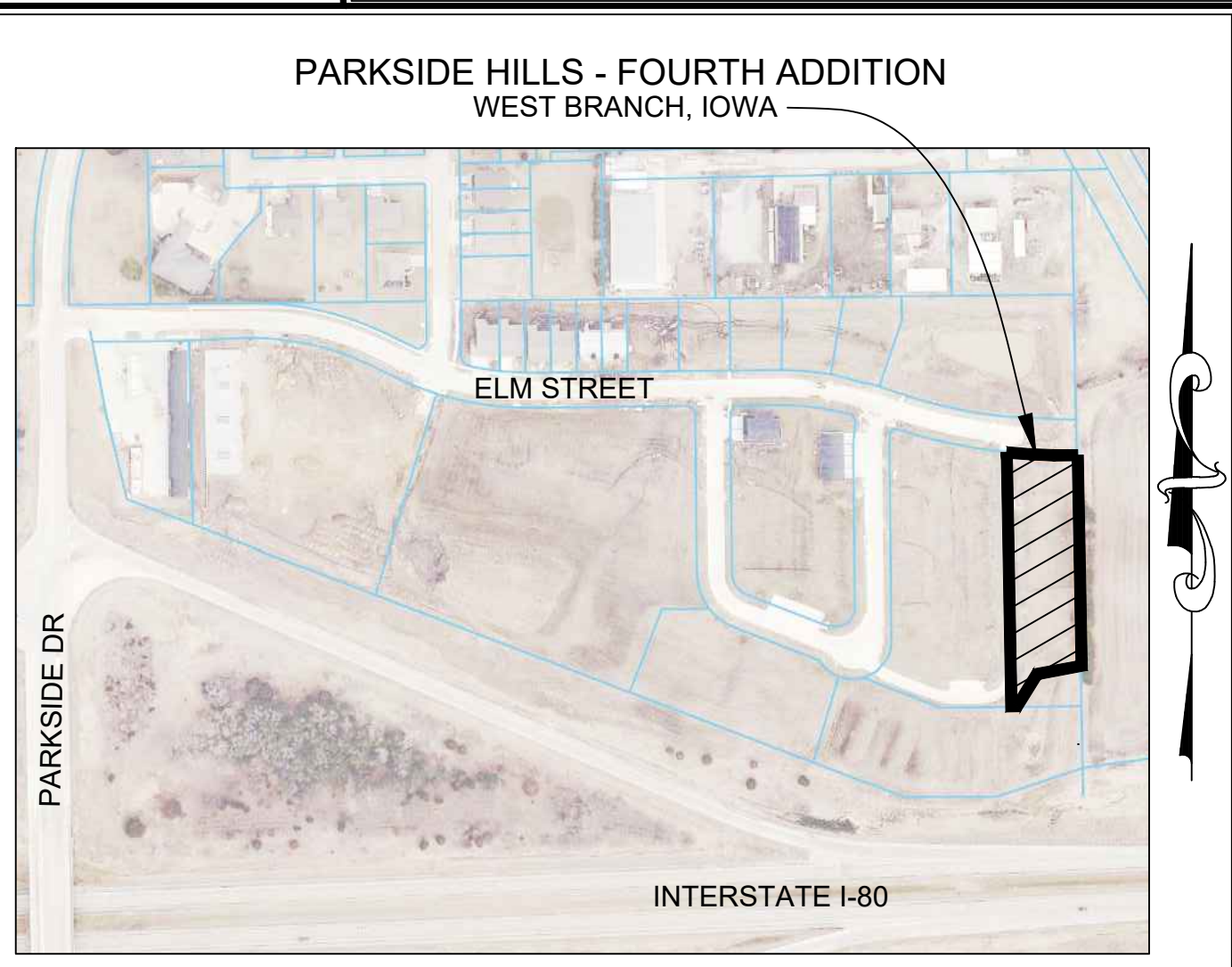
POINT	NORTHING	EASTING	DESCRIPTION
H1	614604.59	2228636.17	DOT ALUM PIN ON EAST SIDE OF PARKSIDE DRIVE APPROX. 82 FEET EAST OF #01 PARKSIDE DRIVE ENTRANCE. MMS POINT 140000.

- #### PAVING CONSTRUCTION NOTES
- PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH I.D.O.T. SPECIFICATION SECTION 2301.
 - I.D.O.T. CLASS C-3 CONCRETE SHALL BE USED, UNLESS NOTED OTHERWISE.
 - PAVEMENT JOINTS SHALL CONFORM TO I.D.O.T. STANDARD ROAD PLAN PV-101.
 - SUBGRADE UNDER PROPOSED PAVEMENT SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY, TO A DEPTH OF SIX (6) INCHES, UNLESS NOTED OTHERWISE.
 - ALL SAWED PAVEMENT JOINTS SHALL BE SEALED.

PAVEMENT LEGEND	MATERIAL	TOTAL*
	6" PCC	7,200 SF
	4" PCC	1,610 SF

*TOTALS INCLUDE ALL SF OF MATERIAL, INCLUDING OUTSIDE OF PROPERTY LINE

- #### 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
 - 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.

UTILITIES
THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800/292-8899 NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

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I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

RONALD L. AMELON
P.E. Iowa Lic. No. 14201

11/20/2024
October 31, 20____

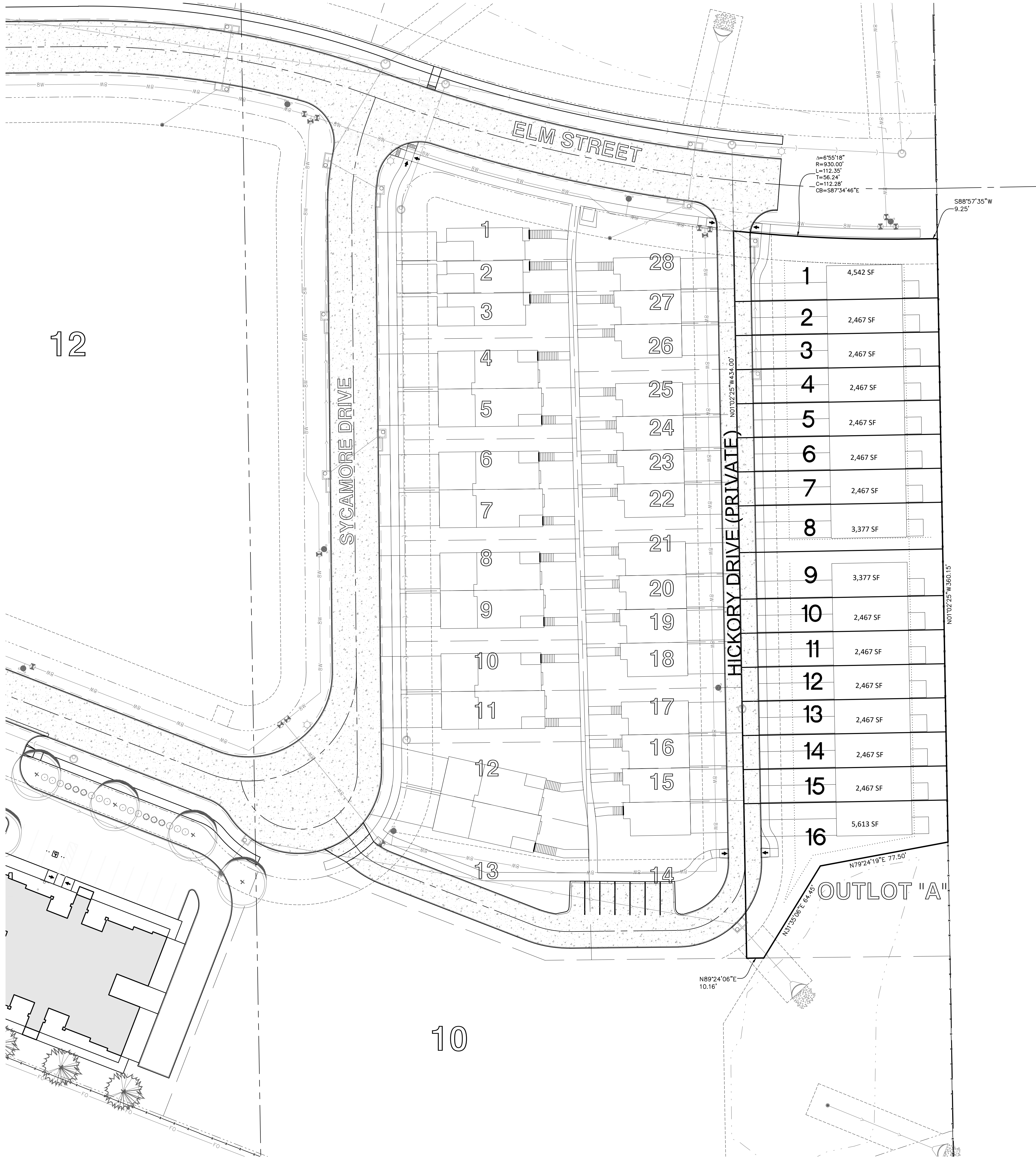
Seal of the Professional Engineer

Seal

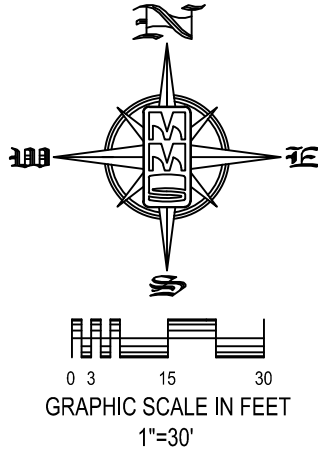
SITE LAYOUT AND DIMENSION PLAN

PARKSIDE HILLS - FOURTH ADDITION
WEST BRANCH, CEDAR COUNTY IOWA

MMS CONSULTANTS, INC.
Date: 05/07/2025
Designed by: RLA
Drawn by: HEH
Checked by: RLA
Project No: 11565-003
Field Book No:
Scale: 1"=30'
Sheet No: C120
of:



SHEET INDEX
C120 SITE LAYOUT AND DIMENSION PLAN
C121 LOT EXHIBIT
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CIVIL ENGINEERS
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ENVIRONMENTAL SPECIALISTS

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

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Date	Revision
------	----------

LOT EXHIBIT

PARKSIDE
HILLS - FOURTH
ADDITION
WEST BRANCH
CEDAR COUNTY
IOWA

UTILITIES
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MMS CONSULTANTS, INC.

Date: 05/07/2025

Designed by: RLA Field Book No:

Drawn by: HEH Scale: 1"=30'

Checked by: RLA Sheet No:

Project No: C121

11565-003 of:



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Date Revision

GRADING AND EROSION
CONTROL PLAN AND SWPPP

PARKSIDE
HILLS - FOURTH
ADDITION
WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date: 05/07/2025

Designed by: RLA Field Book No:

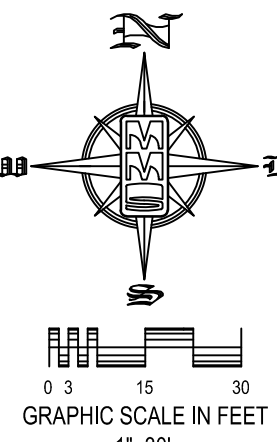
Drawn by: HEH Scale: 1"=30'

Checked by: RLA Sheet No:

Project No: C140

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STANDARD LEGEND AND NOTES

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- LOT LINES, PLATTED OR BY DEED
- PROPOSED EASEMENT LINES
- EXISTING EASEMENT LINES
- BENCHMARK
- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER
- 22-1
- EXIST- (R)
- PRO- (P)
- POWER POLE
- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- LIGHT POLE
- GUY POLE
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GRADING AND EROSION CONTROL NOTES

TOTAL SITE AREA: 1.07 ACRES
TOTAL AREA TO BE DISTURBED: 1.00 ACRES
EROSION CONTROL MEASURES SHOWN SHALL BE USED DURING FILL ACTIVITIES. EROSION CONTROL MEASURES SHALL BE REEVALUATED AND MODIFIED, IF NECESSARY, AT THE TIME OF SITE DEVELOPMENT.
ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES THAT COULD BE USED ON SITE, IF NEEDED, CAN BE FOUND IN APPENDIX D OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) BINDER PREPARED FOR THE SITE. IF ADDITIONAL MEASURES ARE USED, INDICATE THE TYPE AND LOCATION OF SAID MEASURE ON THIS PLAN.
CONTRACTOR SHALL INSTALL A ROCK ENTRANCE AND PERFORM REGULAR CLEANING OF VEHICLES THAT LEAVE THE SITE.
FOLLOWING INSTALLATION OF PERMETER SILT FENCE AND TEMPORARY CONSTRUCTION ENTRANCE THE CONTRACTOR SHALL CONTACT THE CITY INSPECTOR TO SCHEDULE A SITE INSPECTION PRIOR TO ANY SOIL DISTURBING ACTIVITIES.
THE CONTRACTOR SHALL FOLLOW THE NPDES PERMIT, SWPPP, AND THE CITY CSR REGULATIONS.
THE EROSION CONTROL CONTRACTOR SHALL INSTALL FILTER SOCKS OR OTHER APPROVED FORM OF INLET PROTECTION AT EACH STREET INTAKE ADJACENT TO THE SITE.

NOTES:

- TEMPORARY STABILIZATION IS REQUIRED ON DISTURBED AREAS AFTER THE 14TH DAY OF INACTIVITY.
- FINAL STABILIZATION SHALL BE IMPLEMENTED WITHIN 14 DAYS OF FINAL GRADING COMPLETION.

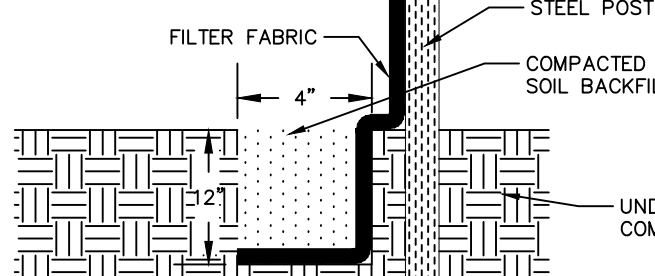
UTILITIES

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800/292-6889 NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

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SILT FENCE DETAIL

R.T.S.



INSTALLATION

- POSTS SHALL BE 1.33 POUNDS PER LINEAL FOOT STEEL WITH A MINIMUM LENGTH OF 5 FEET. STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTENING WIRE TO THEM.
- SILT FENCE FABRIC SHALL CONFORM TO I.D.O.T. STANDARD SPECIFICATION SECTION 419B.01.A. SILT FENCING SHALL BE A MINIMUM OF 24" AND A MAXIMUM OF 36" HIGH WHEN COMPLETE.
- THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE FENCE TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, THE FILTER CLOTH SHALL BE SPICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6" OVERLAP, AND SECURELY SEALED.
- POSTS SHALL BE SPACED A MAXIMUM OF 8 FEET APART AND DRIVEN SECURELY INTO THE GROUND ALONG THE FENCE ALIGNMENT. POSTS SHALL BE DRIVEN INTO THE GROUND A MINIMUM OF 28".
- A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4" WIDE BY 12" DEEP ALONG THE UPSLOPE SIDE OF THE POSTS.
- FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE POSTS SUCH THAT THE FABRIC EXTENDS INTO THE TRENCH AS SHOWN ABOVE. THE FABRIC SHALL BE FASTENED A MINIMUM OF THREE PLACES ON EACH POST.
- THE TRENCH SHALL BE BACK FILLED WITH EXCAVATED MATERIAL AND THOROUGHLY COMPACTED.

MAINTENANCE

- SILT FENCES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL EVENT OF 0.5 INCHES OR MORE. DURING PERIODS OF PROLONGED RAIN INSPECTIONS SHALL BE AT LEAST DAILY. ANY REPAIRS NEEDED TO MAINTAIN THE SILT FENCE'S EFFECTIVENESS SHALL BE MADE IMMEDIATELY.
- SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO STABILIZING THE UPSLOPE AREAS THE FABRIC SHALL BE REPLACED PROMPTLY.
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN THE DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE FENCE. SILTS REMOVED SHALL BE PLACED IN A PROTECTED PLACE THAT WILL PREVENT THEIR ESCAPE FROM THE CONSTRUCTION SITE.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER NEEDED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEED.
- SILT FENCE SHALL REMAIN IN PLACE UNTIL IT IS NO LONGER NEEDED AS DIRECTED BY THE POLLUTION PREVENTION PLAN. GENERALLY SILT FENCES SHALL REMAIN UNTIL THE UPSLOPE AREAS ARE STABILIZED WITH AN ESTABLISHED GRASS COVER AS A MINIMUM.

GRADING NOTES

- MAXIMUM SLOPE ON CUTS AND FILLS SHALL BE 3.5: HORIZONTAL TO 1: VERTICAL.
- NO EXCAVATION SHALL BE ALLOWED WITHIN 2' OF PROPERTY LINES.
- WHERE HEIGHT OF FILL IS GREATER THAN 30' AN INTERMEDIATE TERRACE OF AT LEAST 6' WIDE SHALL BE ESTABLISHED AT MID HEIGHT. SEE TYPICAL FILL SECTION.
- COMPACTION TO BE 90% MODIFIED PROCTOR WHERE > 6:1 SLOPE.
- ALL TREES OUTSIDE THE LIMITS OF GRADING OPERATIONS SHALL BE SAVED, UNLESS OTHERWISE INDICATED TO BE REMOVED. TREES NEAR THE EDGES OF GRADING LIMITS AND IN THE STORM WATER DETENTION BASIN AREAS SHALL BE SAVED IF POSSIBLE, WITHIN THE REQUIREMENTS OF THE SPECIFICATIONS.
- PRIOR TO ANY GRADING A CONSTRUCTION SAFETY FENCE SHALL BE INSTALLED 50 FEET FROM TRUNKS OF TREES TO BE PROTECTED.
- STABILIZATION SEEDING SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NOT MORE THAN 14 DAYS UPON COMPLETION OF GRADING IN ANY AREA OF GRADING OPERATIONS. DISTURBED AREAS SHALL BE KEPT AS SMALL AS POSSIBLE TO PREVENT LARGE SCALE EROSION PROBLEMS. IF THE GRADING CONTRACTOR STOPS GRADING OPERATIONS FOR MORE THAN 14 DAYS, THEN STABILIZATION SEEDING SHALL BE DONE ON ALL DISTURBED AREAS.
- SILT FENCE LOCATIONS AND LENGTHS, AS INDICATED, ARE APPROXIMATE ONLY. FINAL LOCATIONS AND LENGTHS WILL BE DETERMINED, AS NEEDED, UPON COMPLETION OF GRADING OPERATIONS IN AN AREA.
- ALL STREET SUBGRADES SHALL BE CONSTRUCTED AND COMPACTED IN ACCORDANCE WITH SUDAS DESIGN AND CONSTRUCTION STANDARDS AND PROCEDURES.

EROSION CONTROL LEGEND

- FINAL FILTER SOCK
- SILT FENCE
- FILTER SOCK
- TEMPORARY ROCK CONSTRUCTION ENTRANCE/EXIT
- TEMPORARY PARKING AND STORAGE
- CONCRETE TRUCK/EQUIPMENT WASHOUT
- PORTABLE RESTROOM
- DOCUMENT LOCATION (PERMITS, SWPPP, INSPECTION FORMS, ETC.)
- FILTER SOCK INLET PROTECTION
- FILTER SOCK BEHIND CURB AT CURB RAMP
- PERMETER SILT FENCE
- EROSION CONTROL MATTING
- TEMPORARY SOIL STOCKPILE AREA
- DIRECTION OF OVERLAND FLOW
- DUMPSTER FOR CONSTRUCTION WASTE
- RIP RAP OUTLET PROTECTION
- OTHER MEASURE: 01
- OTHER MEASURE: 02
- OTHER MEASURE: 03

THE ABOVE LISTED ITEMS ARE SHOWN IN THEIR RECOMMENDED LOCATIONS. IF A CONTROL MEASURE IS ADDED OR MOVED TO A MORE SUITABLE LOCATION, INDICATE THE REVISION ON THIS SHEET. THE BLANKS LEFT FOR OTHER MEASURES SHOULD BE USED IF AN ITEM NOT SHOWN ABOVE IS IMPLEMENTED ON SITE. ADDITIONAL PRACTICES FOR EROSION PREVENTION AND SEDIMENT CONTROL CAN BE FOUND IN APPENDIX D OF THE SWPPP.





STANDARD LEGEND AND NOTES

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- EXISTING EASEMENT LINES
- BENCHMARK
- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER

EXIST- PROP-

- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- GUY POLE
- LIGHT POLE
- SANITARY MANHOLE
- FIRE HYDRANT
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GRADING LEGEND

- 0000.00EG - EXISTING GRADE
- 0000.00FG - FINISHED GRADE
- 0000.00TC - TOP CURB
- 0000.00TS - TOP SLAB
- 0000.00TW - TOP WALK
- 0000.00TR - TOP RIM
- 0000.00WB - BOTTOM WALL*
- 0000.00WT - TOP WALL*

*REPRESENT GROUND ELEVATION AT WALL

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IOWA ONE CALL

1.07 AC.



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Date Revision

DETAILED GRADING
PLAN - NORTH HALF

PARKSIDE
HILLS - FOURTH
ADDITION
WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date: 05/07/2025

Designed by: RLA Field Book No:

Drawn by: HEH Scale: 1"=10'

Checked by: RLA Sheet No:

Project No: C141

11565-003 of:



STANDARD LEGEND AND NOTES	
---	PROPERTY &/or BOUNDARY LINES
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---	EXISTING CENTER LINES
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---	BENCHMARK
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---	CURVE SEGMENT NUMBER
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---	PRO- (S)
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---	POWER POLE W/TRANS
---	POWER POLE W/LIGHT
---	GUY POLE
---	LIGHT POLE
---	SANITARY MANHOLE
---	FIRE HYDRANT
---	WATER VALVE
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---	0000.00WT - TOP WALL*
*REPRESENT GROUND ELEVATION AT WALL	

SHEET INDEX
C120 SITE LAYOUT AND DIMENSION PLAN
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UTILITIES

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811

ONE CALL

SM

1.07 AC.



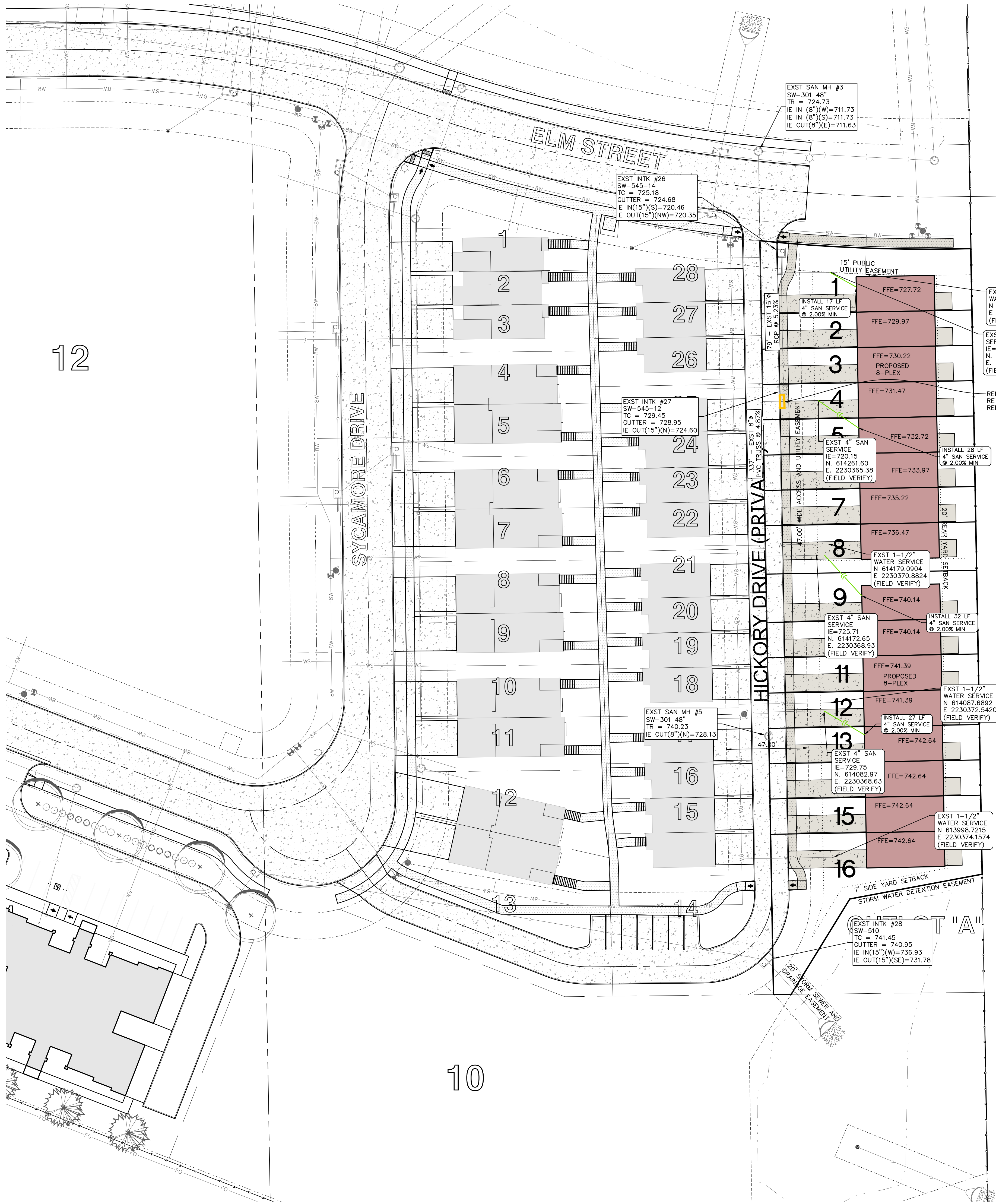
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ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
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Date: Revision:

DETAILED GRADING
PLAN - SOUTH HALF

PARKSIDE
HILLS - FOURTH
ADDITION
WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.
Date: 05/07/2025
Designed by: RLA Field Book No:
Drawn by: HEH Scale: 1"=10'
Checked by: RLA Sheet No:
Project No: C142
11565-003 of:



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

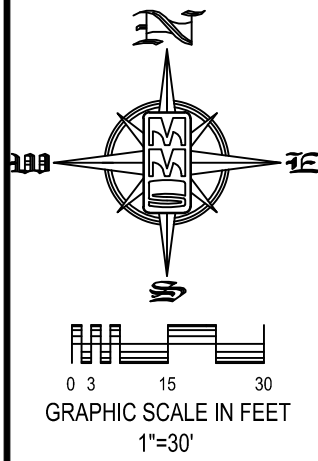
EXISTING

- 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

PROPOSED

- POWER POLE
- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- GUY POLE
- LIGHT POLE
- SANITARY MANHOLE
- FIRE HYDRANT
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- 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.



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Date	Revision
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SITE UTILITY PLAN

PARKSIDE
HILLS - FOURTH
ADDITION
WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date: 05/07/2025

Designed by: RLA Field Book No:

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Project No: C160

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Date Revision

PARKSIDE
HILLS - FOURTH
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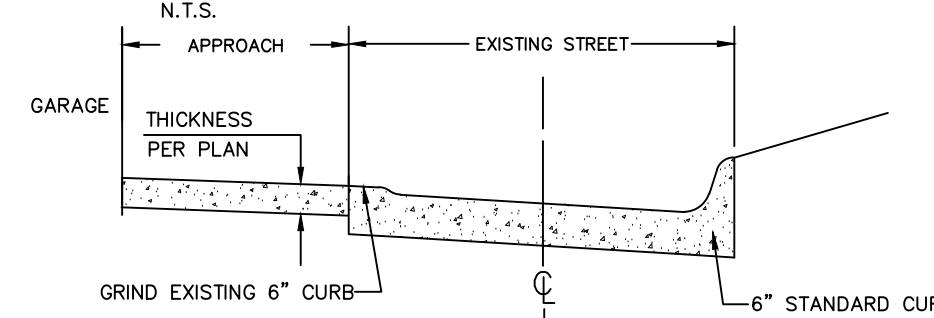
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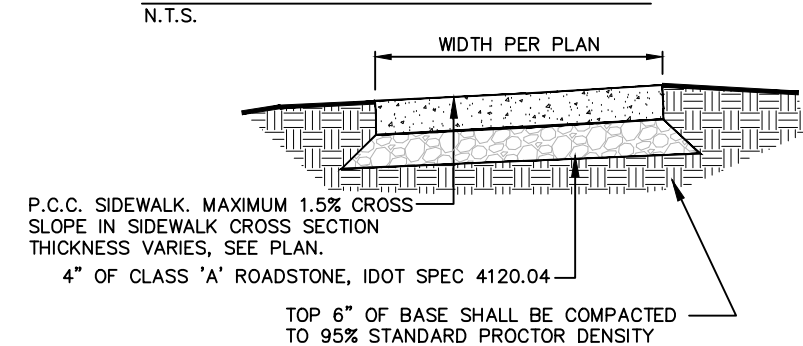
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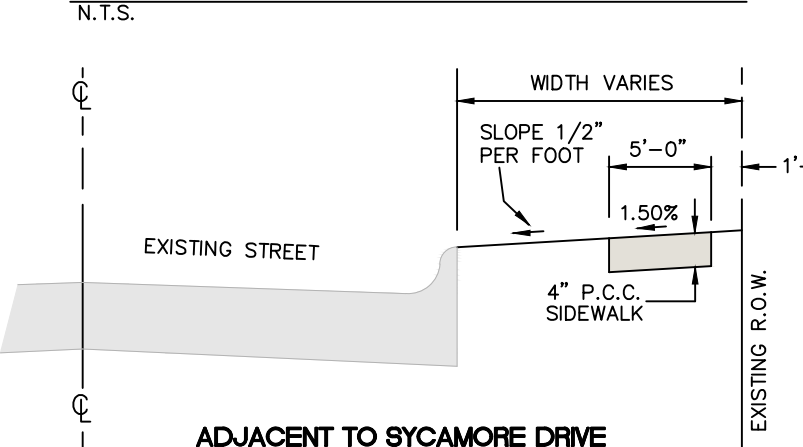
TYPICAL STREET/GARAGE APPROACH SECTION



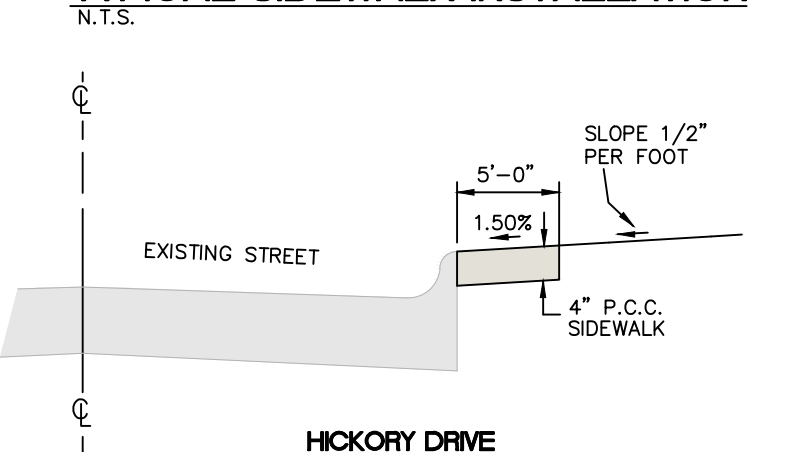
TYPICAL SIDEWALK DETAIL



TYPICAL SIDEWALK INSTALLATION



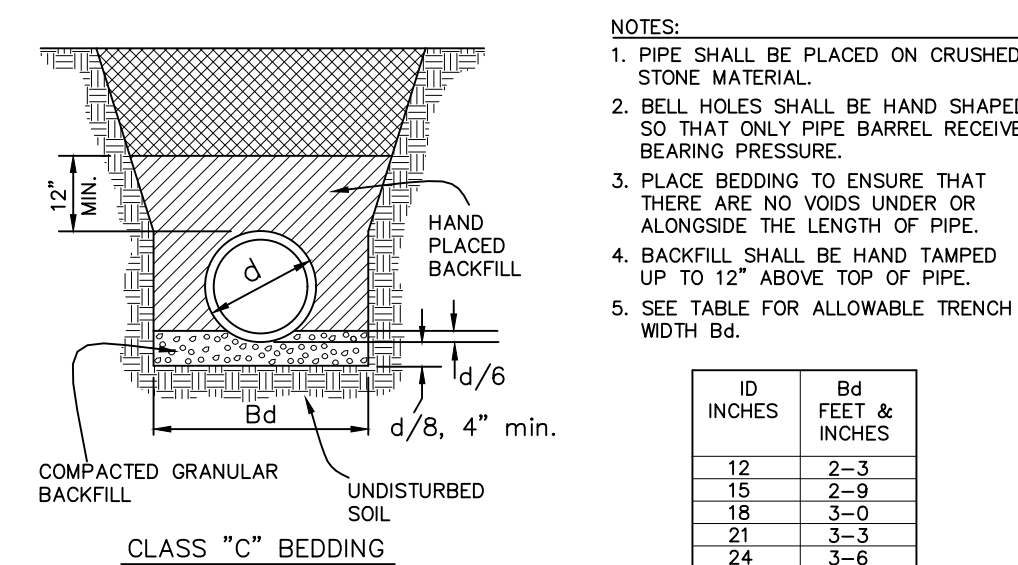
TYPICAL SIDEWALK INSTALLATION



STORM SEWER NOTES

- 1) STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD DETAILED SPECIFICATIONS AND DETAILED SPECIFICATION REQUIREMENTS PREPARED FOR THIS PROJECT. CITY OF WEST BRANCH DESIGN AND CONSTRUCTION STANDARDS AND PROCEDURES SHALL PREVAIL.
- 2) ALL STORM SEWERS SHALL BE CLASS 3 RCP UNLESS NOTED OTHERWISE IN THE PLANS.
- 3) AT PLACES WHERE A FLARED END SECTION IS REQUIRED, PIPE LENGTH INCLUDES THE FLARED END. THE LAST TWO JOINTS ARE TO BE TIED WHERE FLARED END SECTIONS ARE REQUIRED.
- 4) ALL RCP STORM SEWERS SHALL BE PROVIDED WITH CLASS "C" BEDDING, UNLESS NOTED OTHERWISE. PVC SEWERS SHALL BE PROVIDED WITH CRUSHED STONE ENCASEMENT.
- 5) STORM SEWERS SHADED ON THE PROFILE VIEW SHALL BE BACKFILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 90% MODIFIED PROCTOR DENSITY:
 - A. SUITABLE EXCAVATED MATERIAL. IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN
 - B. CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACKFILL SHALL BE USED.
- 6) GRANULAR TRENCH BACKFILL SHALL BE CRUSHED STONE CONFORMING TO I.D.O.T. STANDARD SPECIFICATION 4120.04 WITH 1" MAXIMUM AGGREGATE SIZE. COMPACT TO 90% MODIFIED PROCTOR DENSITY.
- 7) ALL STORM SEWERS SHALL HAVE CONFINED "O" RING GASKETS. STORM SEWERS 36" AND SMALLER SHALL HAVE BELL AND SPIGOT JOINTS. STORM SEWERS LARGER THAN 36" MAY HAVE TONGUE AND GROOVE JOINTS. NO MASTIC JOINTS ALLOWED.
- 8) ALL PIPE SHALL BE CERTIFIED.
- 9) ALL STORM INTAKES SHALL BE A MINIMUM OF 48 INCHES FROM TOP OF CURB/RIM TO SUBGRADE. IF INVERT ELEVATIONS ARE INSUFFICIENT TO PROVIDE THIS REQUIRED DEPTH, THE CONTRACTOR TO PROVIDE DEEPER STRUCTURE AND POUR CONCRETE FILLET IN INTAKE TO MAKE INTAKE PIPES DRAIN AT INVERT ELEVATIONS LISTED.
- 10) LIFT HOLES IN STORM SEWER WILL NOT BE ALLOWED.
- 11) PROVIDE CONCRETE FILLETS IN ALL NEW & EXISTING DRAINAGE STRUCTURES PER REFERENCED DETAILS.

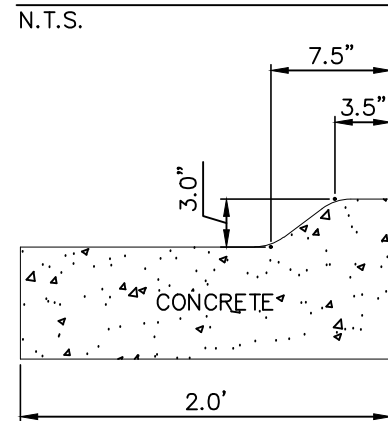
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- NOTES:
1. PIPE SHALL BE PLACED ON CRUSHED STONE MATERIAL.
 2. BELL HOLES SHALL BE HAND SHAPED SO THAT ONLY PIPE BARREL RECEIVES BEARING PRESSURE.
 3. PLACE BEDDING TO ENSURE THAT THERE ARE NO VOIDS UNDER OR ALONGSIDE THE LENGTH OF PIPE.
 4. BACKFILL SHALL BE HAND TAMPED UP TO 12" ABOVE TOP OF PIPE.
 5. SEE TABLE FOR ALLOWABLE TRENCH WIDTH B_d.

ID INCHES	B _d FEET & INCHES
12	2-3
15	2-9
18	3-0
21	3-3
24	3-6
27	4-0
30	4-3
36	4-9
42	5-6
48	6-3

3" ROLL CURB DETAIL



SANITARY SEWER AND WATERMAIN NOTES

- 1) SANITARY SEWER & WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) SPECIFICATIONS (2018) AS AMENDED.
- 2) SANITARY SEWERS SHALL BE PVC TRUSS PIPE (SUDAS 4010.2.01.E), CONTECH A-2000, OR CITY ENGINEER APPROVED EQUAL, AS NOTED ON THE PLANS. SANITARY SEWER SERVICE LINES SHALL BE PVC SDR-23.5 WITH GASKETED JOINTS.
- 3) WATER MAINS SHALL BE DR-18 PVC PIPE.
- 4) CONTRACTOR TO PROVIDE FERNCO STRONG BACK RC 1000 SERIES COUPLINGS FOR DISSIMILAR PIPE CONNECTIONS.
- 5) GRANULAR TRENCH BACKFILL SHALL BE CRUSHED STONE CONFORMING TO I.D.O.T. STANDARD SPECIFICATION 4120.04 WITH 1" MAXIMUM AGGREGATE SIZE. COMPACT TO 90% MODIFIED PROCTOR DENSITY.
- 6) ALL SANITARY SEWERS SHADED ON THE PROFILE VIEW AND ALL SANITARY SEWERS AND WATER MAINS UNDER PAVING OR WITHIN 5 FEET OF PAVEMENT SHALL BE BACKFILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 90% MODIFIED PROCTOR DENSITY:
 - A. SUITABLE EXCAVATED MATERIAL. IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN
 - B. CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACKFILL SHALL BE USED.
- 7) ALL SANITARY SEWER SERVICE LINES CROSSING STREET RIGHT-OF-WAY SHALL BE BACKFILLED IN ACCORDANCE WITH THE PRECEDING NOTE.
- 8) CONTRACTOR SHALL PROVIDE SUDAS CLASS F-3 BEDDING FOR ALL PVC TRUSS SANITARY SEWERS UNLESS OTHERWISE NOTED.
- 9) ENTRY INTO EXISTING CITY MANHOLE TO BE BY CORE DRILL AND SEAL BY "LINK-SEAL" PENETRATION SEAL OR CITY ENGINEER APPROVED EQUAL.
- 10) ALL MANHOLES TO BE TURNED OVER TO CITY SHALL:
 - 1) WILL NOT SHOW STEPS.
 - 2) WILL HAVE EXTERNAL CHIMNEY SEAL BY INFISHIELD UNIBAND, CRETEX, OR APPROVED EQUAL.
 - 3) WILL HAVE MANHOLE FRAME AND LID TO BE NEENAH R-1642 SELF-SEALING WITH CITY LOGO.
 - 4) WILL HAVE RISERS RINGS OF CRETEX PRO-RING, AMERICAN HIGHWAY PRODUCTS RUBBER ADJUSTMENT RING OR STANDARD PCC. IF PCC RINGS ARE USED, SHIMS TO LEVEL MANHOLE FRAME MADE OF MATERIALS OTHER THAN PCC OR THE RING MATERIAL DISCUSSED ABOVE WILL NOT BE ALLOWED, IE: WOOD, BRICK, ROCKS, ETC.
 - 5) WILL USE LINK-SEALS PENETRATION SEALS FOR PIPE PENETRATIONS.

ALL SANITARY SEWER SERVICE LINES SHALL BE EXTENDED :

- 9) TO THE UTILITY EASEMENT LINE FOR THOSE LOCATIONS WHERE THE LOTS BEING SERVED ARE ON THE OPPOSITE SIDE OF THE STREET FROM THE SEWER MAIN.
- 10) TO THE UTILITY EASEMENT LINE FOR THOSE LOCATIONS WHERE THE LOTS BEING SERVED ARE ADJACENT TO THE SEWER MAIN.
- 11) THE END OF ALL SANITARY SEWER SERVICES MUST BE MARKED WITH A WOOD 2 x 4 PAINTED GREEN.
- 12) ALL SANITARY SEWER MANHOLES IN PAVING AREAS OR AREAS SUBJECT TO WATER INUNDATION SHALL BE PROVIDED WITH CRETEX EXTERIOR CHIMNEY SEAL OR APPROVED EQUAL. ALL SANITARY MANHOLES IN PAVING SHALL HAVE 3-PIECE FLOATING CASTING.

AIR TESTING

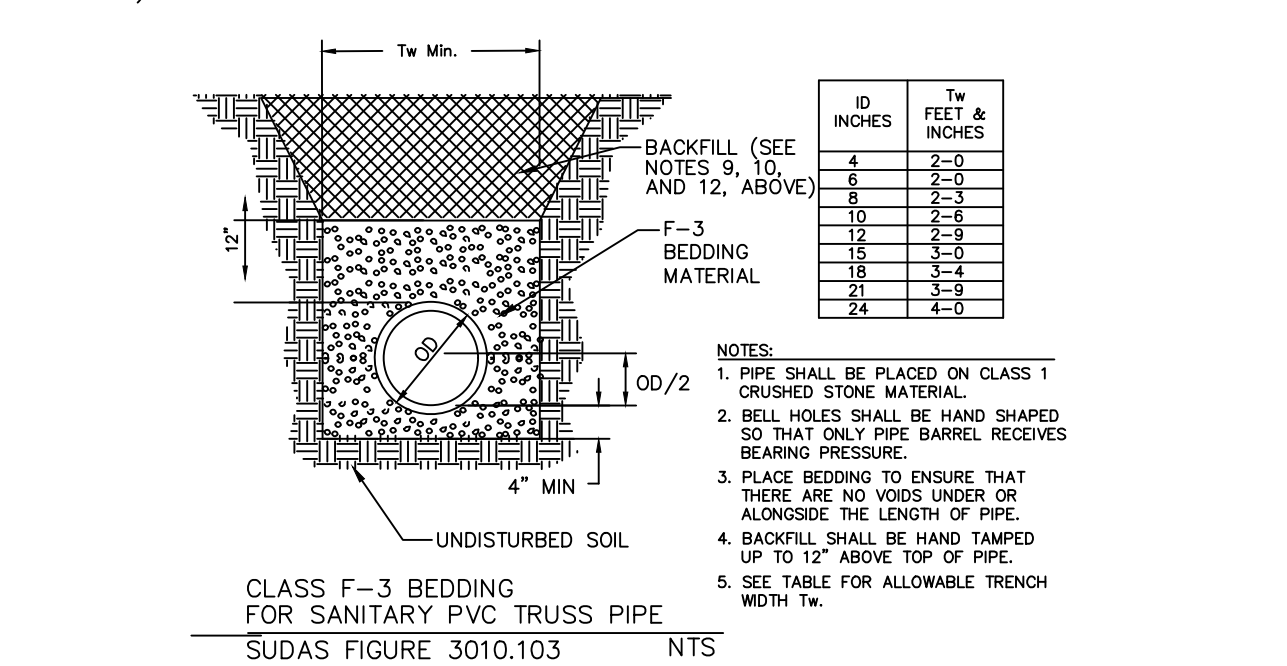
- 13) ALL SANITARY SEWER AND SERVICE LINES SHALL BE AIR TESTED TO PASS THE FOLLOWING TEST:

NOTE: CITY REPRESENTATIVE MUST BE PRESENT DURING TESTING.

 - A. PERFORM FROM MANHOLE-TO-MANHOLE AFTER BACKFILL.
 - B. PLACE PNEUMATIC PLUGS: (1) SEALING LENGTH: EQUAL TO OR GREATER THAN PIPE DIAMETER, (2) CAPABLE OF RESISTING INTERNAL TEST PRESSURE WITHOUT EXTERNAL BRACING OR BLOCKING.
 - C. INTRODUCE LOW-PRESSURE AIR INTO SEALED LINE AND ACHIEVE INTERNAL AIR PRESSURE OF 5 psi & MAINTAIN FOR A MINIMUM OF 5 MINUTES.
 - D. LIMIT INTERNAL PRESSURE IN SEALED LINE BELOW 8 PSIG.
 - E. ALLOW 2 MINUTES MINIMUM FOR AIR PRESSURE TO STABILIZE. DISCONNECT LOW-PRESSURE AIR HOSE FROM CONTROL PANEL.
 - F. MINIMUM TIME FOR PRESSURE TO DROP FROM 3.5 TO 2.5 PSIG GREATER THAN MAXIMUM PRESSURE EXERTED BY GROUNDWATER ABOVE PIPE INVERT:

PIPE DIAMETER IN INCHES	TIME IN MINUTES
4	2.0
6	3.0
8	4.0
10	5.0
12	5.5
15	7.5

 - G. IN AREAS WHERE GROUND WATER IS KNOWN TO EXIST, THE HEIGHT OF WATER ABOVE THE TOP OF THE PIPE BEING TESTED, IN FEET, SHALL BE DETERMINED AND THAT HEIGHT DIVIDED BY 2.3 TO ESTABLISH THE PRESSURE THAT WILL BE ADDED TO ALL READINGS ABOVE. ALTERNATIVELY, THE ENGINEER MAY ALLOW THE CONTRACTOR TO MEASURE INFILTRATION INTO THE SEWER BY USING A V-NOTCH WEIR OR OTHER SUITABLE DEVICE.
 - H. LOCATE, REPAIR AND RETEST LEAKS.
 - I. AIR TESTING SHALL BE CONSIDERED INCIDENTAL TO SANITARY SEWER CONSTRUCTION.



THE FOLLOWING MINIMUM CLEARANCES MUST BE MAINTAINED :

- 14) WATER MAIN SHALL BE LOCATED 10 FEET HORIZONTALLY DISTANT FROM ALL SANITARY SEWER AND STORM SEWER.
- 15) WATER MAIN SHALL NOT PASS THROUGH NOR CONTACT A SEWER OR A SEWER MANHOLE. A MINIMUM HORIZONTAL SEPARATION OF 3 FEET SHALL BE MAINTAINED.
- 16) VERTICAL SEPARATION OF WATER MAINS CROSSING OVER ANY SANITARY SEWER SHOULD BE A MINIMUM OF 18-INCHES, MEASURED OUTSIDE TO OUTSIDE FROM THE CLOSEST EDGE OF EACH PIPE. IF PHYSICAL CONDITIONS PROHIBIT THIS SEPARATION, THE WATER MAIN SHALL NOT BE PLACED CLOSER THAN 6-INCHES ABOVE A SEWER OR 18-INCHES BELOW A SEWER. THE SEPARATION DISTANCE SHALL BE THE MAXIMUM FEASIBLE IN ALL CASES.
- 17) WHERE THE WATER MAIN CROSSES SEWER, ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE SEWER. THE WATER AND SEWER PIPES MUST BE ADEQUATELY SUPPORTED AND HAVE WATER TIGHT JOINTS. A LOW PERMEABILITY SOIL SHALL BE USED FOR BACKFILL MATERIAL WITHIN 10-FEET OF THE POINT OF CROSSING.
- 18) NOMINAL DEPTH OF WATER MAIN = 5.5 FEET TO TOP OF PIPE.
- 19) EXISTING OR PROPOSED VALVE BOXES THAT FALL WITHIN PAVEMENT MUST HAVE A SLIP-TYPE VALVE BOX.
- 20) THE ENTIRE WATERMAIN SYSTEM, INCLUDING SERVICES TAPS IF APPLICABLE, SHALL BE PRESSURE TESTED PER AWWA C600. THE TEST SHALL BE PERFORMED AT A MINIMUM OF 150 psi FOR 2 HOURS WITH A MAXIMUM LOSS OF 5 psi.
- 21) WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH SPECIFICATIONS.
- 22) FIRE HYDRANTS SHALL BE MUELLER SUPER CENTURIAN 250 OR APPROVED CITY EQUAL THAT OPEN RIGHT.
- 23) BED WATER MAIN ON NATIVE MATERIAL, DIG IN BELLS, AND BACKFILL WITH SUITABLE MATERIAL.
- 24) ALL CONCRETE SANITARY MANHOLES SHALL HAVE CONSHIELD ANTI-MICROBIALADDITIVE INCORPORATED IN THE CONCRETE MIX.

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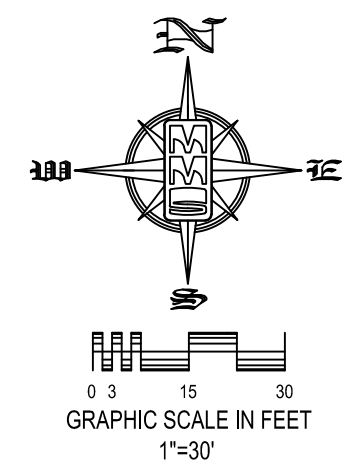
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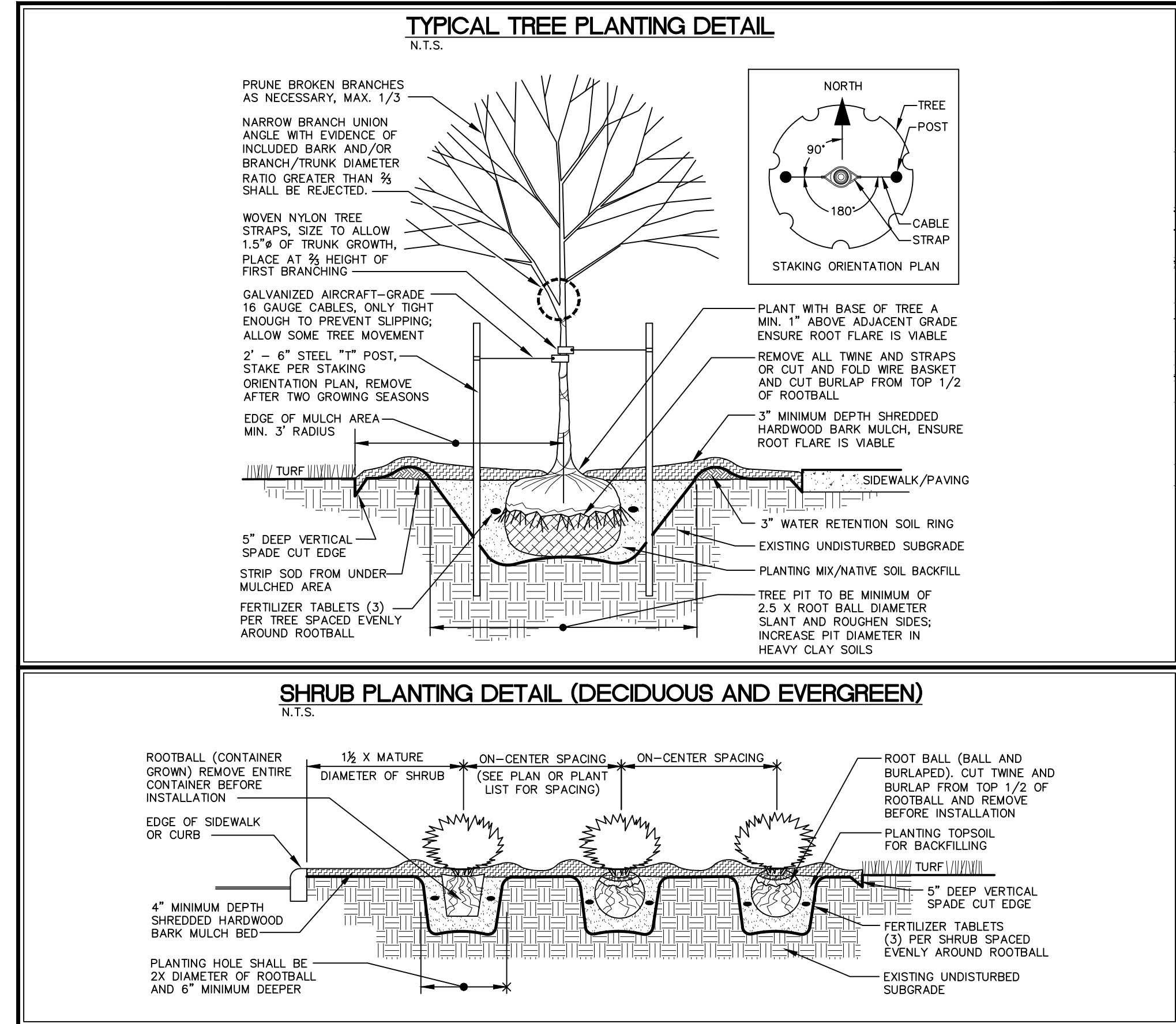


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LANDSCAPE PLAN

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IOWA

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Date: 05/07/2025
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Drawn by: HEH Scale: 1"=30'
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Project No: L100
11565-003 of:



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	COMMENT	MATURE H. X W.
SHADE TREES							
	GT	1	Gleditsia inacanthos inermis "Skyline"	Skyline Thornless Honey Locust	2" Cal.	B&B	35' x 25'
	QB	1	Quercus bicolor	Swamp White Oak	2" Cal.	B&B	50' x 50'
ORNAMENTAL TREES							
	AG	1	Amelanchier x grandiflora "Autumn Brilliance"	Autumn Brilliance Apple Serviceberry	1.5" Cal.	B&B	15' x 15'
	MP	1	Malus x "Pranfire"	Pranfire Crabapple	1.5" Cal.	B&B	15' x 15'
	SR	1	Syringa reticulata "Ivory Silk"	Ivory Silk Japanese Tree Lilac	1.5" Cal.	B&B	20' x 15'
DECIDUOUS SHRUBS							
	CS	8	Cornus sericea "Farrow" TM	Arctic Fire Red Taw Dogwood	24" Ht.	Container	4' x 4'

LANDSCAPE REQUIREMENTS

25% OF TOTAL LOT AREA REQUIRED FOR OPEN SPACE
- 142,092 X 0.25 = 35,523 SF OPEN SPACE

1 TREE PER 1,500 SF OF OPEN SPACE
- 35,523 / 1,500 = 24 TREES REQ.
19 FUTURE
5 PROPOSED

1 SHRUB PER 1,000 SF OF OPEN SPACE
- 35,523 / 1,000 = 36 SHRUBS REQ.
28 FUTURE
8 PROPOSED

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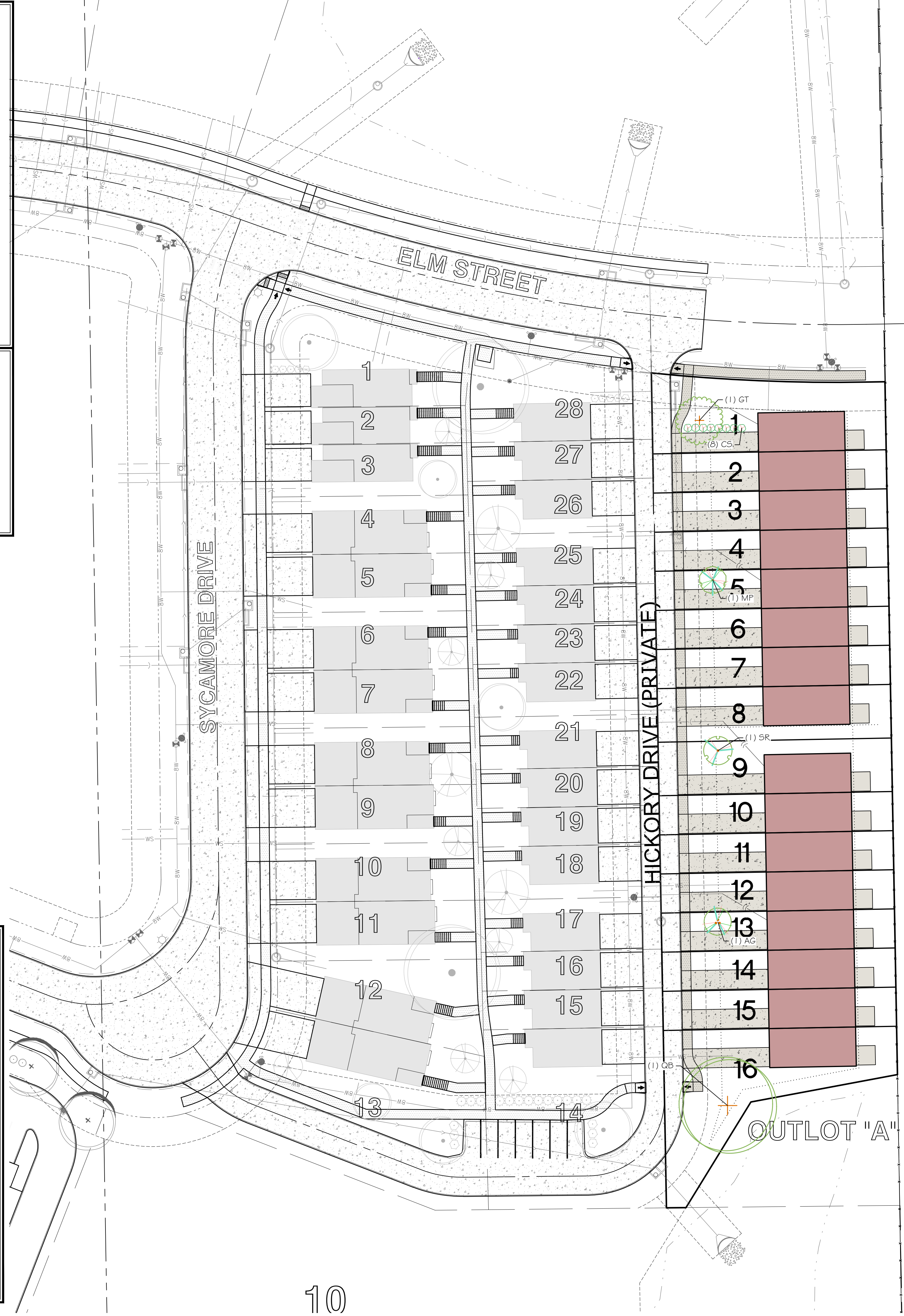
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- EXISTING RIGHT-OF-WAY LINES
- CENTER LINES
- EXISTING CENTER LINES
- LOT LINES, PLATTED OR BY DEED
- PROPOSED EASEMENT LINES
- EXISTING EASEMENT LINES
- BENCHMARK
- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER

SYMBOLS:

- EXIST- (R) 22-1
- PROP- (R) 22-1
- 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

NOTES:

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.





REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Resolution 2025-65 - Approving the Final Plat of Parkside Hills – Fourth Addition, West Branch, Cedar County, Iowa.
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PREPARED BY:	Leslie Brick, City Clerk
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DATE:	May 28, 2025
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SUMMARY:

Brian Shay, owner of MLS Custom Homes purchased the eastern most lots of Lot 9, Parkside Hills-Third Addition, now known as Parkside Hills-Fourth Addition. Shay is proposing to construct two (2) eight (8) unit town homes on lots 1 – 16.

Shay discussed his proposal with the City Council on December 2, 2024 and presented his conceptual plans. Shay proposed a different concept from the original developer (Advantage Development) which increases the density, adds additional driveway space, and increases the number of beds and baths. The Council liked Shay's proposal and gave their verbal approval for Shay to proceed with his plans.

Shay has submitted (revised) Final Plat to Planning & Zoning who reviewed the proposal at their May 27, 2025 meeting.

RECOMMENDATION:

The Planning & Zoning Commission, along with City Engineer Dave Schechinger approved the final plat.

Prepared by: Kevin D. Olson, 1400 5th Street, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, 110 Poplar Street, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

RESOLUTION 2025-65

RESOLUTION APPROVING THE FINAL PLAT OF PARKSIDE HILLS – FOURTH ADDITION, WEST BRANCH, CEDAR COUNTY, IOWA.

WHEREAS, the developer did file with the City Clerk of West Branch, a final plat for Parkside Hills – Fourth Addition, West Branch, Cedar County, Iowa; and

WHEREAS, the legal description for said Subdivision is as follows:

Lots 29 through 40, Parkside Hills, Third Addition, West Branch, Iowa, in accordance with the Plat thereof recorded in Book 1770 at Pages 204-211, Records of the Cedar County Recorder; and

WHEREAS, said property has been dedicated with the free consent and in accordance with the desires of the owner; and

WHEREAS, the aforementioned plat and subdivision is found to conform with Chapter 354 of the State Code of Iowa, Chapter 166 of the West Branch Code of Ordinances, and all other ordinances and statutory requirements; and

WHEREAS, said final platting of the aforementioned subdivision has been examined by the West Branch Planning and Zoning Commission; and

WHEREAS, recommendations from both said Commission and City Staff have been made; and

WHEREAS, after due deliberation, said Commission has recommended that the final platting of the proposed subdivision, be accepted and approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the final platting of Parkside Hills – Fourth Addition, West Branch, Cedar County, Iowa, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk of the City of West Branch, Iowa, is hereby authorized and directed to certify a copy of this Resolution to the County Recorder of Cedar County, Iowa, along with all other required ancillary documents.

Passed and approved this 2nd day of June, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

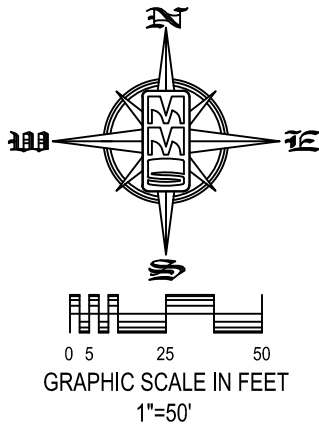
LOCATION: LOTS 29 - 40 OF PARKSIDE HILLS - THIRD ADDITION, IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA	SUBDIVIDER: MLS CUSTOM HOMES 1701 GREEN OAK PASS TIFFIN, IOWA 52340
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	SUBDIVIDER'S ATTORNEY: MATTHEW J. ADAM 1150 5TH STREET, SUITE 170 CORALVILLE, IOWA 52241
DATE OF SURVEY: 11-17-2023	PROPRIETOR OR OWNER: MLS CUSTOM HOMES 1701 GREEN OAK PASS TIFFIN, IOWA 52340
	DOCUMENT RETURN INFORMATION: ATTORNEY

FOR COUNTY RECORDER'S USE

FINAL PLAT

PARKSIDE HILLS - FOURTH ADDITION

A RESUBDIVISION OF LOTS 29 - 40 OF PARKSIDE HILLS - THIRD ADDITION
WEST BRANCH, CEDAR COUNTY, IOWA



EASEMENT IDENTIFICATION TABLE	
LABEL	DESCRIPTION
①	EXISTING 15.00 FOOT PUBLIC UTILITY EASEMENT
②	EXISTING 20.00 FOOT STORM SEWER AND DRAINAGE EASEMENT
③	EXISTING SANITARY SEWER, STORM SEWER, DRAINAGE, AND WATER MAIN EASEMENT
④	EXISTING 47.00 FOOT WIDE ACCESS AND UTILITY EASEMENT
⑤	EXISTING ACCESS AND UTILITY EASEMENT
⑥	EXISTING STORM WATER DETENTION EASEMENT

LEGEND AND NOTES

- CONGRESSIONAL CORNER, FOUND
 - PROPERTY CORNER(S), FOUND (as noted)
 - PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS" #17916)
 - PROPERTY &/or BOUNDARY LINES
 - CONGRESSIONAL SECTION LINES
 - RIGHT-OF-WAY LINES
 - CENTER LINES
 - LOT LINES, INTERNAL
 - LOT LINES, PLATTED OR BY DEED
 - EASEMENT LINES, WIDTH & PURPOSE NOTED
 - EXISTING EASEMENT LINES, PURPOSE NOTED
 - RECORDED DIMENSIONS
 - MEASURED DIMENSIONS
 - CURVE SEGMENT NUMBER
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS
ERROR OF CLOSURE IS LESS THAN 1 FOOT IN 10,000 FEET
ALL PROPERTY CORNERS FOUND ARE 5/8" REBARS W/ YELLOW PLASTIC LS CAP 17916

- ALL SHOWN FOUND PROPERTY CORNERS ARE 5/8" REBAR W/ YELLOW PLASTIC LS CAP 17916.
- THE FOUND PROPERTY CORNERS ALONG THE WEST LINE ARE CUT "X" AND NOT SHOWN FOR CLARITY PURPOSES.
- THE FOUND PROPERTY CORNERS ALONG THE EAST LINE ARE 5/8" REBAR W/ YELLOW PLASTIC LS CAP 17916, AND ARE NOT SHOWN FOR CLARITY PURPOSES.

DESCRIPTION - PARKSIDE HILLS - PART FOUR

Lots 29 through 40 of Parkside Hills - Third Addition, in accordance with the Plat thereof Recorded in Book 1770 at Pages 204-211 of the Records of the Cedar County Recorder's Office. Said tract of land contains 1.07 Acres, and is subject to easements and restrictions of record.

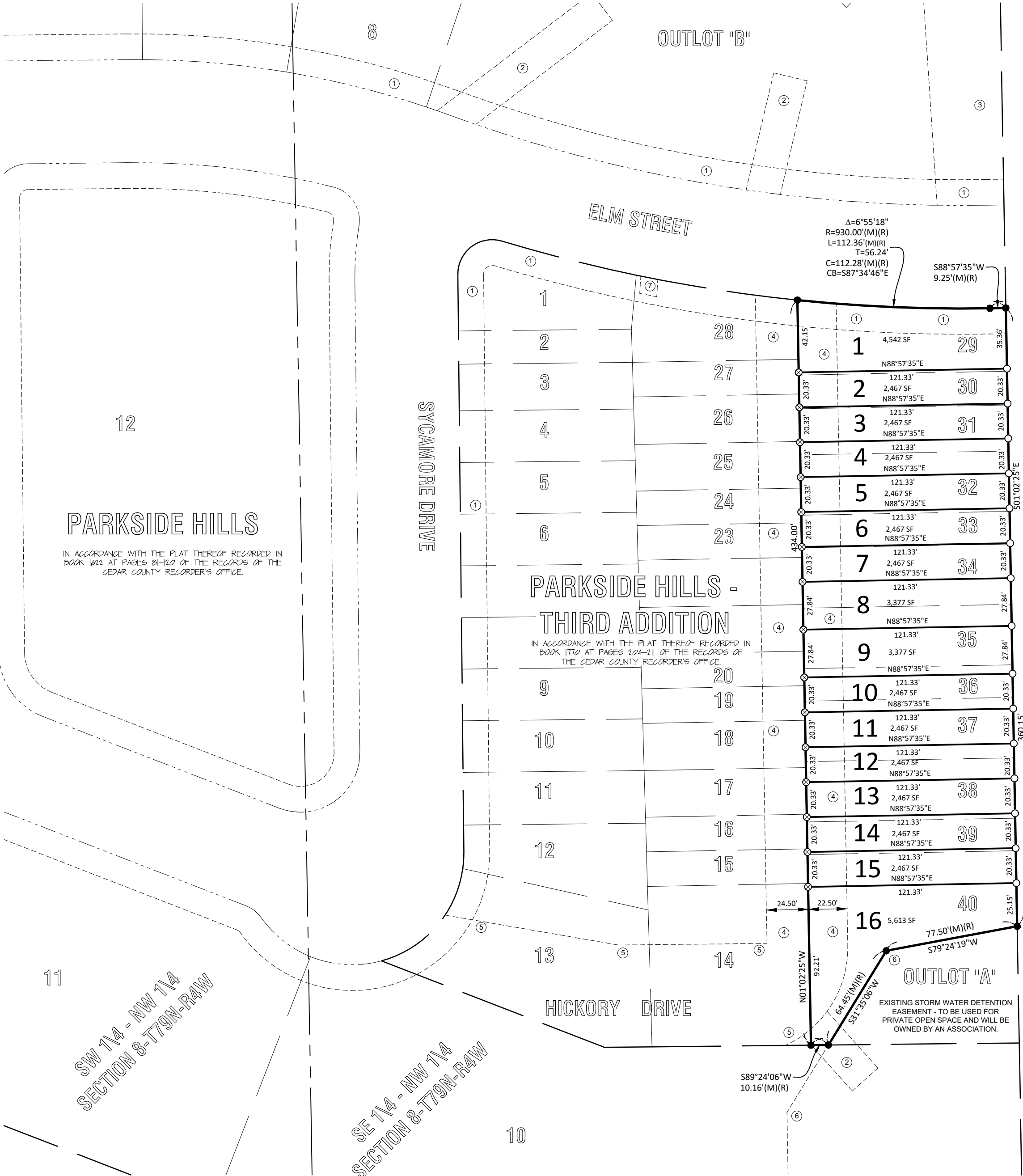
	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	RICHARD R. NOWOTNY P.L.S. Iowa Lic. No. 17916 My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal:

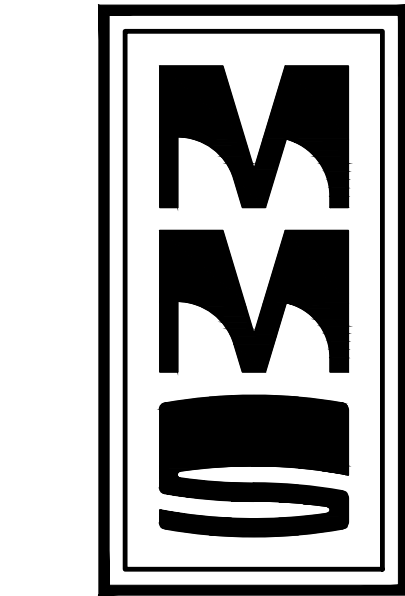
Signed before me this ____ day of _____, 20____.

Notary Public, in and for the State of Iowa.

PLAT/PLAN APPROVED by the City of West Branch	
Mayor	Date:
City Clerk	Date:
UTILITY EASEMENTS, AS SHOWN HEREON, ARE ADEQUATE FOR THE INSTALLATION AND MAINTENANCE OF THE FACILITIES REQUIRED BY THE FOLLOWING AGENCIES:	
ALLIANT ENERGY	Date:
LIBERTY COMMUNICATIONS	Date:
MEDIACOM	Date:



NOT A PART OF LOT D
IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN BOOK 3 AT PAGE 249 OF THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE



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

Date	Revision
05-12-25	PER RRN REVIEW -JDM

FINAL PLAT

PARKSIDE HILLS - FOURTH ADDITION

WEST BRANCH
CEDAR COUNTY
IOWA
MMS CONSULTANTS, INC.

Date:	05-02-2025
Designed by:	Field Book No: 1239
Drawn by:	Scale: 1"=50'
Checked by:	Sheet No: 1
Project No:	of: 1



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 2, 2025

AGENDA ITEM:	Resolution 2025-66 – Approving an Engineering Services Agreement with Calhoun-Burns and Associates for 2025 Bridge Inspection and Load Rating.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 28, 2025
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BACKGROUND:

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

The attached agreement has been prepared by Calhoun-Burns & Associates, West Des Moines, Iowa for consideration to complete the inspections and prepare the necessary forms to submit to IDOT on behalf of the City of West Branch.

Calhoun-Burns & Associates are the local agency bridge expert specialist division of Veenstra & Kimm and will perform these services as described in the attached Agreement.

RESOLUTION 2025-66

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
WITH CALHOUN-BURNS AND ASSOCIATES FOR 2025 BRIDGE INSPECTION
AND LOAD RATING.**

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

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

WHEREAS, Calhoun-Burns & Associates are the local agency bridge expert specialist division of Veenstra & Kimm and will perform these services as described in said Agreement; and

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

WHEREAS, Calhoun-Burns & Associates, West Des Moines, Iowa has prepared an agreement to perform the aforementioned services which has been reviewed by the city engineer and now requires the approval of the City Council.

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

Passed and approved this 2nd day of June 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

AGREEMENT

THIS IS AN AGREEMENT effective as of _____, 2025 ("Effective Date") between the City of West Branch, Iowa ("City") and Calhoun-Burns and Associates, West Des Moines, Iowa ("Engineer"). Engineer agrees to provide the services described below to City for 2025 bridge inspection and load rating in the City of West Branch, Iowa ("Assignment").

Description of Engineer's Services:

- Routine visual inspection of five (5) bridges - Attachment A
- Above work includes updating Iowa Legal Rating Truck load rating calculations and certifications as required following field inspections.
- Initial All Systems Overweight Permit analysis, rating and coordination of five (5) bridges- Attachment A
- Above work will be in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements.

City and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and City shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to City.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, without liability, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.01 Additional Services

A. If authorized by City, or if required because of changes in the Assignment, Engineer shall furnish services in addition to those set forth above.

B. City shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Assignment an amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by City to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Assignment are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to City on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by City effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Assignment materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the State of Iowa.

6.01 Successors, Assigns, and Beneficiaries

A. Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its Citys may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents.

C. To the fullest extent permitted by law, City and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and Citys, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment, and (2) agree that Engineer's total liability to City under this Agreement shall be limited to \$10,000.00 or the total amount of compensation received by Engineer, whichever is greater.

D. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until City: (i) retains appropriate specialist Citys or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, City shall pay Engineer as follows:

- | | |
|--|--------------------------|
| 1. Routine Visual Inspection: | Lump Sum = \$ 3,500.00 |
| 2. Initial All Systems Overweight Permit Analysis, Rating and Coordination, and SNBI conversion: | At Current Hourly Rates. |

B. The Engineer's compensation is conditioned on the time to complete the Assignment not exceeding six (6) months. Should the time to complete the assignment be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

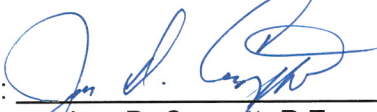
CITY:

By: _____
Roger Laughlin

Title: Mayor

Date: _____

ENGINEER:

By:  _____
Jon. D. Conzett, P.E.

Title: V.P.
Vice President

Date: 5/15/25

ATTESTED BY:

Leslie Brick

Title: City Clerk

Date: _____



ATTACHMENT A

LIST OF STRUCTURES FOR CITY OF WEST BRANCH, IOWA BRIDGE INSPECTION AND RATING PROGRAM - 2025

1. The following bridges shall be inspected and completed reports submitted:

FHWA NO.	LOCATION
012371	Main Street over West Branch Wapsinonic Creek
012381	College Street over West Branch Wapsinonic Creek
018431	Main Street over Drainage Ditch
102161	300 th Street over West Branch Wapsinonic Creek
505415	Orange Street over Drainage Ditch

2. List of Structures for Initial All Systems Overweight Permit Analysis and Rating

FHWA NO.	LOCATION
012371	Main Street over West Branch Wapsinonic Creek
012381	College Street over West Branch Wapsinonic Creek
018431	Main Street over Drainage Ditch
102161	300 th Street over West Branch Wapsinonic Creek
505415	Orange Street over Drainage Ditch

City to provide designated truck route map/information for All Systems Overweight Permit Analysis and Rating.



ATTACHMENT B

2025 HOURLY BILLING RATES (EFFECTIVE JUNE 2024)

PRINCIPAL OF FIRM IV	\$ 267.00 / HOUR
PRINCIPAL OF FIRM III	\$ 257.00 / HOUR
PRINCIPAL OF FIRM II	\$ 247.00 / HOUR
PRINCIPAL OF FIRM I	\$ 235.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 218.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 209.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 204.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 198.00 / HOUR
PROJECT MANAGER IV	\$ 201.00 / HOUR
PROJECT MANAGER III	\$ 196.00 / HOUR
PROJECT MANAGER II	\$ 191.00 / HOUR
PROJECT MANAGER I	\$ 185.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 187.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 182.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 168.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 155.00 / HOUR
PROJECT ENGINEER IV	\$ 174.00 / HOUR
PROJECT ENGINEER III	\$ 161.00 / HOUR
PROJECT ENGINEER II	\$ 152.00 / HOUR
PROJECT ENGINEER I	\$ 135.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 151.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 139.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 131.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 118.00 / HOUR
DESIGN ENGINEER IV	\$ 143.00 / HOUR
DESIGN ENGINEER III	\$ 136.00 / HOUR
DESIGN ENGINEER II	\$ 129.00 / HOUR
DESIGN ENGINEER I	\$ 120.00 / HOUR
ENGINEER INTERN	\$ 102.00 / HOUR
SENIOR ENGINEERING TECHNICIAN IV	\$ 157.00 / HOUR
SENIOR ENGINEERING TECHNICIAN III	\$ 149.00 / HOUR
SENIOR ENGINEERING TECHNICIAN II	\$ 143.00 / HOUR
SENIOR ENGINEERING TECHNICIAN I	\$ 136.00 / HOUR
ENGINEERING TECHNICIAN IV	\$ 134.00 / HOUR
ENGINEERING TECHNICIAN III	\$ 131.00 / HOUR
ENGINEERING TECHNICIAN II	\$ 124.00 / HOUR
ENGINEERING TECHNICIAN I	\$ 120.00 / HOUR
OFFICE COORDINATOR	\$ 122.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 117.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 112.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 108.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 101.00 / HOUR
MILEAGE:	CURRENT IRS STANDARD RATE
EXPENSES:	ACTUAL COST

**HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH
CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.**