CITY COUNCIL MEETING
Monday, August 17th, 2026 - 6:00 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 August 3, 2026 City Council meeting.
    b. Approve Class "C" Retail Alcohol License Renewal for Mexico Lindo
    c. Approve Claims for August 17, 2026.
7. Presentations/Communications/Open Forum
8. Public Hearings/Non-Consent Agenda
    a. **Resolution 2026-84** Approving an Invoice in the Amount of $231.49 to Eocene (Formerly Known as Impact7G Inc.) for the Wapsi Creek Widening – SRF sponsored project./Move to Action.
    b. **Resolution 2026-85** Approving Pay Estimate #2 in the amount of $496,619.15 to Triple B Construction Corp for the W Main Street Overlay Project./ Move to Action.
    c. **Resolution 2026-86** Approving Change Order #3 in the amount of $3,629.73 for the W Main Street Overlay Project./ Move to Action.
    d. **Resolution 2026-87** Approving an agreement for Solid Waste and Recycling Collection Services with Smith Sanitation Services, LLC./ Move to Action.
    e. **Resolution 2026-88** Approving the Cedar County Hazard Mitigation Plan for the City of West Branch, Iowa./ Move to Action.
    f. **First Reading – Ordinance 840** Amending Chapter 92 – Water Rates./ Move to Action.
    g. **Resolution 2026-89** Approving the General Agreement between the United States Department of the Interior National Park Service and the City of West Branch, Iowa regarding snow removal, road striping, brine production & storage./ Move to Action.
9. Discussion
    a. Reimbursement for the sidewalk on the Corner of 5th St. and College St.
10. City Administrator Report
11. City Attorney Report
12. City Engineer Report
13. City Staff Reports
14. Comments from Mayor and Council Members
15. Motion to adjourn.

Mayor: Roger Laughlin · **Council Members:** Colton Miller, Chantry Noel, Tom Dean, Jerry Sexton, Mike Horihan

City Administrator Adam Kofoed · **City Clerk** Alycia Friis · **Finance Officer** Heidi Van Auken · **Fire Chiefs** Kevin Stoolman and Gary Savona · **Police Chief** Greg Hall · **Public Works Director** Matt Goodale · **Library Director** Jessica Schafer

Parks & Recreation Director Erin Laughlin

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

West Branch, Iowa	**City Council**	**August 3, 2026**
Council Chambers	**Regular Meeting**	**6:00 p.m.**

Mayor Laughlin called the West Branch City Council regular meeting to order at 6:00 p.m.

Roll call: Council members present; Colton Miller , Jerry Sexton, Chantry Noel, Tom Dean and Mike Horihan.

City Staff present: City Clerk Alycia Friis, City Administrator Adam Kofoed, City Engineer Dave Schechinger, Finance Officer Heidi Van Auken, Public Works Director Matt Goodale, City Lawyer Kevin Olson, Police Chief Greg Hall. Attending by Zoom: Library Director Jessie Shaffer.

APPROVE THE AGENDA

Motion to Approve the Agenda made by Miller and second by Noel. Motion carried on a voice vote.

APPROVE CONSENT AGENDA

Approve Minutes from the July 20, 2026 City Council meeting.
Approve June Financial Report
Approve Claims for August 3, 2026

EXPENDITURES	8/3/2026	
AMAZON.COM	MULTIPLE ITEMS- LIBRARY, PD, CLERK	596.21
COMPREHENSIVE HEALTH LAW	ODARA TRAINING - POLICE	3,143.13
GOERDT INSPECTION	BLDG INSPECTIONS	966.00
HD SUPPLY	HAND SOAP - LIBRARY	97.82
IOWA ONE CALL	UTILITY LOCATION SERVICE	69.30
KOFOED, ADAM	REIMB FOR TRAINING OKOBOJI	1,240.20
LYNCH'S EXCAVATING	THOMAS DR MANHOLE REPLACEMENT	8,428.25
OASIS ELECTRIC	RETRIFUT LIGHT CALL BACK-LIB	1,125.34
REVIZE	FY27 WEBSITE PAYMENT	5,050.00
SCHAFER, JESSICA	SUMMER LIB. PROGRAM SUPPLIES	76.54
STEEN, CATHERINE	MOTOROLA CLIP BODY CAMERA	67.90
STERICYCLE	SHREDDING SERVICES	107.76
TOTAL		20,968.45
VACATION PAYOUT	7/17/2026	938.24
REGULAR PAYROLL	7/17/2026	78,465.39
REGULAR PAYROLL	7/31/2026	59,422.59
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS		138,826.22
PAID BETWEEN MEETINGS		
AMAZON.COM	MUTLTPLE ITEMS - LIBRARY	197.35
ANTHONY TATMAN	RETURN TO WORK EVALUATION	300.00
ARW CONSTRUCTION	LIBRARY ROOF 50% DEPOSIT	17,200.00
BEAVER HEATING & AIR	AIR CONDITIONER SERVICE	245.00
BIBLIONIX	CIRCULATION/CATALOG SOFTWARE	1,870.00
HAWKINS	CHEMICALS	3,000.29
HOOVER'S HOMETOWN DAYS	HHTD FY27 SERVICE AGREEMENT	5,000.00
IOWA COMMUNITIES ASSUR	FY27 FAITHFUL PERFORM OF DUTY	100.00
JOHN DEERE FINANCIAL	UNIFORMS - PW	159.99
KIESLER POLICE SUPPLY	STREAMLIGHT BATTERIES	165.00
VARIOUS VENDORS	UB REFUNDS	313.88
PLUNKETT'S PEST CONTROL	PEST CONTROL - TOWN HALL	164.54
STATE INDUSTRIAL PRODUCTS	CHEMICALS	533.96
UMB BANK N.A.	BOND FEE GO 2025	600.00
UNITED STATES GEOLOGICAL	STREAM GAGE MAINT & OPERATION	11,140.00
VERIZON WIRELESS	VERIZON WIRELESS	469.51
WEST BRANCH TIMES	LEGAL PUBLICATIONS & PW JOB AD	552.00
SISCO	HEALTH CLAIMS 7-17-2026	65.20
SISCO	HEALTH CLAIMS 7-20-2026	1,102.38
SISCO	HEALTH CLAIMS 7-27-2026	10.00
METLIFE	INSURANCE PREMIUM	3,116.92
SISCO	INSURANCE PREMIUM	22,672.13
TOTAL		68,978.15
GRAND TOTAL EXPENDITURES		228,772.82

FUND TOTALS

001	GENERAL FUND	87,135.93
022	CIVIC CENTER	57.27
031	LIBRARY	30,760.65
036	TORT LIABILITY	72.00
110	ROAD USE TAX	9,025.63
112	TRUST AND AGENCY	46,770.06
226	GO DEBT SERVICE	600.00
600	WATER FUND	18,477.92
610	SEWER FUND	23,825.50
740	STORM WATER	12,047.86
GRAND FUND TOTAL		228,772.82

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM - NONE

PUBLIC HEARING / NON-CONSENT AGENDA

Public Hearing Fiscal Policy Manual Adoption./ Move to Action.

Mayor Laughlin called the public hearing to order at 6:02pm. With no questions or discussion items, the Mayor called adjournment of the Public Hearing at 6:03pm.

Resolution 2026-78 Approve and Adopt the West Branch Fiscal Policy Manual./ Move to Action.

Motion by Dean, second by Miller to approve Resolution 2026-78. AYES: Dean, Miller, Noel, Horihan, Sexton. NAYS: None. Motion carried.

Resolution 2026-79 Approve the addition of a TIF Application for use by the City of West Branch./ Move to Action.

Motion by Miller, second by Horihan to approve Resolution 2026-79. AYES: Miller, Horihan, Sexton, Noel, Dean. NAYS: None. Motion carried.

Resolution 2026-80 Hiring Simon Palmer as a Streets/Grounds Maintenance worker for the City of West Branch, Iowa, and setting the Salary for the Position for FY27./ Move to Action.

Motion by Dean, second by Noel to approve Resolution 2026-80. AYES: Dean, Noel, Horihan, Sexton, Miller. NAYS: None. Motion carried.

Resolution 2026-81 Hiring Brian Alatalo as a Grounds/Streets Maintenance worker for the City of West Branch, Iowa, and setting the Salary for the Position for FY27./ Move to Action.

Motion by Miller, second by Noel to approve Resolution 2026-81. AYES: Miller, Noel, Sexton, Horihan, Dean. NAYS: None. Motion carried.

Resolution 2026-82 Amendment to Resolution 2026-58 for the purpose of receiving benefits from the Iowa Department of Natural Resources./ Move to Action.

Motion by Miller, second by Horihan to approve Resolution 2026-82. AYES: Miller, Horihan, Sexton, Noel, Dean. NAYS: None. Motion carried

Resolution 2026-83 Approving the Site Plan for Lot 3, Parkside Hills 5th Addition, West Branch, Iowa./ Move to Action.

This item was presented to the Planning & Zoning Commission on July 28th and passed unanimously. Feedback from the P&Z Committee included a discussion on their desire to increase ownership housing within West Branch now that it is saturated with rentals. They appreciate the green space laid out in the plan. Development Hershberger shared that the units are set up to be able to spit and sell if that is where the demand shifts. In this Addition there will be 66 units added. The intention is to build 48 units to begin and the remainder will be added following next year's submission for Work Force Housing Credit. The development area will start from the East side of the lot and will include the four 12-plex units for the first phase of this build.

Motion by Dean, second by Noel to approve Resolution 2026-83. AYES: Dean, Noel, Horihan, Sexton, Miller. NAYS: None. Motion carried

DISCUSSION ITEMS

a. Tidewater Drive – Road Improvement – Forrest Brown reached out to Kofoed about the poor condition of Tidewater Drive. There is already a plan in place to asphalt the drive to the new building located at Brown's West Branch and presented an option for Brown's to add Tidewater Drive to their plan and to asphalt this street as well to improve the conditions. The council discussed this option and gave general direction to allow the City Administrator to negotiate an agreement with Browns to move forward with this option. Their request is to ensure that our Engineer reviews the plans to ensure that the work on the city property would meet our specs for our city streets. City lawyer Olsen will also draw up an Indemnification Agreement for the project. Kofoed will request the specs and pass them along to Schechinger to review. Depending on the level of oxidation of the current substrate, could reveal that some milling would be needed to ensure the asphalt properly adheres to the current drive.

CITY ADMINISTRATOR REPORT – Kofoed shared three resolutions with the subjects of Ethics, Code of Conduct and Procedural Rules. Kofoed also shared that West Branch has been recognized for being rewarded with the All Star Community Award and that there is an article in the League of Cities publication. There are only 3 cities that will be awarded with this recognition this year.

CITY ATTORNEY REPORT – None

CITY ENGINEER REPORT – Engineer Schechinger shared the W Main Street Overlay project is near completion and while it will not be fully complete this week, it will be near completion and there will be 2 lanes open on W Main Street in time for Hoover Hometown Days. The contractor will then pick back up following the celebration to work with the intention to complete the full project before school begins.

STAFF REPORTS – City Clerk Friis shared that there was a request made to allow fireworks be set off for an event at Little Lights on the Farm for a reception during July 2027. She requested guidance from the Council on how they would like these requests handled and to define the process when these requests come in to City Hall. Olsen will look into any restrictions from the State around these requests to ensure that we are complying. A Council person questioned if there was enough land within that property for fireworks to be safely fired off and what kind of clean up plan would there be for the surrounding properties that end up with remnants of the dispensed fireworks. Friis will follow up with the exact timeframe of the reception as well, as if it is within the Holiday hours that are open for fireworks to be set off, then approval would not need to be given with a professional being hired to properly and safely set off the fireworks for the event.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS – Reminder that Hoover Hometown Days celebration is scheduled for this weekend. The Presidential Library and Museum will officially reopen on Thursday, August 6th for public entrance. The Mayor will be presenting a key to the City to a member of the Hoover family at the HHTD celebration. A discussion about the lift elevator at Town Hall and the best way to navigate issuing a key to the lift with the new code lock door installation and there not being a need to stop in to City Hall to obtain a door key. The suggestion of a possible lockbox to put the key in for use and potentially adding a code system to sync up to the door code system to allow use for both areas. The subject of ebikes & scooters and the safety around them was addressed again as there has been an increase in close calls for youth riding them with less awareness of other moving vehicles around them. There is a growing concern of someone getting hurt and questions of what we can do to regulate the use of these bikes/scooters with some of them reaching 20 – 28 mph. More review of any state regulations will be done. The subject of Landscape meters and their availability was added. A council person asked about the possibility to add more to our inventory to ensure we have as many needed for sod, new builds, etc. A discussion of the addition of a deposit and specific timeline of usage, with fees to follow for not returning the meter within that time, could be a possibility to ensure that the meters are not held for durations that are unnecessary. More discussion to follow on this topic.

ADJOURNMENT

Motion to adjourn by Miller, second by Noel. Motion carried on a voice vote. City Council meeting adjourned at 6:47 p.m.

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Roger Laughlin, Mayor

ATTEST:

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Alycia Friis, City Clerk

REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	August 17, 2026

AGENDA ITEM:	Approve a Class C Retail Alcohol License renewal for Mexico Lindo Inc., 711 S Downey St., West Branch.
PREPARED BY:	City Clerk, Alycia Friis
DATE:	August 6, 2026

BACKGROUND:

Approve a Class C Retail Alcohol License for Mexico Lindo Inc., 711 S Downey St., West Branch.

Renewal effective August, 2026 to August, 2027.

CITY OF WEST BRANCH IOWA

REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	August 17, 2026

AGENDA ITEM:	Claims for August 17,, 2026
PREPARED BY:	Jessica Brown, Deputy City Clerk
DATE:	August 17, 2026

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		8/17/2026
ACTION SEWER & SEPTIC	MAIN ST PROJect ,STORM SEWER CLEAN OUT	4,300.00
HD SUPPLY	CLEANING SUPPLIES - TH	11.67
L. L. PELLING	ANNUAL SEAL COAT	94,520.60
SAFELITE GROUP	AUTOGLASS REPLACEMENT - PD	501.28
STATE HYGIENIC LAB	LAB ANALYSIS	1,762.50
TOTAL		**101,096.05**
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	**8/14/2026**	**70,452.58**

PAID BETWEEN MEETINGS

CHICAGO MOTORS	2021 FORD EXPLORER - PD	26,700.00
FUSIONSITE MIDWEST	WAPSI PORT-O-POTTY	249.10
IMWCA	IMWCA EXP DISTRIBUTION FY27	3,890.00
PETERSON CONTRACTORS	WAPSI CREEK WIDE PAY EST 6	32,423.38
TRIPLE B CONSTRUCTION	W MAIN ST PAY EST 1	201,282.04
VEENSTRA & KIMM	VARIOUS PROJECTS	30,413.16
ALLIANT ENERGY	ALLIANT ENERGY	25,325.36
AMAZON.COM	MULTIPLE ITEMS - LIB, CLERK, PD	375.83
AT & T MOBILITY	WIRELESS SERVICE	258.22
BEAN & BEAN	GRAVE OPENINGS	650.00
CEDAR COUNTY COOP	FUEL - MOWER - CEMETERY - PW	1,051.64
CEDAR COUNTY RECORDER	RECORDING FEES	14.00
E O JOHNSON	COPIER MAINTENANCE - CITY	178.65
HAWKINS	CHEMICALS	2,863.22
KANOPY	ON DEMAND VIDEO SERVICE	32.00
LEAF CAPITAL FUNDING	COPIER LEASE - LIBRARY	194.53
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,586.97
LRS HOLDINGS	TRASH & RECYCLING JULY 2026	20,520.75
MOPPY MO'S	JANITORIAL SERVICES - LIB, CITY, TH, P&R	945.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	148.13
QUILL	OFFICE SUPPLIES - CITY OFFICE	49.71
RELION	FY27 CRIME THEFT PREMIUM	173.00
SUMMIT FIRE PROTECTION	ANNUAL FIRE EXT SERVICE	1,289.00
TRUGREEN	LAWN TREATMENT - P&R	565.00
WEST BRANCH REPAIRS	VEHICLE WORK -P&R, PD	386.95
WEX BANK	VEHICLE FUEL	2,099.80
VARIOUS VENDORS	UB REFUNDS	1,276.55
SISCO	HEALTH CLAIMS 8-3-2026	542.00
SISCO	HEALTH CLAIMS 8-10-2026	1,218.74
GLOBAL PAYMENTS	POSTAGE FEES	11.80
CARDCONNECT	ANNUAL COMPLIANCE SVC FEE	29.99
IOWA ALCOHOL BEV. DIVISION	FIRE DEPT HHTD ALCOHOL LICENSE	24.38

IOWA ALCOHOL BEV. DIVISION	FIRE DEPT HHTD ALCOHOL LICENSE	24.38
TOTAL		**356,793.28**
GRAND TOTAL EXPENDITURES		**528,341.91**

FUND TOTALS

001	GENERAL FUND	146,015.47
022	CIVIC CENTER	1,093.07
031	LIBRARY	6,786.99
036	TORT LIABILITY	125.00
110	ROAD USE TAX	47,465.89
112	TRUST AND AGENCY	18,885.85
321	WIDENING WAPSI CREEK	33,581.23
331	CEDAR JOHNSON RD RECONS	1,278.10
332	W MAIN ST IMPROVE	229,234.17
600	WATER FUND	21,253.67
610	SEWER FUND	17,800.56
740	STORM WATER UTILITY	4,821.91

GRAND FUND TOTAL 528,341.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	SAFELITE GROUP INC	AUTOGLASS REPLACEMENT - PD	501.28
			TOTAL:	501.28
CEMETERY	GENERAL FUND	L. L. PELLING CO. INC	CEMETERY ROADS - PW	53,531.60
			TOTAL:	53,531.60
TOWN HALL	CIVIC CENTER	HD SUPPLY, INC.	CLEANING SUPPLIES - TH	11.67
			TOTAL:	11.67
ROADS & STREETS	ROAD USE TAX	L. L. PELLING CO. INC	ANNUAL SEAL COAT	40,989.00
			TOTAL:	40,989.00
WATER OPERATING	WATER FUND	STATE HYGIENIC LAB	LAB ANALYSIS	49.50
			TOTAL:	49.50
SEWER OPERATING	SEWER FUND	STATE HYGIENIC LAB	LAB ANALYSIS	1,713.00
			TOTAL:	1,713.00
STORM WATER UTILITY	STORM WATER UTILIT	ACTION SEWER & SEPTIC SERVICES INC.	MAIN ST PROJ,STORM SEW CLE	4,300.00
			TOTAL:	4,300.00

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

001	GENERAL FUND	54,032.88
022	CIVIC CENTER	11.67
110	ROAD USE TAX	40,989.00
600	WATER FUND	49.50
610	SEWER FUND	1,713.00
740	STORM WATER UTILITY	4,300.00
	GRAND TOTAL:	101,096.05

TOTAL PAGES: 1

CITY OF WEST BRANCH IOWA

REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	August 17, 2026

AGENDA ITEM:	**Resolution 2026-84** - Approve an invoice in the amount of $231.49 to Eocene (formerly known as Impact7G) for the Wapsi Creek Widening SRF Sponsored Project.
PREPARED BY:	City Clerk, Alycia Friis
DATE:	August 6, 2026

SUMMARY:

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

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

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

Invoice	Amount	Purpose	Date
25942	$20,782	Data collection	6/6/2022
26230	$25,385	Data collection & planning & design	6/17/2022
25519	$5,508	Data collection, design & funding mmgt.	6/24/2022
26665	$9,768	Data collection & design	7/18/2022
26986	$17,253	Data collection, design & funding mmgt.	8/19/2022
27315	$4,802	Data collection, design & funding mmgt.	9/19/2022
27724	$1,424	Data collection & design	11/7/2022
28474	$6,456	Data collection, design & funding mmgt.	12/19/2022
28888	$1,429	Funding mmgt & planning & design	2/6/2023
28265	$1,267	Data collection, planning & design	2/21/2023
29216	$7,056	Funding mmgt	2/21/2023
29478	$5,210	Funding mmgt, planning & design	3/25/2023
29822	$2,940	Funding mmgt	5/15/2023
31168	$5,020	Funding mmgt	9/5/2023
31444	$770.00	Funding mmgt	10/2/2023
33192	$4970.00	Funding mmgt	2/20/2024
34364	$382.50	Funding mmgt	7/1/2024
34618	$5753.67	Public outreach	8/19/2024
34740	$2852.50	Public outreach	9/3/2024
35132	$2581.25	Public outreach	10/7/2024
13-35378	$4,228.37	Public outreach	10/21/2024
13-35964	$ 592.55	Public outreach	11/18/2024
13-35922	$ 210.00	Public outreach	01/06/2025
12251031535	$5522.69	Construction Admin & funding mmgt	12/15/2025
1261033137	$686.39	Construction Admin	01/20/2026

5261039932	$3487.64	Construction Admin & Funding Mmgt	05/18/2026
6261192608	$3182.00	Construction Admin & Funding Mmgt	06/16/2026
7261310451	$2633.50	Construction Admin & Funding Mmgt	07/20/2026
	$154,174.45		

RESOLUTION 2026-84

A RESOLUTION APPROVING AN INVOICE IN THE AMOUNT OF $231.49 TO EOCENE (FORMERLY KNOWN AS IMPACT7G INC.) FOR THE WAPSI CREEK WIDENING – SRF SPONSORED PROJECT

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

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

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

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

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

WHEREAS, it is now necessary to approve the invoice #08261475205 in the amount of $231.49.

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

Passed and approved this 17th day of August, 2026.

____
Roger Laughlin, Mayor

ATTEST:

____
Alycia A Friis, City Clerk

Eocene℠ Environmental Group

Invoice

Invoice Date:	08/04/2026
Project NO:	20500117
Invoice Number	08261475205
Project Name:	20500117 West Branch Wapsi Creek SRF Sponsored Project
PO Number:	July 2026

Bill To:
CITY OF WEST BRANCH
110 N Poplar St
PO Box 218
West Branch, IA 52358
United States of America

Please Remit To:
Eocene Environmental Group, Inc.
5930 Grand Ave
West Des Moines, IA 50266
United States of America
AR@eocene.com
Payment term Net 30

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Current Billed	Remaining
Additional Expenses/Services	930.00	100.00%	930.00	0.00	0.00
Construction Administration	27,600.00	62.45%	17,005.53	231.49	10,362.98
Data Collection	64,400.00	100.00%	64,400.00	0.00	0.00
Planning and Design	22,700.00	100.00%	22,699.99	0.00	0.01
Project & SRF Funding Management	29,400.00	98.43%	28,938.93	0.00	461.07
Public Outreach and Education	20,200.00	100.00%	20,200.00	0.00	0.00
Total	**165,230.00**	**93.45%**	**154,174.45**	**231.49**	**10,824.06**

Pay This Amount **231.49**

C-200160 CITY OF WEST BRANCH		Invoice	08261475205
Project	20500117 West Branch Wapsi Creek SRF Sponsored Project	Date	08/04/2026

Construction Administration

Task 5 - Construction Administration	Units	Rate	Amount
Field Supplies	1.00	231.49	231.49
		Total	**231.49**
		Total this Invoice	**231.49**

CITY OF WEST BRANCH IOWA

REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	August 17, 2026

AGENDA ITEM:	**Resolution 2026-85** Approving Pay Estimate #2 in the amount of $469,619.15 for the W Main Street Overlay Project.
PREPARED BY:	City Clerk, Alycia Friis
DATE:	August 10, 2026

SUMMARY:

Triple B Construction Corp. of Wilton, Iowa was awarded the construction contract for the W Main Street Overlay Project (the "Project") by the West Branch City Council through the passage of Resolution 2026-45 on May 4, 2026 in the amount of $742,540.50.

Pay Estimate	Amount	Resolution	Date
1	$201,282.04	2026-74	July 20, 2026
2	$469,619.15	2026-85	August 17, 2026

RESOLUTION 2026-85

RESOLUTION APPROVING PAY ESTIMATE NUMBER 2 IN THE AMOUNT OF $496,619.15 TO TRIPLE B CONSTRUCTION CORP FOR THE W MAIN STREET OVERLAY PROJECT.

WHEREAS, Triple B Construction Corp. of Wilton, Iowa was awarded the construction contract for the W Main Street Overlay Project (the "Project") by the West Branch City Council through the passage of Resolution 2026-45 on May 4, 2026 in the amount of $742,540.50; and

WHEREAS, Triple B Construction Corp. has declared that said Project has started and work has been rendered in accordance with drawings and specifications on the Project and based on observations by project managers of Veenstra & Kimm who are contracted with the City of West Branch to oversee the construction process; and

WHEREAS, it is now necessary for the City Council to accept Pay Estimate Number 2 in the amount of $496,619.15 to Triple B Construction Corp.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that Pay Estimate Number 2 in the amount of $496,619.15 to Triple B Construction Corp. is approved.

PASSED AND APPROVED this 17th day of August, 2026.

____
Roger Laughlin, Mayor

ATTEST:

____
Alycia A Friis, City Clerk

VEENSTRA & KIMM INC.
2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000
www.v-k.net

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PAY ESTIMATE NO. 2
WEST MAIN STREET OVERLAY
WEST BRANCH, IOWA

August 6, 2026

Triple B Construction
710 Ayres Progress Drive
Wilton, IA 52778

Contract Amount $742,540.50
Contract Date April 1, 2025
Pay Period July 14, 2026 - Aug 6 ,2026

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Topsoil, Strip, Salvage & Spread	CY	651	$ 16.00	$ 10,416.00	100	$ 1,600.00
1.2	Topsoil, Furn+Spread	CY	325	$ 42.00	$ 13,650.00		$ -
1.3	Excav, Class 10, Roadway & Borrow	CY	1,608	$ 25.00	$ 40,200.00	1,608	$ 40,200.00
1.4	Excavation, Class 10, Waste	CY	697	$ 21.00	$ 14,637.00	697	$ 14,637.00
1.5	Excavation, Class 13, Waste	CY	884	$ 15.00	$ 13,260.00	884	$ 13,260.00
1.6	Excav, Class 13, Stockpile & Spread	CY	48	$ 35.00	$ 1,680.00	15	$ 525.00
1.7	Sidewalk Removal	SY	27	$ 10.00	$ 270.00	27	$ 270.00
1.8	Driveway Removal	SY	192	$ 20.00	$ 3,840.00	313	$ 6,260.00
1.9	Pavement Removal	SY	39	$ 50.00	$ 1,950.00	39	$ 1,950.00
1.10	Pipe Removal	LF	141	$ 15.00	$ 2,115.00	141	$ 2,115.00
1.11	Remove and Reinstall Traffic Signs	Ea.	7	$ 320.00	$ 2,240.00		$ -
1.12	Pav't Scarification	SY	8,141	$ 4.00	$ 32,564.00	8,020	$ 32,080.00
1.13	Subbase, Modified, 6"	CY	425	$ 80.00	$ 34,000.00	439	$ 35,120.00
1.14	Erosion Stone	Ton	30	$ 60.00	$ 1,800.00	14.4	$ 864.00
1.15	St SWR, Trenched, RCP Cl III, 15"	LF	164	$ 85.00	$ 13,940.00	164	$ 13,940.00
1.16	St SWR, Trenched, RCP Cl III, 18"	LF	196	$ 88.00	$ 17,248.00	196	$ 17,248.00
1.17	St SWR, Trench, Gasket C443, 18"	LF	110	$ 92.00	$ 10,120.00	110	$ 10,120.00
1.18	Storm Sewer, Trenched, RACP, 36"	LF	173	$ 215.00	$ 37,195.00	189	$ 40,635.00
1.19	Storm Sewer, Trenched, CMP, 24"	LF	56	$ 140.00	$ 7,840.00	56	$ 7,840.00
1.20	Apron, RACP, 36"	Ea.	1	$ 7,000.00	$ 7,000.00	1	$ 7,000.00
1.21	Apron, CMP, 24"	Ea.	1	$ 1,400.00	$ 1,400.00	1	$ 1,400.00
1.22	Intake, SW-512	Ea.	4	$ 2,200.00	$ 8,800.00	4	$ 8,800.00
1.23	Intake Adjustment, Top Only	Ea.	1	$ 1,000.00	$ 1,000.00	1	$ 1,000.00
1.24	Manhole Adjustment, Minor	Ea.	2	$ 1,500.00	$ 3,000.00	3	$ 4,500.00
1.25	Manhole Adjustment, Major	Ea.	1	$ 3,000.00	$ 3,000.00	1	$ 3,000.00
1.26	Modify Intake for Connection	Ea.	1	$ 2,500.00	$ 2,500.00	1	$ 2,500.00
1.27	HMA ST, 1/2" Base Mix, Pg-58-28S	Ton	534	$ 134.00	$ 71,556.00	508.17	$ 68,094.78
1.28	HMA ST, 3/8" Intermed Mix, Pg-58-28S	Ton	861	$ 134.00	$ 115,374.00	926.82	$ 124,193.88
1.29	HMA ST, 3/8" Surf Mix, No Friq Pg-58-28	Ton	916	$ 134.00	$ 122,744.00	995.01	$ 133,331.34
1.30	Sidewalk, PCC, 6", C4 Mix	SY	15	$ 102.00	$ 1,530.00	15	$ 1,530.00
1.31	Pavement, PCC, 7", C4 Mix	SY	144	$ 155.00	$ 22,320.00	144	$ 22,320.00
1.32	Driveway, PCC 7", C4 Mix	SY	58	$ 102.00	$ 5,916.00	58	$ 5,916.00

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.33	Detectable Warning	SF	30	$ 30.00	$ 900.00	30	$ 900.00
1.34	Painted Pav't Markings, Solvent/Waterb	Sta	120.3	$ 65.00	$ 7,819.50	120.3	$ 7,819.50
1.35	Hydra Seed, Fertiliz, Mulch, Type 1 Urba	Acre	1.21	$ 6,050.00	$ 7,320.50		$ -
1.36	Turf Reinforce Mat, Type 2.C (RECP)	SY	3,597	$ 1.50	$ 5,395.50		$ -
1.37	Silt Fence	LF	575	$ 4.00	$ 2,300.00	100	$ 400.00
1.38	Asphalt Smoothness Testing	LS	1	$ 3,500.00	$ 3,500.00		$ -
1.39	Traffic Control	LS	1	$ 7,000.00	$ 7,000.00	0.75	$ 5,250.00
1.40	Construction Survey	LS	1	$ 7,500.00	$ 7,500.00	0.75	$ 5,625.00
1.41	Mobilization	LS	1	$ 70,000.00	$ 70,000.00	0.75	$ 52,500.00
1.42	Maintenance of Postal Service	LS	1	$ 2,000.00	$ 2,000.00	0.75	$ 1,500.00
1.43	SWPPP Preparation	LS	1	$ 1,500.00	$ 1,500.00	1	$ 1,500.00
1.44	SWPPP Management	LS	1	$ 2,200.00	$ 2,200.00	0.75	$ 1,650.00
				Contract Price:	$ 742,540.50		$ 699,394.50

MATERIALS STORED SUMMARY

	Description	# of Units	Unit Price	Extended Cost
			Total	$ -

SUMMARY

		Total Approved	Total Completed
	Contract Price	$ 742,540.50	$ 699,394.50
Approved Change Order (list each)	Change Order No. 1	$ 9,570.00	$ 9,570.00
	Change Order No. 2	$ 11,830.50	$ 10,521.26
	Revised Contract Price	$ 763,941.00	$ 719,485.76

Stored	
Total Earned	$ 719,485.76
Retainage (3%)	$ 21,584.57
Total Earned Less Retainage	$ 697,901.19

Total Previously Approved (list each)	Pay Estimate No. 1	$201,282.04

		Total Previously Approved	$ 201,282.04
Percent Complete	94%	**Amount Due This Request**	**$ 496,619.15**

The amount $ 496,619.15 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:	Recommended By:	Approved By:
Triple B Construction	Veenstra & Kimm, Inc.	West Branch, Iowa
Signature: BJ	Signature:	Signature:
Name: Brad Jipp	Name: Eric Gould	Name:
Title: President	Title: Engineer	Title:
Date: 8/10/26	Date: August 6, 2026	Date:

CITY OF WEST BRANCH IOWA

REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	August 17, 2026

AGENDA ITEM:	**Resolution 2026-86** Approving Change Order #3 in the amount of $3,629.73 for the W Main Street Overlay Project.
PREPARED BY:	City Clerk, Alycia Friis
DATE:	August 12, 2026

SUMMARY:

Triple B Construction Corp. of Wilton, Iowa was awarded the construction contract for the W Main Street Overlay Project (the "Project") by the West Branch City Council through the passage of Resolution 2026-45 on May 4, 2026 in the amount of $742,540.50.

The City has received and approved the following Change Orders for the project to date:

Pay Estimate Number	Amount	Resolution #	Date
1	$10,945.37	2025-6 2	July 21,2025
2	$3,821.40	2025-100	September 15, 2025

RESOLUTION 2026-86

A RESOLUTION APPROVING CHANGE ORDER #3 IN THE AMOUNT OF $3,629.73 FOR THE W MAIN STREET OVERLAY PROJECT

WHEREAS, Triple B Construction Corp. of Wilton, Iowa was awarded the construction contract for the W Main Street Overlay Project (the "Project") by the West Branch City Council through the passage of Resolution 2026-45 on May 4, 2026 in the amount of $742,540.50; and

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

WHEREAS, Change Order #3 increases the contract amount by $3,629.73; and

WHEREAS, it is now necessary to approve Change Order #3 in the amount of $3,629.73 for the W Main Street Overlay Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that Change Order #3 in the amount of $3,629.73 for the W Main Street Overlay Project is approved.

Passed and approved this 17th day of August, 2026.

____
Roger Laughlin, Mayor

ATTEST:

____
Alycia A Friis, City Clerk

VEENSTRA & KIMM INC.
2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000
www.v-k.net

A Kleinfelder Company

August 10, 2026

CHANGE ORDER NO. 3

WEST MAIN STREET OVERLAY
WEST BRANCH, IOWA

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

1. Additional labor, equipment and material to extend the 24" CMP culvert on the west side of the West Branch CSD driveway.

a.	Materials (6LF of pipe, bends, bands)	LS	$ 1,799.75
b.	Labor and equipment	LS	$ 1,500.00
c.	Contractor's OH & P	LS	$ 329.98
		Total:	$ 3,629.73

Change Order No. 3 increases the contract amount by $ 3,629.73 .

TRIPLE B CONSTRUCTION CORP.	CITY OF WEST BRANCH, IOWA
By BG	By
Title President	Title
Date 8/10/26	Date
VEENSTRA & KIMM, INC.	**ATTEST:**
By	By
Title Project Engineer	Title
Date August 10, 2026	Date

V&K Job No. 368332

CITY OF WEST BRANCH IOWA

REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	August 17, 2026

AGENDA ITEM:	**Resolution 2026-87** – Approving an Agreement for solid waste and recycling collection services with Smith Sanitation Services LLC.
PREPARED BY:	Alycia Friis, City Clerk
DATE:	August 13, 2026

BACKGROUND:

City Attorney Olson has prepared the attached agreement with Smith Sanitation Services, LLC which includes a 5-year agreement.

This agreement would take affect on September 1, 2026 and would be in place for a 5 year period following.

RESOLUTION 2026-87

RESOLUTION APPROVING AN AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES WITH SMITH SANITATION 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 Smith Sanitation Services, LLC 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 Smith Sanitation Services, LLC for the period of September 1, 2026 through September 1, 2031 (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 Smith Sanitation Services, LLC 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 17th day of August, 2026.

____

Roger Laughlin, Mayor

ATTEST:

____

Alycia Friis, 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, hereinafter referred to as "City," and Smith Sanitation Services, LLC, hereinafter referred to as "Hauler." In consideration of the mutual promises contained herein, the parties agree as follows:

<u>SECTION 1. DEFINITIONS.</u>

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. "Bulky waste" shall mean large household appliances including but not limited to stoves, refrigerators (unless it contains a component having hazardous substances, such as Freon, in which event disposal would be by special arrangement only), 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.

d. "City" shall mean the City of West Branch, Iowa.

e. "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.

f. "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.

g. "Container" shall mean a closed and waterproof plastic container, varying in size and provided by the Hauler.

h. "Curbside" shall mean the area adjacent to the curb or travelled portion of the roadway.

i. "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.

j. "Extra refuse" shall mean trash that exceeds the amount of capacity in the container.

k. "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.

l. “Hauler” shall mean Smith Sanitation Services, LLC.

m. “Household” shall be composed of persons that reside together in a dwelling unit

n. “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.

o. “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.

p. “Residential solid waste” shall mean refuse, recyclables, yard waste and bulky waste.

q. “Refuse” shall mean solid waste such as food waste, trash, rags, ashes, 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.

r. “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.

s. “Removal” shall mean collection and disposal.

t. “Tags” shall mean the tag (commonly referred to as a sticker) designated by the City of West Branch which is placed on extra refuse and bulky waste to indicate that the disposal fee has been paid.

u. “Tin and steel can” shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

<u>SECTION 2. SCOPE OF WORK.</u>

a. The Hauler agrees to collect and dispose of Recyclables from each single-family dwelling, multi-family dwelling and apartment complexes, but not including mobile-home parks, 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 or every other 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 provided 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 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. Hauler staff will work at the cleanup. The Hauler agrees that the first cleanup in a calendar year will be free to the City and the City agrees that a second cleanup in a calendar year will be charged at $750.00.

e. 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 5-year fixed price. Any 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 6:00 a.m. to 4:00 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 September 1, 2026, until August 31, 2031, unless terminated as provided herein. 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. The City shall have the right to terminate this Agreement upon transfer of the company by the Hauler within 90 days after receiving the Hauler's notice to transfer the company.

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 6:00 a.m. and 4:00 p.m. on any collection day. Friday 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 approval 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 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 day 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 waste building 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.

i. Household appliances, interior remodeling and containable refuse must be collected and disposed of by the Hauler if the owner/occupant contacts the Hauler and makes necessary pickup and financial arrangements to have the above items disposed. Such service furnished by the Hauler will be charged to said owner/occupant in accordance with the approved Schedule of Fees maintained at the office of the City Clerk and Hauler. Such special services shall be billed and collect by the Hauler.

j. The Hauler shall be responsible for the submission of monthly reports including but not limited to: the total weight of recyclable materials collected, and the refuse tonnage disposed at the landfill. The City may withhold payment until the Hauler has submitted the above-referenced reports and receipts.

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 September 1, 2026, and shall update the same annually, all of which shall be a part of this Agreement by this reference.

SECTION 7. CONTAINERS

a. Hauler shall provide one container for recycling and one container for refuse at no cost to the owner/occupant. Each container will have a hinged lid with the recycling container being identified with a yellow 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 City.

b. Recyclables may be commingled in recyclable containers.

SECTION 8. ROUTES AND CHANGES

a. The Hauler shall prepare and file with the City prior to the commencement of this Agreement a collection and disposal schedule together with a complete map of the residential solid waste collection districts within the City. The Hauler shall indicate thereon in an easily understandable manner the days of collection for each district. This schedule shall be subject to the approval of the City, which approval shall not be unreasonably withheld.

b. The collection schedule, when approved by the City, shall be maintained without modification unless a change is first approved by the City and written notice thereof given as hereinafter provided.

c. The Hauler shall cause a collection schedule to be published once in the official newspaper of the City prior to beginning collection under this Agreement and in January of each year of the contract unless this requirement is waived by the City. A map and schedule shall be provided to the City at no charge to the City.

d. The published schedule shall contain a map or sketch delineating the boundaries of each district, the day or days of the week upon which collections will be made and the name, address and phone numbers of the Hauler and any other information deemed reasonably necessary by the City Administrator. Thereafter, before any change in the collection schedule is made, the Hauler shall provide the City Administrator with a proposed revised collection schedule and new map. No such change in the collection schedule shall be made without prior approval by the City. In the case of collection schedule change, the Hauler, in coordination with the City, shall be responsible for publicizing the change.

SECTION 9. OFFICE FOR INQUIRIES AND COMPLAINTS

a. The Hauler shall provide for the wide distribution of a contact phone number in the name of the Hauler as it appears in this Agreement by placing a company sticker on each dwelling container.

b. If a dwelling unit is missed, not by the fault of the dwelling unit owner or tenant, the Hauler shall collect that dwelling unit no later than 24 hours following the date and time of notification, provided that day is not a Saturday, Sunday or holiday. If the following day is a Saturday, Sunday or a holiday, the Hauler shall collect the missed dwelling unit on the next following workday.

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

SECTION 10. CITY PROPERTIES/CLEAN UP DAYS.

a. The Hauler shall collect solid waste and recyclables from the City facilities at no additional charge.

b. The Hauler will cooperate with the City to schedule at least one (1) city-wide cleanup per calendar year at no cost to the City. If the City requests an additional city-wide cleanup day, the City shall pay the fee of $750.00 for each additional city-wide cleanup day.

SECTION 11. STATUES 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 County, the State of Iowa, and the United Staes now in effect or hereinafter enacted.

SECTION 12. PERMITS AND LICESES

a. 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.

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 cancelation.

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 property 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 14. 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 Healer an employee of the City.

SECTION 15. WORKERS COMPENSATION INSURANCE

a. The Hauler, shall at all times be fully insured, at its own expense, with Workers Compensation Insurance as mandated by the laws of the State of Iowa. The Hauler shall hold the City harmless from any and all liability for any cause that may arise by reason of injuries to any employee or agent of the Hauler who may be injured while performing work or labor under the provisions of this Agreement, except when said injury is caused by the negligent act or conduct by the City.

b. No work shall be performed by the Hauler during any period that it is not covered by Workers Compensation Insurance or any other insurance as required by this Agreement. In such an event, the applicable provisions hereof shall apply the same as when the Hauler fails to collect and dispose of garbage. The Hauler shall file a certificate with the City showing said insurance to be in full force and effect for the entire term of the contract.

SECTION 16. 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 17 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 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 17. NOTICES.

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

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

Wesly and Makayla Smith
Smith Sanitation Services, LLC
104 Greenfield Drive
Tiffin, Iowa 52340

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 ______________, 2026.

CITY OF WEST BRANCH, IOWA

By: ___________________________
Roger Laughlin, Mayor

ATTEST: ________________________
Alycia Friis, City Clerk

SMITH SANITATION SERVICES

By:____________________________

____
Print name and title

APPENDIX A

SCHEDULE OF FEES

Monthly Recycling Pickup	$4.00 per month
Monthly Solid Waste Weekly Pickup 35 gallon	$17.50 per month
Monthly Solid Waste Weekly Pickup 65 gallon	$18.50 per month
Appliances, Furniture, Bulky Pickup, etc.	One (1) Bulk item per month $25.00 Single Appliances $45.00
Stickers for Extra Trash	$3.50
=	

REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	August 17, 2026

AGENDA ITEM:	Resolution 2026-88 Approve the Cedar County Hazard Mitigation Plan for the City of West Branch, Iowa./ Move to Action.
PREPARED BY:	City Clerk, Alycia Friis
DATE:	August 6, 2026

BACKGROUND:

Cedar County Emergency Management Director, Dwayne Brown Jr. reached out and is looking to get approval and adoption of the Cedar County Hazard Mitigation Plan that has been updated. The below verbiage is from the email sent by Dwayne.

"Any adoption resolution approved at this stage will automatically apply to the final FEMA-approved version of the plan.

I have attached an example adoption resolution that your jurisdiction may use as a template.

Once FEMA has approved the plan and your jurisdiction has adopted it, your community will be eligible to apply for FEMA Hazard Mitigation Assistance grant funding."

RESOLUTION 2026-88

RESOLUTION APPROVING THE CEDAR COUNTY HAZARD MITIGATION PLAN FOR THE CITY OF WEST BRANCH, IOWA

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed into law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Hazard Mitigation Plan was prepared by the Cedar County Emergency Management Agency, with assistance from JEO Consulting Group, Inc.

WHEREAS, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the region and participating jurisdictions located within the planning boundary by identifying the hazards that affect the City of West Branch and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of the City of West Branch in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, **BE IT RESOLVED**, by the City Council of the City of West Branch, Iowa does herewith adopt the Cedar County Hazard Mitigation Plan Update in its entirety as approved by FEMA.

Passed and approved this 17th day of August, 2026.

____
Roger Laughlin, Mayor

ATTEST:

____
Alycia Friis, City Clerk

ABOUT THE PROJECT

The Cedar County Iowa Hazard Mitigation Plan (HMP) is being updated to identify and reduce the impacts of natural hazards that pose risks to our communities. Natural hazards include events such as floods, severe storms, tornadoes, drought, and extreme temperatures that can threaten lives, property, and local infrastructure.

The plan outlines strategies and actions to help the county and its communities prepare for and lessen the effects of these hazards before disasters occur. Developed in coordination with local jurisdictions, emergency management officials, and state and federal partners, the HMP reflects input from residents and stakeholders throughout the planning process.

Once approved by the Federal Emergency Management Agency (FEMA), the plan will help participating jurisdictions (i.e., county, cities, and school districts) remain eligible for federal funding to implement mitigation projects that reduce future disaster losses.

Cedar County Emergency Management hired JEO Consulting Group to guide and facilitate the HMP process. This plan update is being funded by a FEMA Hazard Mitigation Grant Program (HMGP) grant, which includes 75% federal funding and 25% local match. The local match is being provided through in-kind time documented by jurisdictions and emergency management.

For more information about Cedar County Emergency Management, please visit their website here.

CITY OF WEST BRANCH IOWA

REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	August 17, 2026

AGENDA ITEM:	**First Reading Ordinance 840 -** Amending Chapter 92 – Water Rates.
PREPARED BY:	City Clerk, Alycia Horras
DATE:	August 13, 2026

SUMMARY: West Branch Code of Ordinance update:

(Current language)

92.02 RATES FOR SERVICE.
Water service shall be furnished at the following monthly_rates within the City:

(Code of Iowa, Sec. 384.84)

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

(Subsection 1 – Ord. 814 – Jul. 24 Supp.)

(New language)

92.02 RATES FOR SERVICE. Water service shall be furnished at the following monthly_rates within the City:

(Code of Iowa, Sec. 384.84)

1. **Rate effective July 1, 2024: $10.71 per 1000 gallons with 1,700 gallon minimum.**
2. **Rate effective July 1, 2025: $10.92 per 1000 gallons with 1,700 gallon minimum.**
3. **Rate effective July 1, 2026: $11.14 per 1000 gallons with 1,700 gallon minimum.**
4. **Rate effective July 1, 2027: $11.36 per 1000 gallons with 1,700 gallon minimum.**
5. **The water rate per 1000 gallons shall increase annually each July 1st thereafter by two percent (2%).**

(Subsection 1 – Ord. 814 – Jul. 24 Supp.)

ORDINANCE NO. 840

AN ORDINANCE AMENDING CHAPTER 92 – WATER RATES

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

1. Amendment. Section 92.02 is hereby amended by deleting it in its entirety and replacing it with the following:

92.02 RATES FOR SERVICE. Water service shall be furnished at the following monthly_rates within the City:

(Code of Iowa, Sec. 384.84)

1. Rate effective July 1, 2024: $10.71 per 1000 gallons with 1,700 gallon minimum.
2. Rate effective July 1, 2025: $10.92 per 1000 gallons with 1,700 gallon minimum.
3. Rate effective July 1, 2026: $11.14 per 1000 gallons with 1,700 gallon minimum.
4. Rate effective July 1, 2027: $11.36 per 1000 gallons with 1,700 gallon minimum.
5. The water rate per 1000 gallons shall increase annually each July 1st thereafter by two percent (2%).

(Subsection 1 – Ord. 814 – Jul. 24 Supp.)

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 17th day of August, 2026.

First Reading: August 17, 2026
Second Reading: September 8, 2026
Third Reading: September 21, 2026

____
Roger Laughlin, Mayor

ATTEST:

____
Alycia Friis, City Clerk

I certify that the foregoing was published as Ordinance No. ______ on the ________ day

of ______________________, 2026.

____
Alycia Friis, City Clerk

CITY OF WEST BRANCH IOWA

REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	August 17, 2026

AGENDA ITEM:	Resolution 2026-89 Approving the General Agreement between the US Department of the Interior National Park Service and the City of West Branch, Iowa regarding snow removal, road striping, brine production & storage.
PREPARED BY:	City Clerk, Alycia Friis
DATE:	August 13, 2026

BACKGROUND:

The City received a letter from the U.S. Department of Interior National Park Services requesting services from the City of West Branch for snow removal, road striping, brine production & storage through Contract 140P6026P0038 for the period of August 3, 2026 to August 3, 2027.

The City receives $10,019.00 from the U.S Department of Interior for these services.

RESOLUTION 2026-89

RESOLUTION APPROVING THE GENERAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AND THE CITY OF WEST BRANCH, IOWA REGARDING SNOW REMOVAL, ROAD STRIPING, BRINE PRODUCTION & STORAGE

WHEREAS, the objective of the Agreement is to establish services to be provided by the City of West Branch public works department; and

WHEREAS, the Herbert Hoover National Historic Site is requesting snow removal, road striping, bring production & storage services from the City of West Branch, to be delivered and performed at the Herbert Hoover National Historic Site; and

WHEREAS, the time frame of the agreement is set for one year, to start on August 3, 2026 and ending August 3, 2027; and

WHEREAS, the City Council would like to continue the provisions of the General Agreement, which are currently in place as a result of previous contracts between both parties; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned General Agreement with the United States Department of the Interior National Park Service, is hereby approved. Further, the Mayor and City Clerk are directed to execute the General Agreement on behalf of the City.

* * * * * * * *

Passed and approved this 17th day of August, 2026.

____
Roger Laughlin, Mayor

ATTEST:

____
Alycia Friis, City Clerk

United States Department of the Interior

NATIONAL PARK SERVICE
CONTRACTING OPERATIONS - CENTRAL
1849 C Street
NW Washington, DC 20240

MEMORANDUM FOR: Ryan Elliott
Contracting Officer's Representative

FROM: James Bissaillon
Contracting Officer

DATE: August 4, 2026

SUBJECT: Appointment of Contracting Officer's Representative (COR) for Purchase Order 140P6026P0038 HEHO Snow Removal, Road Striping, Brine Production & Storage

Pursuant to Federal Acquisition Regulation (FAR) 1.602-2, this memorandum appoints you as the Contracting Officer's Representative (COR) with respect to technical matters within the scope of the contractual instrument referenced above. As the COR, your primary duty is to monitor the performance of the Contractor, "City of West Branch" to ensure all technical requirements in the work statement are met by the delivery date or within the period of performance and at the price or within the estimated cost stipulated in the contract. The duties or authorities in this letter may not be delegated; therefore, you must advise the Contracting Officer and the Contract Specialist immediately in writing when you are unable to perform these duties.

This appointment specifically authorizes you to perform the following duties:

- Serve as the primary liaison between the contractor and the Contracting Officer;
- Maintain a complete working file for the assigned contractual instrument;
- Ensure contractor compliance with all aspects of the work statement as set forth in the contract instrument;
- Monitor and evaluate the contractor's performance and make timely reports of your findings to the Contracting Officer;
- Complete interim and final evaluations of the contractor's performance under the contract instrument, adhering to all contractor performance reporting requirements of Federal Acquisition Regulation (FAR) 42.15, *Contractor Performance Information*, and National Park Service (NPS) Acquisition Policy and Procedures Memorandum (AP&P) 1443.42-01, *Contractor Performance Evaluations*;

- Provide the Contracting Officer with copies of all of your written correspondence (including electronic communications) with the contractor;

- Inform the Contracting Officer of substantive oral communications (e.g., telephone conversations) with the contractor and provide notes and/or summaries of them as requested;

- Inspect and evaluate products in accordance with the terms and conditions of the contract instrument (including reports and drafts) and services delivered by the contractor, and make recommendations to the Contracting Officer regarding their acceptability;

- Review and approve/reject contractor's invoices (fixed-price contracts) or vouchers (cost-reimbursement type contracts). For performance-based contracts which involve progress payments, COR shall only make a recommendation on payment to Contracting Officer;

- Monitor the contractor's use of key personnel and notify the Contracting Officer of any changes in key personnel proposed by the contractor;

- Provide technical guidance to the contractor within the scope of the contract instrument;

- Promptly notify the Contracting Officer immediately of any:

  - Actual or potential contractor performance problems including causative factors and proposed actions for remediation;

  - Action or inaction by NPS personnel that may affect the contractor's ability to perform; and

  - Inappropriate action on the part of NPS personnel with regard to the contract (e.g., any action that creates a conflict of interest on the part of the contractor or causes the contractor to perform inherently governmental functions). The COR should concurrently notify the program office of any such action.

- As requested by the Contracting Officer, provide him/her with technical assistance on contract-related matters (e.g., disputes, settlements, litigation, patent and copyright issues, final payment during closeout, etc.);

- Provide timely reports on contractor performance to the Contracting Officer and other interested parties including evaluation reports entered into the Contractor Performance Assessment Reporting System (CPARS);

- Ensure proper distribution of final products and other information resulting from the contract;
- Review the qualifications of proposed subcontractors and the appropriateness of subcontracting contract work, and make recommendations to the Contracting Officer regarding consent to the placement of subcontracts;

- Provide the contractor with, monitor the use of, and report on Government-furnished property and equipment; and
- When applicable, ensure consistency among multiple CORs under a single contract when providing guidance to the contractor and evaluating the contractor’s performance.

This appointment does not authorize you to take any action that requires a Contracting Officer’s warrant, including:

- Changing or modifying any of the terms and conditions of the contract;
- Directing the contractor to perform work or make deliveries not specifically required under the contract;
- Directing the contractor to begin work prior to contract award date;
- Waiving or relaxing, in any way, the Government’s rights with regard to the contractor’s compliance with the specifications, price, delivery or any other terms or conditions of the contract;
- Interfering with contractor’s management of its employees, including “supervising” or directing the work of the employees;
- Making any commitments or approving any actions that would create any financial obligation on the part of the Government. As per Acquisition Policy and Procedures Memorandum (AP&P) 1443.01-04, personnel who direct any contracting actions without formally delegated contracting authority may be held liable for costs incurred for unauthorized contract actions;
- Causing the contractor to incur costs not otherwise detailed in the contracting instrument with the expectation that such costs will be reimbursed by the Government;
- Taking any action with respect to termination, other than notifying the Contracting Officer that action may be necessary and to assist with the process as requested;
- Participating in negotiations with a contractor outside the presence of a Contracting Officer;
- Rendering a decision on any dispute or question of fact under the Disputes clause of the contract; and
- Delegating your authority.

Matters of a contractual nature shall be referred to the undersigned Contracting Officer at (402) 800-8292. Contractual matters include any changes involving delivery time, cost, or scope of work.

Appointment contingencies:

This appointment is contingent upon your submission of evidence of your completion of the required training in accordance with the Federal Acquisition Institute's (FAI's) Federal Acquisition Certification - Contracting Officer's Representative (FAC-COR) certification requirements, AP&P 1443.01-06, *Appointment of Contracting Officer's Representatives*, and AP&P 1443.42-01, *Contractor Performance Evaluations*. Failure to submit the required documentation will result in the revocation of this appointment.

As a COR, you are responsible for maintaining an active FAC-COR certification and ensuring that certification renewal requirements are met prior to the expiration of your certification period. During the performance of this contract, please provide the Contracting Officer with certification updates. Contingent upon you maintaining an active FAC-COR certification, the period of this appointment shall be from the date of this memorandum until the completion of the contract (including the submission of all required close-out documentation to the Contracting Officer), unless otherwise revoked or canceled, in writing, by the Contracting Officer. If the appointment is revoked for any reason prior to the completion of this contract, or if your FAC-COR certification is not maintained, at the time of revocation you shall turn over all contract-related information in your possession to the successor COR, or make other dispositions as directed by the Contracting Officer. You may not transfer this appointment, or any authority provided by it to a successor COR.

PROPOSED SCHEDULE

Period of Performance: See Purchase Order and any subsequent modifications for the period of performance

At least one critical element in the COR's performance standards is specific to contract management and/or the duties described in this Contracting Officer's memorandum of appointment.

Please sign and return this memorandum to the Contracting Officer and keep a copy for your own records.

I hereby acknowledge that I understand and agree to the terms and conditions of this appointment.

ACCEPTANCE: Ryan Elliott 08/05/2026

(COR's name) Date

COR's Signature

CONCURRENCE: Peter S. Swisher 08/05/2026

(COR's Supervisor's name) Date

COR's Supervisor's Signature

CONCURRENCE: James Bissaillon 08/05/2026

(Contracting Officer's name) Date

Contracting Officer's Signature

cc: City of West Branch