



**PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. TUESDAY, FEBRUARY 6, 2018 IN THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH, IOWA**

<b>Mayor</b>	<b>Roger Laughlin</b>	<a href="mailto:mayor@westbranchiowa.org">mayor@westbranchiowa.org</a>
<b>Mayor Pro Tem</b>	<b>Colton Miller</b>	<a href="mailto:mcolton@rocketmail.com">mcolton@rocketmail.com</a>
<b>Council Member</b>	<b>Jordan Ellyson</b>	<a href="mailto:Jordanellyson@gmail.com">Jordanellyson@gmail.com</a>
<b>Council Member</b>	<b>Brian Pierce</b>	<a href="mailto:brianapierce@outlook.com">brianapierce@outlook.com</a>
<b>Council Member</b>	<b>Jodee Stoolman</b>	<a href="mailto:j.stoolmanwbcc@yahoo.com">j.stoolmanwbcc@yahoo.com</a>
<b>Council Member</b>	<b>Nick Goodweiler</b>	<a href="mailto:nickgoodweilerwbcc@gmail.com">nickgoodweilerwbcc@gmail.com</a>
<b>City Administrator</b>	<b>Redmond Jones II</b>	<a href="mailto:rjonesii@westbranchiowa.org">rjonesii@westbranchiowa.org</a>
<b>City Attorney</b>	<b>Kevin Olson</b>	<a href="mailto:kevinolsonlaw@gmail.com">kevinolsonlaw@gmail.com</a>
<b>Deputy City Clerk</b>	<b>Leslie Brick</b>	<a href="mailto:leslie@westbranchiowa.org">leslie@westbranchiowa.org</a>

**Please note:** *Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.*

**AGENDA**

- A. Call to Order**
- B. Opening Ceremonies**
  - 1. Pledge of Allegiance
  - 2. Welcome
- C. Roll Call**
- D. Guest Speaker, Presentations and Proclamations**
  - 1. Overview City Budget and Finance (repeat presentation from earlier budget meeting tentative)
  - 2. West Branch Main Street Community Development Group
- E. Public Comment**

*Anyone wishing to address the City Council may come forward when invited; please state your name and address for the record. Public comments are typically limited to three minutes, and written comments may be submitted to the Deputy City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.*
- F. Approve Agenda / Consent Agenda / Move to Action**

*Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the Public wishes to discuss any item on the Consent Agenda, they can request the item be removed from the Consent*

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*Agenda for discussion. The remaining items on the Consent Agenda will be voted on with one motion being made for all items on the Consent Agenda*

1. Motion to Approve Meeting Minutes for City Council Meeting January 16, 2018.
2. Motion to Approve Meeting Minutes for Special Council Meeting (FY19 Budget) January 22, 2018.
3. Motion to Approve Class C beer license including Class B native wine and Sunday Sales privileges for Shivji LLC DBA BP Amoco Located at 401 Parkside Street.
4. Motion to Approve a Special Class C Liquor License (BW) (Beer/Wine). Class B Native Wine with Sunday sales for Sal's Little Italy.
5. Motion to Appoint James Ellyson to the Park and Recreation Commission.
6. Motion to Appoint Neil Korsmo to the Zoning Board of Adjustment.
7. Motion to Approve the Recruitment and Hiring of Temporary Part Time Program Assistant and Interns for summer programs.
8. Approve Claims Report.

#### **G. Public Hearing / Non-Consent Agenda**

1. Resolution 1682 – A Resolution Calling For The Cedar County Commission Of Elections To Conduct A Public Referendum On The Question Of Imposing A Local Hotel And Motel Tax In The City Of West Branch, Iowa At The Rate Of 7% And Designate An Election Date; Whereas, The Issue Passes Or Fails Based On A Simple Majority Vote By The Voters Of West Branch.
2. Resolution 1681 – Approving Pedersen Valley Part Three Phase One, Lot 23 Site Plan.
3. Resolution 1683 – A Resolution Approving the Contract for the 2017 Hoover's Hometown Days Celebration in the Amount of \$35,000.00.
4. Resolution 1685 – An Agreement between the City of West Branch, Iowa and the West Branch Animal Clinic for the Provision of Animal Care Services.
5. Resolution 1686 – A Resolution Authorizing the Transfer of Funds.
6. Resolution 1684 – A Resolution Approving a Merchant Agreement for Credit Card Payment Services.

#### **H. Reports**

1. City Administrator's Report
2. City Attorney Report
3. Other Staff Hearsays

#### **I. Comments from Mayor and Council Members**

#### **J. Adjournment**

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## Guest Speaker, Presentations and Proclamations



A Main Street Iowa Community

## Year in Review

**\*\* 2017 \*\***

### Volunteer Hours (2017)

- **2535 Hours x \$24.14\* per hour = \$ 61,194.90**
- \*2016 Monetary Value: [www.independentsector.org](http://www.independentsector.org)
- **2016 = 2739 Hours** (After Accreditation Adjustment)
  - **2739 Hours x \$23.65 = \$64,777.35**
- **2015 = 1301 Hours** (After Accreditation Adjustment)

### City of West Branch

- **2017**
  - **\$10,000.00**
    - **35.45% reduction from previous year**
    - **49.95% reduction since February 2016**
- **2016**
  - **\$15,500.00**
    - **34.9% of annual budget**
    - **16.2% reduction effective February 2016**

### Events - Overall Overview

**Sweets for Success Fundraising Income: \$ 13,148.70**

**Donations collected for festivals: \$ 14,006.88 \***

**Expenses for festivals: \$ 16,228.25**

**Volunteer Labor Hours: 1,096.75 x \$24.14 per labor hour = \$26,475.55**

*\*Does NOT include any in-kind contributions.*

### Events - Overview by Event

#### Sweets for Success

**Income:**

**\$13,148.70 Action/Reservations/Open Desserts \*\*RECORDING BREAKING\*\***

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**\$13,148.70 Total Income**

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**Expenses:**

**\$ 1,112.00 Brick Arch Winery**

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**\$ 1,112.00 Total Income**

**In-kind:**

- **\$1,000.00 – Brick Arch Winery**
- **50' Bolt of Red Silk Fabric – It's New Again**
- **Auction Materials – Cotton Creek Quilt & Fabric Shoppe**
- **Program Printing – Little Lights/Nature's Grace Photography**
- **42 Dessert were donated by area bakers.**

**Volunteer Labor:**

- **176.25 Hours x \$24.14 per hour = \$ 4,254.67**

*Simply Summer*

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**Income:**

**\$ 135.00 S'Mores**

**\$ 185.00 Non-Alcoholic Summertime Beverages**

**\$ 695.00 Gate Cover**

**\$ 992.00 Raffle**

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**\$ 2,090.50 Total Income**

**Expenses:**

**\$ 750.00 Band**

**\$ 200.00 Security**

**\$ 170.00 Port-o-Jonny**

**\$ 353.00 Special Event Insurance**

**\$ 50.00 National Park Usage Permit**

**\$ 295.00 Movie Royalty**

**\$ 500.00 Advertising**

**\$ 40.26 Raffle Ticket Blanks**

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**\$ 2,358.26 Total Expenses**

**In-kind:**

- **Movie Royalty – Hills Bank & Trust**
- **Raffle Prize - \$400.00 – Bruce & Peggy Jeffries and Donna & Vic Zender**

**Volunteer Labor:**

- **243.5 Hours x \$24.14 per hour = \$ 5878.09**

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## Hoover's Home Town Days

### Income:

\$ 882.00 Raffle

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\$ 882.00 Total Income

### Volunteer Labor:

- 109.5 Hours x \$24.14 per hour = \$ 2643.33 \*

*\*This total represents CDG Volunteer Hours only.*

## Fall Festival

### Income:

\$ 239.57 Free-Will Donations

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\$ 239.57 Total Income

### Expenses:

\$ 450.00 Advertising

\$ 75.49 Traveling Trophy

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\$ 525.49 Total Expenses

### In-kind:

- 50 Medium Pumpkins – Cotton Creek Mill Quilt and Fabric Shoppe
- 50 Small Pumpkins – Kevin Rogers & Matt Brunscheen
- Hayrack and hay bales – Chuck and Tamie Urmie
- Truck to pull hayrack – Brown's West Branch
- Paper products for Chili Cook Off - Cotton Creek Mill Quilt and Fabric Shoppe
- Bottled Water - Cotton Creek Mill Quilt and Fabric Shoppe

### Volunteer Labor:

- 156 Hours x \$24.14 per hour = \$ 3,795.84

## Restaurant Week

### In-kind:

- Printing/Table Toppers/Bingo Cards – Main Street Sweet & Treats

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## *A Christmas Past*

### **Income:**

**\$ 6,675.00 Monetary Donations**  
**\$ 400.00 Free-Will Donations (cash horse-drawn carriages)**  
**\$ 2,106.00 Silent Auction**  
**\$ 577.15 Merchandise Sales**  
**\$ 1,036.00 Evergreen roping and wreaths**

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**\$10,794.15 Total Income**

### **Expenses:**

**\$ 6,600.00 Horse-drawn Carriages**  
**\$ 2,400.00 Young Footliters**  
**\$ 539.39 Newsletter/Schedule of Events**  
**\$ 482.50 Special Event Insurance Policy**  
**\$ 1,136.00 Evergreen roping and wreath**  
**\$ 75.00 Street Urns**

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**\$12,232.50 Total Expenses**

### **Additional In-kind:**

- **Town Hall Fee waived – City of West Branch**
- **Kids Fun Craft Supplies – Friday – West Branch Public Library/West Branch Parks & Rec**
- **Marshmallows, chocolate, graham crackers, etc. – West Branch Lions Club**
- **3600 Biscuits - Boys Scouts of America**
- **1200 hot dogs, buns, etc. – West Branch Fire Department**
- **175 dozen cookies, Joan Gibson and West Branch Fire Auxiliary**
- **\$275.00 Craft Supplies – Saturday – West Branch Community Schools FFA Alumni**
- **\$125.00 Nation Park User Fee & Lights for horse-drawn carriages – Kevin Rogers & Matt Brunscheen**
- **\$1600.00 Oasis Electric/Dan Haub – National Park Tree**
- **Delivery of signage, bricks, and sand – City of West Branch**
- **Police Officer – West Branch Police Department**

### **Volunteer Labor:**

- **411.5 Hours x \$24.14 per hour = \$ 9,933.61**

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*(The following is a synopsis of the minutes of the West Branch City Council meeting. A video recording is available for inspection on the City of West Branch Website at [www.westbranchiowa.org/government/council-videos](http://www.westbranchiowa.org/government/council-videos). The minutes are not approved until the next regularly scheduled City Council meeting.)*

*West Branch, Iowa*  
**Council Chambers**

*City Council Meeting*

*January 16, 2018*  
**7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:00 p.m. Mayor Laughlin invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Laughlin was present. Council members: Colton Miller, Nick Goodweiler, Jodee Stoolman and Jordan Ellyson were present. Brian Pierce was absent. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy City Clerk Leslie Brick, Finance Officer Gordon Edgar, Library Director Nick Shimmin, Public Works Director Matt Goodale, Park & Recreation Director Melissa Russell, Fire Chief Kevin Stoolman and Police Chief Mike Horihan.

**GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS**

Budget presentations:

Public Works – Goodale presented his budget which include a 5% overall reduction. Goodale said he had made reductions in the following areas: general fund roads and streets, Road Use Tax (Roads & Streets), Water and Sewer funds, Storm Water and Cemetery funds. Goodale said that although in reduced all areas, he was still hopeful to purchase a new plow truck with a dump box and one new lawn mower. Goodale proposed increases to maintain vehicle equipment and other small purchases during the year to continue the same level of service Public Works currently provides.

Parks & Recreation – Russell presented her budget to reflect a 5% overall reduction. Areas affected include decreases in grounds care, office supplies, postage, recreation supplies, and some program changes. Russell said that the areas cut did reflect actual numbers from the last budget so she was comfortable reducing in those areas. Total budget reduction equals \$5,102.00.

**PUBLIC COMMENT**

No comments.

**APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION**

Motion to Approve Meeting Minutes for City Council Meeting January 2, 2018.

Motion to Approve the Renewal of Liquor License for “Fisher’s Market Nauvoo, IL dba Dewey’s Jack & Jill” located at 115 W. Main Street.

Motion to Approve the Renewal of Liquor License for **Sunday sales** at “Herb & Lou’s”, located at 105 Downey Street, West Branch, IA.

Approve Claims Report.

EXPENDITURES	1/16/2018	
ALLIANT ENERGY	WATER TOWER	8,464.99
AMAZON	BOOKS AND DVDS	434.81
ASCAP	MUSIC LICENSE FEE	348.00
BAKER & TAYLOR INC.	BOOKS	438.14
BANKERS ADVERTISING COMPANY	NAME BADGES	62.00
BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	344.91
BEAN & BEAN	GRAVE OPENING	550.00
BP AMOCO	BP AMOCO	337.65
BUSINESS RADIO SALES	RADIO REPAIR	53.75
CAPITAL ONE COMMERCIAL	PROGRAM SUPPLIES	196.91
CULLIGAN WATER TECHNOLOGIE	WATER SOFTENER SERVICE	35.20

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DAN'S OVERHEAD DOORS & MOR	DOOR REPAIR	1,615.09
ELDON C STUTSMAN INC	MAINTENANCE SUPPLIES	340.05
FARMERS SUPPLY SALES INC	SUPPLIES	4.40
HAWKINS INC	AZONE 15	455.45
IMWCA	WORK COMP PMT 7	5,143.00
JOHNSON COUNTY AMBULANCE S	MEDICAL SUPPLIES	33.29
JOHNSON COUNTY REFUSE INC.	GARBAGE STICKERS	625.00
KOCH BROTHERS INC	COPIER MAINTENANCE	294.62
LINN COUNTY R.E.C.	SIREN @ GREENVIEW	145.70
LYNCH'S EXCAVATING INC	PAVING-SEWER REPAIR	9,370.00
LYNCH'S PLUMBING INC	SUMP PUMP	177.00
MENARDS	SUPPLIES	1,426.13
MID-STATES ORGANIZED CRIME	2018 MEMBERSHIP	100.00
MIDWEST FRAME & AXLE	REPAIR OSH KOSH	2,201.12
OASIS ELECTRIC LLC	OASIS ELECTRIC LLC	667.81
OLSON, KEVIN D	LEGAL SERVICES - JANUARY 2018	1,500.00
OMNISITE	WIRELESS SERVICE	360.00
OVERDRIVE INC	BOOKS & AUDIO BOOKS	130.49
PITNEY BOWES PURCHASE POWE	REPLENISH POSTAGE METER	1,003.50
PYRAMID SERVICES INC.	SUPPLIES	268.57
QUAD CITY SAFETY INC	CALIBRATION GAS	659.78
QUALITY ENGRAVED SIGNS	NAME PLATES	60.00
QUILL CORP	OFFICE SUPPLIES	206.65
SCHIMBERG CO	HYDRANT REPAIR KIT	143.70
SPEER FINANCIAL INC	FINANCING SERVICES	15,950.00
STATE HYGIENIC LAB	LAB ANALYSIS	26.00
SUPPLYWORKS	JANITORIAL SUPPLIES	74.22
US BANK EQUIPMENT FINANCE	COPIER PURCHASE & LEASE	2,386.85
WALMART COMMUNITY/RFCSELLC	DVDS & PROGRAM SUPPLIES	197.74
WEST BRANCH COMMUNITY DEVE	DONATION FOR SIGN	300.00
WEST BRANCH REPAIRS	VEHICLE REPAIR	231.41
WEST BRANCH TIMES	LEGAL NOTICES & ADVERTISING	931.14
WEX BANK	VEHICLE FUEL	1,218.47
ZEPHYR PRINTING & DESIGN,	MAPS	1,144.68
TOTAL		60,658.22
PAID BETWEEN MEETINGS		
BEAUTIFUL LAND PRODUCTS	UTILITY REFUND	14.68
CARTER, SHERRY	UTILITY REFUND	38.00
LEGACY HOMES	UTILITY REFUND	111.57
BRICK, LESLIE	MILEAGE	21.41
JULIE HIME	VIDEOGRAPY SERVICES	100.00
TOTAL		285.66
PAYROLL 1-12-18		42,401.45
TOTAL EXPENDITURES		103,345.33
FUND TOTALS		
001 GENERAL FUND	33,938.03	
022 CIVIC CENTER	442.25	
031 LIBRARY	7,462.75	
036 TORT LIABILITY	4,751.02	
110 ROAD USE TAX	8,959.91	
112 TRUST & AGENCY	4,420.99	
308 PARK IMP - PEDERSEN VALLEY	11,764.36	
309 PHASE I PARK IMPROVEMENTS	160.16	
310 COLLEGE STREET BRIDGE	1,874.26	
314 N FIRST ST IMPROVEMENTS	1,424.37	
318 COLLEGE ST & 2ND ST IMPROVEMENTS	726.85	
600 WATER FUND	10,139.75	
610 SEWER FUND	17,280.63	
GRAND TOTAL	103,345.33	

Motion by Ellyson, second by Miller to approve agenda/consent agenda items. AYES: Ellyson, Miller, Stoolman, Goodweiler. Absent: Pierce. NAYS: None. Motion carried.

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

### Motion to Approve the annual Mayoral Appointments./Move to action

Mayor Pro Tem- Colton Miller

Official City Newspaper – West Branch Times

Animal Control Facility – West Branch Animal Clinic

City Engineer – Dave Schechinger, Veenstra & Kimm, Inc.

Motion by Goodweiler, second by Ellyson. AYES: Goodweiler, Ellyson, Miller, Stoolman. Absent: Pierce. NAYS: None. Motion carried.

### Resolution 1680 – Accepting bids and awarding the construction contract for the Cubby Park Improvements Project./Move to action

Fehr Graham's Nate Kass, reported that five responsive bids were received for the project. One non-responsive bid was received unsigned and was not read at the bid opening. Of the five responsive bids received, the lowest bid was 4.4% above engineer's estimates. Needham Construction from Walcott, Iowa was the low bidder with a base bid of \$2,457,930.69. The project bid also included options for fencing, ball field lighting and dugouts which the low bidder was also Needham Construction. Kass said reference checks were made and all comments received were excellent. He said Needham was known to be fantastic to work with, has good equipment and a great work force. The Council discussed the fencing, lighting and dugout options and chose option A for each totaling an additional \$487,496.70. The final construction costs for the project is estimated at \$2,945,427.39. Kass also said that Needham could meet all of the pipeline's insurance requirements. Kass recommended awarding the contact to Needham Construction of Walcott, Iowa.

Motion by Miller, second by Goodweiler to approve Resolution 1680. AYES: Miller, Goodweiler, Stoolman, Ellyson. Absent: Pierce. NAYS: None. Motion carried.

### Motion to Approve Main Street Water Main Improvement Pay Estimate No. 3./Move to action.

Schechinger commented that initial seeding was done in the fall, however the contractor has a two year bond that requires them to ensure that the seeding is completed and sufficient.

Motion by Goodweiler, second by Ellyson. AYES: Goodweiler, Ellyson, Miller, Stoolman. Absent: Pierce. NAYS: None. Motion carried.

### Motion to Approve and Accept the Main Street Water Main Improvements Certificate of Completion./Move to action

Motion by Miller, second by Ellyson. AYES: Miller, Ellyson, Stoolman, Goodweiler. Absent: Pierce. NAYS: None. Motion carried.

### **Public Hearing: On proposal to enter into a General Obligation Loan Agreement.**

Laughlin opened the public hearing at 8:43 p.m. Finance Officer Edgar explained that the City used Road Use Tax dollars to fund this capital project. When the General Obligation Loan was borrowed, this project was inadvertently omitted to show that a portion of the loan proceeds were to pay back this Capital Project. Edgar said that no additional borrowing was taking place, that this was just a necessary public hearing allowing the City to be able to reimburse the Road Use Tax Fund. There were no public comments. Public Hearing closed at 8:45 p.m.

### Resolution 1679 – A Resolution taking additional action on proposal to enter into a General Obligation Loan Agreement./Move to action

Motion by Stoolman, second by Goodweiler to approve Resolution 1679. AYES: Stoolman, Goodweiler, Miller, Ellyson. Absent: Pierce. NAYS: None. Motion carried.

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Discussion: Budget Proposal to Pursue an Overtime Reduction Plan and to Pursue a 2% Cross the Board Cost of Living Adjustment for City Employees.

Jones proposed an overtime reduction plan stating that the anticipated overtime budget for FY19 is \$61, 284.01 (in increase of 1.33 % over the current budget). Jones said he has been working with Finance Officer Edgar on developing an overtime reduction plan and suggesting a 50% reduction for FY19 for department directors and key management personnel. In addition, Jones suggested the idea of moving all department directors to salary from hourly wages to help protect the overtime budget. Councilperson Miller and Mayor Laughlin were not in favor of the change. Miller stated that he felt certain situations require overtime and since the department directors were also 'working' directors, "not just sitting at a desk", they should be compensated for the overtime hours as needed. Jones asked the Council to consider the idea and said he would be more information back to the next salary budget discussion.

**CITY ADMINISTRATOR REPORT**

Jones reported on the Waste Water Task Force recent meeting and said he would recommend that Dave Schechinger, Veenstra & Kimm be officially accepted as the pre-design engineer for the project. He also invited council members and mayor to a small group budget and finance orientation with Finance Officer Edgar and himself. Jones also said he had reached out to the city attorney on getting an update from Casey's on the petroleum leak the DNR alerted the City about in December.

**CITY ATTORNEY REPORT**

Not available.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Mayor Laughlin provided an update on the Croell Redi Mix phase one site review. Laughlin also said that the Planning & Zoning Commission would be discussing the Complete Streets chapter which would address street widths. Laughlin also said he was working with the National Park Service on the possibility of installing an electric vehicle charging station.

**ADJOURNMENT**

Motion to adjourn regular meeting by Miller, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 9:27 p.m.

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Roger Laughlin, Mayor

ATTEST: \_\_\_\_\_  
Leslie Brick, Deputy City Clerk

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*West Branch, Iowa*  
**Council Chambers**

*Special City Council Meeting*  
**(FY19 Budget)**

*January 22, 2018*  
**6:30 p.m.**

Mayor Pro Tem Colton Miller called the West Branch City Council meeting to order at 6:33 p.m. Mayor Pro Tem Miller invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Laughlin was absent. Council members: Colton Miller, Nick Goodweiler, Jodee Stoolman, Brian Pierce and Jordan Ellyson were present. Mayor Laughlin arrived at 7:15 p.m. Miller welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy City Clerk Leslie Brick, Finance Officer Gordon Edgar, Library Director Nick Shimmin, Public Works Director Matt Goodale, Park & Recreation Director Melissa Russell and Police Chief Mike Horihan.

### **GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS**

Budget presentations:

General Funds Revenue – Finance Officer Edgar said he had been working on the budget and provided copies of the draft FY19 budget form 16-142 to the Council. Edgar reviewed the form highlighting several general fund revenue line items and said that although property assessments have increased from last year, the budget outlook was concerning. He also provided information on current outstanding debts and said he was very worried with the debt level and preliminary estimates may result in a tax increase. When asked why, Edgar reported that a few projects completed in 2017 were not funded with the previous budget and general funds were used to pay for them. That resulted in ‘borrowing’ from other funds to pay for the projects, but leaves the general fund short for other obligations. Edgar also stated that he had concerns with the College Street Bridge project and the additional improvements to North Second Street as that portion is also not funded. The Council requested additional detailed information to further assess the situation. A few council members said they were not in favor of a tax increase. They also said they were unaware of Edgar’s findings that some projects were not funded as they were lead to believe.

Fee Schedule Presentation – Deputy Clerk Brick presented the current West Branch Schedule of Fees and said that during a recent review she found that the schedule to be incomplete and that many more fees were currently in place but not listed on the schedule. Brick requested adding additional existing fees to the schedule in order to remain transparent to the public. She also said that during this review, it was apparent that some fees had not been reviewed for many years and should be looked at to determine if they were reflective of current rates. Brick said she was working with department directors to review all fees and would bring back suggestions for potential user fee increases.

Hotel Motel Tax – City Administrator Jones said he had done some research on adding a hotel motel tax as an additional revenue generator. He listed other surrounding communities that have the tax and noted that although the additional revenue it generates is not substantial in smaller communities, he felt it was worth pursuing. The Council felt it was a good idea and directed Jones to pursue the tax.

Administration Budget:

Economic and Community Development – Jones said as with other department requests, he reduced this budget by 5% as well. Jones recommended reductions in the fireworks for Hoover’s Hometown Days, a temporary discontinuation of funding the blacksmith at the National Park Service (NPS) for at least one year, summer concert series for performances in June only (in which the City would pay for two and NPS pay for two). Jones said he was expecting Community Development Group (CDG) to request additional help with the carriage rides for Christmas Past. CDG will present their request at the February 5<sup>th</sup> meeting.

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General Government – Jones said he was willing to forego one year of his ICMA credentialing per his contractual employment agreement with the City. Jones agreed that the next few budgets will be challenging with trying to pay down current debt and that all future projects will be investigated and scrutinized more thoroughly before implementation.

Capital Improvements – Jones reported that Goodale was getting prices on the West Branch Village Trail project and recruiting volunteers to help keep costs down. But that no other capital projects would be taken on for a few years.

Fire Department – Stoolman presented the fire department budget with the proposed 5% reduction. He noted areas where he was able to cut were based on actual expenditures from the FY17 budget. Stoolman did suggest to set aside \$1000 for emergency siren repairs, but said the Council could remove it if they needed. Otherwise with the proposed budget and the expected income, Stoolman presented a balanced budget.

#### **PUBLIC COMMENT**

No comments.

#### **APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION**

No items to approve.

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

Motion to direct the City Administrator to include an across the board 2% cost of living adjustment (COLA) for city employees and be reflected in the City Administrators recommended budget. /Move to action.

Jones said the purpose of the 2% increase was based on Federal Social Security Administration announcement. He further explained that COLA is to ensure the purchase power of the Social Security and Supplement Security Income benefit is not eroded by inflation. Stoolman commented that she would like to see future employee increases based on employee performance rather than across the board. Other council members agreed but said that would take some backend work to accomplish standards for determining compensation levels but felt it was something to move toward.

Motion by Ellyson, second by Goodweiler. AYES: Ellyson, Goodweiler, Miller, Stoolman, Pierce. Motion carried.

#### Discussion – Director’s Salary Proposal

Jones said that three years of data was reviewed to determine actual over-time hours used in determining a fair compensation adjustment for the department directors. In doing so, Jones said he was able to come to an agreement with the current directors on moving them from an hourly wage to an annual salary basis. This change will result in an approximately \$10,000 dollar savings. This change is intended to take place on July 1, 2018. Laughlin asked how the directors felt about the change. Parks & Recreation Director Russell said she was in favor of the change as it would help her do her job and provide the flexibility it would provide based on recreation programs. Goodale said he was fine with it since he was not taking a pay cut since he currently uses almost all of his overtime each year. Horihan said he was also okay with the change and said he would be making some internal changes and having other members of the department cover shifts when in the past he would cover. Stoolman suggested that part-time officers cover shifts for full-time officers when possible to keep over-time costs down.

#### **CITY ADMINISTRATOR REPORT**

No additional comments.

#### **CITY ATTORNEY REPORT**

Not available.

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**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Stoolman suggested that the City consider hiring a full-time fire chief in the future. Stoolman recognizes that that role is important and takes a lot of time. She also said that the current chief does a great job but that the responsibility does take him away from his current owned business which results in a loss of income. Finding someone else to replace him will be difficult. Goodweiler said he supports the idea.

**ADJOURNMENT**

Motion to adjourn regular meeting by Miller, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 9:29 p.m.

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

ATTEST: \_\_\_\_\_  
Leslie Brick, Deputy City Clerk

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	February 6, 2018
<b>AGENDA ITEM:</b>	Motion to Approve Class C beer license including Class B native wine and Sunday Sales privileges for Shivji LLC DBA BP Amoco Located at 401 Parkside Street.
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Deputy City Clerk Leslie Brick
<b>DATE:</b>	January 29, 2018

### BACKGROUND:

Approve Class C beer license including Class B native wine and Sunday Sales privileges for Shivji LLC DBA BP Amoco. Renewal effective February 20, 2018 through February 19, 2019.

<b>STAFF RECOMMENDATION:</b>	Approve Motion – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	February 6, 2018
<b>AGENDA ITEM:</b>	Sal's Little Italy New Liquor License
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Deputy City Clerk Leslie Brick
<b>DATE:</b>	January 23, 2018

### BACKGROUND:

Approve Special Class C Liquor License (BW) (Beer/Wine), Class B Native Wine with Sunday sales for Sal's Little Italy.

<b>STAFF RECOMMENDATION:</b>	Seek Approval from the City Council
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	February 6, 2018
<b>AGENDA ITEM:</b>	Appoint James Ellyson to the Park & Recreation Commission
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Deputy Clerk Leslie Brick
<b>DATE:</b>	January 29, 2018

### BACKGROUND:

James Ellyson has applied for a Park & Recreation Commission vacancy. James has been actively involved with recreation activities for several years and has been a volunteer coach for various programs.

### City Council Appointment/Reappointments:

Park & Recreation Commission: Appointment, James Ellyson, term expires 12/31/2018

<b>STAFF RECOMMENDATION:</b>	Seek Approval from the City Council on this topic
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 6, 2018
<b>AGENDA ITEM:</b>	Motion to Appoint Neil Korsmo to the Zoning Board of Adjustment.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Deputy Clerk, Leslie Brick
<b>DATE:</b>	January 29, 2018

**BACKGROUND:**

Neil Korsmo has applied for a Zoning Board of Adjustment vacancy. Neil possesses clear decision making and evaluation skills and has some background knowledge of zoning ordinances.

**City Council Appointment/Reappointments:**

Zoning Board of Adjustment: Appointment, Neil Korsmo, term expires 12/31/2022

<b>STAFF RECOMMENDATION:</b>	Approve Appointment
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	February 6, 2018
<b>AGENDA ITEM:</b>	Motion to Approve the Recruitment and Hiring of Temporary Part Time Program Assistant and Interns for summer programs.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Melissa Russell, Parks and Recreation Director
<b>DATE:</b>	February 1, 2018

### BACKGROUND:

The West Branch Parks and Recreation Department currently hires Temporary Counselors and Interns during the summer to assist with programs and field maintenance.

It is staff recommendation to add a Temporary Part Time Program Assistant position. The Program Assistant will perform many of the same duties as the Counselors and Interns. This position will be responsible for recreation activities and field maintenance in the event the Parks and Recreation Director is not available.

The Temporary Part Time Program Assistant will remain on the payroll year-round and work on an as needed basis.

It is the staff recommendation to offering a starting pay of up to \$12.50 an hour. Temporary positions are not eligible for benefits. 1<sup>st</sup> year Temporary Counselors are paid \$10.50 an hour. Interns are paid \$11 an hour. \$12.50 an hour for the Part Time Program Assistant reflects the current starting wage in other communities as well as the increased responsibility Program Assistant will have in the event the Parks and Recreation Director is not available.

Staff is not asking for an additional funds to cover the Temporary Part Time Program Assistant position. It is anticipated the Program assistant will work around 325 hours a year.

<b>STAFF RECOMMENDATION:</b> Approve a Temporary Part Time Program Assistant Position for West Branch Parks and Recreation.
---

<b>REVIEWED BY CITY ADMINISTRATOR:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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*West Branch Parks and Recreation*

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201 East Main Street • PO Box 218 • West Branch, Iowa 52358 (319) 930-0393 • Fax (319) 643-2782 •  
www.westbranchiowa.org • [melissa@westbranchiowa.org](mailto:melissa@westbranchiowa.org)

**Temporary Part-time Program Assistant:** Average of 5-20 hours per week. Wage-\$12.50

**Duties:** Working directly under the Parks and Recreation Director, duties will include planning and coordinating recreation programs, overseeing existing recreation programs, administering programs, administrative duties, daily operations, assist with special events and wellness activities, and park and ball field maintenance. This position will be asked to work a variety of hours including days, nights, and weekends.

**Requirements:** Experience in recreation, education, recreation programming, sports management or related field is desired, but not required. The candidate must be sports/activity minded, and possess the ability and desire to work with people of all ages. The candidate must have a general working knowledge of computers and computer programs such as word, excel and publisher. The position start date is in mid-March. Average work hours November-May will be 5-10 hours. June-August hours will average 20-40 hours with most weeks averaging 20 hours. Start date is negotiable. Position requires individual to lift to 50lbs.

**Disclaimer:**

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

Please contact Parks and Recreation Director Melissa Russell at [melissa@westbranchiowa.org](mailto:melissa@westbranchiowa.org) for further information.

Application deadline is February 23, 2018 or until position is filled.

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Parks and Recreation Department

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**Position:** Part time Program Assistant

**Department:** Parks & Recreation

**Position Status:** Temporary/non-exempt

The City of West Branch is accepting applications for temporary part-time program assistant to work at the Parks and Recreation Department. The program assistant will report directly to the Parks and Recreation Director. The program assistant schedule will be based on an operating schedule set by the Parks and Recreation Department to include both weekend and night work.

**Knowledge, Skills, and Abilities Required:**

- Knowledge of administration principles of recreation and supervision
- Supervisory knowledge of how to organize for whiffle ball, kickball, baseball, softball, basketball, volleyball, soccer, football, and other sports leagues and tournaments
- Knowledge of facilities and equipment needed in a broad recreation program
- Working knowledge of office practices, procedures, file maintenance, and record keeping systems
- Basic math and ability to handle cash accurately
- Appropriate business writing; correct English grammar and spelling
- Interact in a professional and courteous manner while supervising youth and adults

**Duties and Responsibilities:**

- Program assistants will be responsible for coordinating quality recreational and leisure programs and activities
- The incumbent will assist in organizing and coordinating special events, assist in providing services for the community, sports tournaments, and other community projects
- Organize and supervise adult and youth sports leagues
- Maintain equipment, and coordinate the use and maintenance of fields, courts, and facilities
- Provide assistance to the Parks and Recreation Director
- Performs miscellaneous accounting functions to include collection of money
- Will handle problems and maintenance issues as they arise
- Assists in maintaining cleanliness of the park and facilities as needed
- Performs other duties as requested

**Physical Requirements:**

- Tasks require sound perception and discrimination as well as visual perception and discrimination
- Tasks involve some physical effort, i.e. some standing, walking, and frequent light lifting (5-10 lbs.); infrequent moderately heavy lifting (20-50 lbs.); minimal dexterity in the use of fingers, limbs, or body in the operation of shop or office equipment.
- Some tasks may involve extended periods of sitting, standing and walking

**Disclaimer:**

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 6, 2018
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<b>AGENDA ITEM:</b>	Motion to Approve the Claims Report
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Gordon Edgar, Finance Officer
<b>DATE:</b>	February 1, 2018

**BACKGROUND:**

These are routine expenditure that include such items as payroll, budget expenditures, and other financial items that relate to council approved items and/or other day to day operational disclosures.

<b>STAFF RECOMMENDATION:</b> Approve Claims Report
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
<b>COUNCIL ACTION:</b>
<b>MOTION BY:</b>
<b>SECOND BY:</b>

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## EXPENDITURES

2/5/2018

BAKER & TAYLOR INC.	BOOKS	756.45
BOOKLIST	SUBSCRIPTION	167.50
CULLIGAN WATER TECHNOLOGIE	WATER SOFTENER SERVICE	39.15
D&R PEST CONTROL	D&R PEST CONTROL	70.00
DEMCO	SUPPLIES	22.93
DORSEY & WHITNEY LLP	LEGAL FEES	4,457.00
HAWKINS INC	CHEMICALS	274.25
IOWA LIBRARY ASSOCIATION	MEMBERSHIP DUES	180.00
JOHN DEERE FINANCIAL	SUPPLIES	30.43
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,338.78
LYNCH'S EXCAVATING INC	47 GREENVIEW WATER MAIN REPAIR	1,212.75
MATT PARROTT/STOREY KENWOR	LASER UTILITIY BILLS	352.59
MEDIACOM	CABLE SERVICE	40.90
MENARDS	SUPPLIES	70.77
MIDWEST FRAME & AXLE	SUPPLIES	26.44
MIDWEST RADAR & EQUIPMENT	RADAR CALIBRATION	200.00
WAUKEE PUBLIC LIBRARY	DOLL & ACCESSORIES	9.85
MOORE'S WELDING INC	EQUIPMENT REPAIR	70.00
NATIONAL PARK SERVICE	NATIONAL PARK SERVICE	7,500.00
OVERDRIVE INC	BOOKS & AUDIO BOOKS	579.38
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	715.00
QUILL CORP	OFFICE SUPPLIES	295.97
SHIMMIN, NICK	SUPPLIES	34.17
SUPPLYWORKS	MAINTENANCE SUPPLIES	228.80
THE LIBRARY STORE INC	SUPPLIES	257.22
USA BLUE BOOK	SUPPLIES	128.90
VEENSTRA & KIMM INC.	308 PARK IMP ENG REVIEW	182.35
VEENSTRA & KIMM INC.	310 COLLEGE ST BRIDGE FINAL DESIGN	4,643.00
VEENSTRA & KIMM INC.	315 MAIN ST WATER MAIN	184.88
VEENSTRA & KIMM INC.	310 COLLEGE ST BRIDGE ROW ACQUISITION	5,388.90
VEENSTRA & KIMM INC.	MEADOWS SITE PLAN REVIEW	83.00
VEENSTRA & KIMM INC.	PEDERSEN VALLEY SITE PLAN REVIEW	166.00
<b>TOTAL</b>		<b>29,707.36</b>
<b>PAID BETWEEN MEETINGS</b>		
JOHNSON COUNTY REFUSE INC	RECYCLING DEC 2017	3,852.25
US BANK CORPORATE CARD	HHTD SUPPLIES, OFFICE SUPPLIES	98.14
BMI	MUSIC LICENSING FEE	349.00
BWC EXCAVATING LC	315 MAIN ST WATER MAIN IMPROVEMENTS	39,167.42
CEDAR COUNTY COOP	GENERATOR FUEL	592.50
IOWA DEPT OF NATURAL RESOURCES	TEST FEES	90.00
UPS	SEWER SHIPPING	20.86
UPS	SEWER SHIPPING	10.43
VERIZON WIRELESS	WIRELESS SERVICE	834.46
<b>TOTAL</b>		<b>45,015.06</b>
<b>PAYROLL 1-26-18</b>		<b>53,945.23</b>
<b>TOTAL EXPENDITURES</b>		<b>128,667.65</b>

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<b>FUND TOTALS</b>	
001 GENERAL FUND	37,564.66
022 CIVIC CENTER	43.38
031 LIBRARY	7,627.39
110 ROAD USE TAX	3,455.52
112 TRUST & AGENCY	12,620.50
308 PARK IMP - PEDERSEN VALLEY	182.35
310 COLLEGE STREET BRIDGE	10,031.90
315 MAIN ST WATER MAIN IMPROVEMENT PROJECT	39,352.30
600 WATER FUND	9,411.48
610 SEWER FUND	7,785.67
614 LIFT STATION	592.50
	-
<b>GRAND TOTAL</b>	<b>128,667.65</b>

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	QUILL CORP LIBERTY COMMUNICATIONS MIDWEST RADAR & EQUIPMENT	OFFICE SUPPLIES	72.47
			TELEPHONE SERVICE	253.23
			RADAR CALIBRATION	200.00
			TOTAL:	525.70
FIRE OPERATION	GENERAL FUND	QUILL CORP LIBERTY COMMUNICATIONS  CULLIGAN WATER TECHNOLOGIES	OFFICE SUPPLIES	223.50
			TELEPHONE SERVICE	100.32
			TELEPHONE SERVICE	44.48
			WATER SOFTENER SERVICE	39.15
TOTAL:	407.45			
PARK & RECREATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	155.43
TOTAL:	155.43			
CEMETERY	GENERAL FUND	SUPPLYWORKS	MAINTENANCE SUPPLIES	68.64
			MAINTENANCE SUPPLIES	160.16
			TOTAL:	228.80
ECONOMIC DEVELOPMENT	GENERAL FUND	NATIONAL PARK SERVICE	NATIONAL PARK SERVICE	7,500.00
			TOTAL:	7,500.00
CLERK & TREASURER	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	329.95
			TOTAL:	329.95
LEGAL SERVICES	GENERAL FUND	DORSEY & WHITNEY LLP	LEGAL FEES	4,457.00
			TOTAL:	4,457.00
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS MEDIACOM	TELEPHONE SERVICE	67.12
			CABLE SERVICE	40.90
			TOTAL:	108.02
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	MEADOWS SITE PLAN REVIEW	83.00
			PED. VALLEY SITE PLAN REVI	166.00
			TOTAL:	249.00
TOWN HALL	CIVIC CENTER	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.38
			TOTAL:	43.38
LIBRARY	LIBRARY	OVERDRIVE INC  DEMCO SHIMMIN, NICK  IOWA LIBRARY ASSOCIATION  BAKER & TAYLOR INC.   THE LIBRARY STORE INC D&R PEST CONTROL LIBERTY COMMUNICATIONS	BOOKS & AUDIO BOOKS	211.99
			BOOKS	60.00
			BOOKS & AUDIO BOOKS	160.00
			BOOKS, AUDIO BOOKS	147.39
			SUPPLIES	22.93
			SUPPLIES	19.98
			SUPPLIES	14.19
			MEMBERSHIP DUES-SCHAFER	75.00
			MEMBERSHIP DUES SHIMMIN	105.00
			BOOKS	123.12
			BOOKS	49.61
			BOOKS	143.61
			BOOKS	109.95
			BOOKS	87.31
			BOOKS	242.85
			SUPPLIES	257.22
			D&R PEST CONTROL	70.00
			TELEPHONE SERVICE	168.70

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BOOKLIST	SUBSCRIPTION	167.50
		MISCELLANEOUS V WAUKEE PUBLIC LIBRARY	WAUKEE PUBLIC LIBRARY:DOLL	9.85
			TOTAL:	2,266.20
ROADS & STREETS	ROAD USE TAX	MENARDS	SUPPLIES	3.79
			SUPPLIES	66.98
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	52.06
		MOORE'S WELDING INC	EQUIPMENT REPAIR	70.00
		USA BLUE BOOK	SUPPLIES	128.90
		MIDWEST FRAME & AXLE	SUPPLIES	26.44
			TOTAL:	348.17
INVALID DEPARTMENT	PARK IMP - FEDERSE VEENSTRA & KIMM INC.		308 PARK IMP ENG REVIEW	182.35
			TOTAL:	182.35
INVALID DEPARTMENT	COLLEGE STREET BRI VEENSTRA & KIMM INC.		310 COL ST BRIDGE FINAL DE	4,643.00
			310 COL ST BRIDGE ROW ACQU	5,388.90
			TOTAL:	10,031.90
INVALID DEPARTMENT	MAIN ST WATER MAIN VEENSTRA & KIMM INC.		315 MAIN ST WATER MAIN	184.88
			TOTAL:	184.88
WATER OPERATING	WATER FUND	LYNCH'S EXCAVATING INC	47 GREENVIEW WATER MAIN RE	1,212.75
		MATT PARROTT/STOREY KENWORTHY	LASER UTILITIY BILLS	176.29
		HAWKINS INC	CHEMICALS	274.25
		JOHN DEERE FINANCIAL	SUPPLIES	30.43
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	52.06
			TOTAL:	1,745.78
SEWER OPERATING	SEWER FUND	MATT PARROTT/STOREY KENWORTHY	LASER UTILITIY BILLS	176.30
		QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	715.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	52.05
			TOTAL:	943.35

----- FUND TOTALS -----		
001	GENERAL FUND	13,961.35
022	CIVIC CENTER	43.38
031	LIBRARY	2,266.20
110	ROAD USE TAX	348.17
308	PARK IMP - FEDERSEN VALLE	182.35
310	COLLEGE STREET BRIDGE	10,031.90
315	MAIN ST WATER MAIN IMPROV	184.88
600	WATER FUND	1,745.78
610	SEWER FUND	943.35
GRAND TOTAL:		29,707.36

TOTAL PAGES: 2

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 6, 2018
<b>AGENDA ITEM:</b>	Resolution 1682 – A Resolution Calling For The Cedar County Commission Of Elections To Conduct A Public Referendum On The Question Of Imposing A Local Hotel And Motel Tax In The City Of West Branch, Iowa At The Rate Of 7% And Designate An Election Date; Whereas, The Issue Passes Or Fails Based On A Simple Majority Vote By The Voters Of West Branch.
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	January 29, 2018

**BACKGROUND:**

The Hotel/Motel Tax is a locally imposed lodging tax that is collected by the State from within the corporate boundaries of the City and remitted to the City on a quarterly basis. Currently, 159 Iowan Cities impose a Hotel/Motel Tax. Iowa law (423A.4) currently limits a City to a Hotel/Motel tax rate not to exceed 7%. Voters in the City of West Branch would have to approve the Hotel/Motel Tax rate. Once imposed, the hotel/motel tax must remain in effect at the imposed rate a minimum of one year. Additionally, the rate imposed can only be changed in increments of one or more full percentage points. Under State Law (Chapter 423A), the Hotel/Motel tax revenue remitted to the City, a minimum of 50% must be spent for recreation, convention, or cultural, or entertainment facilities. The remaining derived from Hotel/Motel tax is credited to the General Fund of the City and may be spent on any of its operations.

**Surrounding Communities that currently implement a Hotel/Motel Tax**

City	Hotel/Motel Tax Generated	Gross Receipts (sales)
Williamsburg (7%)	\$ 19,721	\$ 281,739
Tiffin (7%)	No Data (newly taxed)	---
Coralville (7%)	\$855,435	\$12,220,500
North Liberty (7%)	\$ 24,506	\$ 350,088
Iowa City (7%)	\$297,568	\$ 4,250,983
Mount Vernon (7%)	\$ 21,308	\$ 304,408
Washington (7%)	No Data (newly taxed)	---
Eldridge (7%)	\$ 9,683	\$ 138,338

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## Frequently asked Questions

### Q. How long does the tax stay in effect?

Once imposed, the hotel/motel tax must remain in effect at the rate imposed for a minimum of one year.

### Q. When can an existing tax rate be changed or repealed?

After the 1-year period expires, the tax can be changed or repealed on one of two annual dates: December 31 or June 30. The Department must be given 45 days notice of the change or repeal of the tax in an existing jurisdiction.

This means an election to change or repeal the tax in an existing jurisdiction must be held on or before November 13 or May 13.

Regardless of the election date, the county auditor must notify the Director of the Department within 10 days of the election if the tax is changed or repealed in an existing jurisdiction.

### Who Does Not Collect or Pay?

#### Q. What about religious institutions that rent rooms?

Rooms located on real property that is exempt from tax as the property of a religious institution are exempt from hotel/motel tax if the reason for renting the room is to provide a place for a religious retreat or function and not a place for transient guests generally.

#### Q. Does the federal government pay the hotel/motel tax?

Accommodations that are paid for directly by the United States government are exempt. However, rooms rented to federal government employees who are paying with cash, personal check, or personal credit card are subject to tax. This is true even if the employees will be reimbursed by the federal government.

#### Q. Do other government entities and schools pay the hotel/motel tax?

**Prior to 7-1-08:** Contracts made directly with Iowa state / local governmental entities and schools were exempt from the 5% state excise tax (previously sales tax) on room rental, but were not exempt from the local hotel/motel tax.

**From 7-1-08 to 6-30-09:** Contracts made directly with Iowa state / local governmental entities and schools are exempt from both the 5% state excise and local hotel/motel taxes.

**Beginning 7-1-09:** Contracts made directly with Iowa state / local governmental entities and schools will be subject to both the 5% state excise and local hotel/motel taxes.

<b>STAFF RECOMMENDATION:</b> Approve Resolution – Move to Action
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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## RESOLUTION 1682

### **A RESOLUTION CALLING FOR THE CEDER COUNTY COMMISSION OF ELECTIONS TO CONDUCT A PUBLIC REFERENDUM ON THE QUESTION OF IMPOSING A LOCAL HOTEL AND MOTEL TAX IN THE CITY OF WEST BRANCH, IOWA AT THE RATE OF 7% AND DESIGNATE AN ELECTION DATE; WHEREAS, THE ISSUE PASSES OR FAILS BASED ON A SIMPLE MAJORITY VOTE BY THE VOTERS OF WEST BRANCH.**

**WHEREAS**, Chapter 423A of the Code of Iowa authorizes the imposition of a Hotel and Motel tax after an election in which the majority of the electors vote in the affirmative of the question of whether said Hotel and Motel tax should be imposed in the City; and

**WHEREAS**, the City Council of the City of West Branch declares its intent to participate in a regular citywide election for the purpose of permitting the electorate to pass upon the proposition of imposing a seven percent (7%) Hotel and Motel tax for the City of West Branch according to Chapter 423A of the Code of Iowa, as amended.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of West Branch as follows:

#### **Section 1. DEFINITIONS**

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings in the section:

“Hotel” and “Motel” shall be deemed to mean any hotel, motel, inn, public lodging house, rooming house, mobile home, house boat which is tangible personal property, or tourist court, or in any place where sleeping accommodations are furnished to transient guests for rent, whether with or without meals; except the renting of sleeping rooms in dormitories and in memorial unions at all universities and colleges in the State of Iowa and the guests of a religious institution if the property is exempt under section 427.1, subsection 8 of the Code of Iowa, and the purpose of renting is to be proved a place for a religious retreat of function and not a place for transient guests generally.

“Renting” and “rent” shall include any kind of direct or indirect charge for such sleeping rooms, apartments, or sleeping quarters, or their use.

#### **Section 2. TAX RATE**

A tax is hereby imposed upon the gross receipts from the renting of any and all rooms, apartments, or sleeping quarters in any hotel or motel as defined in this chapter at the rate of 7 percent (7%) of such gross receipts derived from the renting of a room, apartment, or sleeping quarter while rented by the same person for a period of not more than 31 consecutive days.

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### **Section 3. EFFECTIVE DATE**

The tax herein above established shall be imposed only after an election at which a majority of those voting on the questions favor the imposition of such tax. In the event that the tax is approved at such election, it shall then be imposed upon the 1<sup>st</sup> day of June, 2018 or the 1<sup>st</sup> day of January, 2019, following the notification of the director of revenue and finance.

### **Section 4. PAYMENT OF TAX**

Such tax shall be paid as is provided in Chapter 423 A, Code of Iowa, and the proceeds of such tax shall be used for the purposes stated in subsection 4 thereof, as follows:

“The revenue derived from any hotel and motel tax authorized by this chapter shall be used as follows:

- a. Each county or city which levies the tax shall spend at least fifty percent of the revenues derived for economic development purposes; which shall include, the acquisition of sites for, or constructing, improving, enlarging, equipping, repairing, operating, or maintaining of recreation, convention, cultural, or entertainment facilities including but not limited to memorial buildings, halls and monuments, civic center convention buildings, auditoriums, coliseums, and parking areas or facilities located at those recreation, convention, cultural, or entertainment facilities or the payment of principal and interest, when due, on bonds or other evidence of indebtedness issued by the county or city for those recreation, convention, cultural, or entertainment facilities; or for the promotion and encouragement of tourist and convention business in the city or county and surrounding areas.
- b. The remaining revenue may be spent by the city or county which levies the tax for any city or county operations authorized by law as a proper purpose for the expenditure within statutory limitations of city or county revenues derived from ad valorem taxes.
- c. Any city or county which levies and collects the hotel and motel tax authorized by this chapter may pledge irrevocably an amount of the revenues derived there from for each of the years the bonds remain outstanding to the payment of bonds which the city or county may issue for one or more of the purposes set forth in paragraph ‘a’ of this subsection. Any revenue pledged to the payment of such bonds may be credited to the spending requirement of paragraph ‘a’ of this subsection.

**Section 5.** That the voting place or places for said election, and the hours of the polls shall be opened and closed shall be as set out in the notice of election, said notice to be prepared and approved by the County Commissioner of Elections.

**Section 6.** That the form of ballot to be used at said election shall be of the type authorized by the Code of Iowa that will permit the use of electronic counters and will be in substantially the form set forth in the Notice of Election. That, if more than one public measure shall be submitted to the electors at the time of the said election; all such measures shall be printed upon the ballot.

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**Section 7.** That the Auditor of Cedar County, Iowa, being the County Commissioner of Elections, is hereby directed to publish the notice of election once in "The West Branch Times" being a legal newspaper, printed wholly in the English language as defined by Section 618.3 of the Code of Iowa, published in said City and of general circulation therein, said publication to be not less than four days nor more than twenty days prior to the date of said election.

**Section 9.** That the County Commissioner of Elections shall cause to be prepared all such ballots and election registers and other supplies as may be necessary for the proper and legal conduct of said election. The Clerk is hereby authorized and direct to cooperate with said Commission of Elections and to do and prepare all necessary matters in order to make said election legal and valid.

**Section 10.** That the Clerk is hereby directed to file a certified copy of this Resolution in the office of the County Commissioner of Elections, which filing shall also constitute the "written notice" to the County Commissioner of Elections of the election date required to be given by the governing body under the provision of Chapter 47 of the Code of Iowa.

**BE IT FURTHER RESOLVED,** approved and adopted that the City Council hereby directs the City Clerk to execute any and all documentation necessary in order to facilitate said resolution and subsequent election in the City of West Branch, Iowa.

**Passed and approved this 6<sup>th</sup> day of February, 2018.**

---

Roger Laughlin, Mayor

Attest:

---

Redmond Jones II, City Clerk

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b> February 6, 2018
---------------------------------------

<b>AGENDA ITEM:</b> Resolution 1681 Approving Pedersen Valley Part Three Phase One, Lot 23 Site Plan.
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<b>CITY GOAL:</b> Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
---

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

<b>DATE:</b> January 9, 2018
------------------------------

**BACKGROUND:**

Brian Shay will present a site plan for Lot 23 in the Pedersen Valley sub-division. The proposed plan is to construct a 4-unit town home on Hilltop Drive. The site plan was presented and approved by the Planning & Zoning Commission on January 23, 2018.

Dave Schechinger has provided his comments to the developer. Public Works Director Matt Goodale was also consulted on this project.

<b>STAFF RECOMMENDATION:</b> Approve Resolution / Move to Action
--

<b>REVIEWED BY CITY ADMINISTRATOR:</b>
--

<b>COUNCIL ACTION:</b>
------------------------

<b>MOTION BY:</b>
-------------------

<b>SECOND BY:</b>
-------------------

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**RESOLUTION 1681**

**A RESOLUTION APPROVING PEDERSEN VALLEY PART THREE PHASE ONE, LOT 23 SITE PLAN**

**WHEREAS**, Brian Shay has heretofore submitted a proposed Site Plan to construct multi-family housing located on Hilltop Drive in the City of West Branch, Iowa (the "Project"); and

**WHEREAS**, said Site Plan has heretofore been reviewed by City Staff, including the City Engineer; and

**WHEREAS**, the Site Plan has been found to conform to West Branch Code of Ordinances; and

**WHEREAS**, the City of West Branch Planning and Zoning Commission has reviewed the Site Plan and recommended its approval to the West Branch City Council; and

**WHEREAS**, it is now necessary for the City Council to approve said Site Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned Site Plan for the Project be and the same are hereby accepted and approved.

\* \* \* \* \*

**Passed and approved this 6<sup>th</sup> day of February, 2018.**

---

Roger Laughlin, Mayor

ATTEST:

---

Leslie Brick, Deputy City Clerk

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**VEENSTRA & KIMM, INC.**

860 22nd Avenue - Suite 4 • Coalville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8007(WATS)

January 22, 2018

Redmond Jones II  
City Administrator  
City of West Branch  
110 North Poplar St.  
West Branch, IA 52358

WEST BRANCH, IOWA  
PEDERSEN VALLEY PART THREE-PHASE ONE, LOT 23  
SITE PLAN

We have reviewed the site plan for proposed improvements to Lot 23. The following items of concern should be addressed prior to approval.

1. The building will be situated over an existing sanitary sewer line. The line is proposed to be abandoned across lot 23. The line should be televised prior to final approval of the site plan to confirm there are no active services in the reach to be abandoned.
2. A sidewalk ramp should be constructed for the crossing at Hilltop Drive to line up with the existing ramp on the south side.
3. Grading for the trail should be completed as part of the lot development prior to placing landscaping.
4. Resolution 720 addressed retaining walls and requires that the retaining wall be no closer than 4 feet from a property line. The wall between the center two units extends closer to the property line than the 4 feet minimum.
5. Change City of West Branch contact in Utility Company Contacts Table to Matt Goodale.
6. Revise Setback Requirements Table to indicate 8 ft Side Yard and 25 ft Rear Yard.



**MMS Consultants, Inc.**  
Experts in Planning and Development Since 1975

1917 S. Gilbert Street  
Iowa City, Iowa 52240  
319.351.8282  
mmsconsultants.net  
mms@mmsconsultants.net

Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

January 26, 2018

Redmond Jones II  
City Administrator  
City of West Branch  
110 North Poplar St.  
West Branch, IA 52358

Re: Pedersen Valley Part Three-Phase One, Lot 23

Dear Mr. Jones:

We are in receipt of your letter dated January 22, 2018. We offer the following in response to city staff comments and concerns.

1. The building will be situated over an existing sanitary sewer line. The line is proposed to be abandoned across lot 23. The line should be televised prior to final approval of the site plan to confirm there are no active services in the reach to be abandoned.  
**A note has been added televised the line prior to removal.**
2. A sidewalk ramp should be constructed for the crossing at Hilltop Drive to line up with the existing ramp on the south side.  
**Revised accordingly.**
3. Grading for the trail should be completed as part of the lot development prior to placing landscaping.  
**Grading for the trail portion on the property has been added.**
4. Resolution 720 addressed retaining walls and requires that the retaining wall be no closer than 4 feet from a property line. The wall between the center two units extends closer to the property line than the 4 feet minimum.  
**The wall has been revised.**
5. Change City of West Branch contact in Utility Company Contacts Table to Matt Goodale.  
**Revised accordingly.**
6. Revise Setback Requirements Table to indicate 8 ft Side Yard and 25 ft Rear Yard.  
**Revised accordingly.**

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We trust that the above information, along with the enclosed copies of the revised plans, is sufficient for forwarding for approval. If you have questions or require any additional information, please contact us accordingly.

Respectfully submitted,

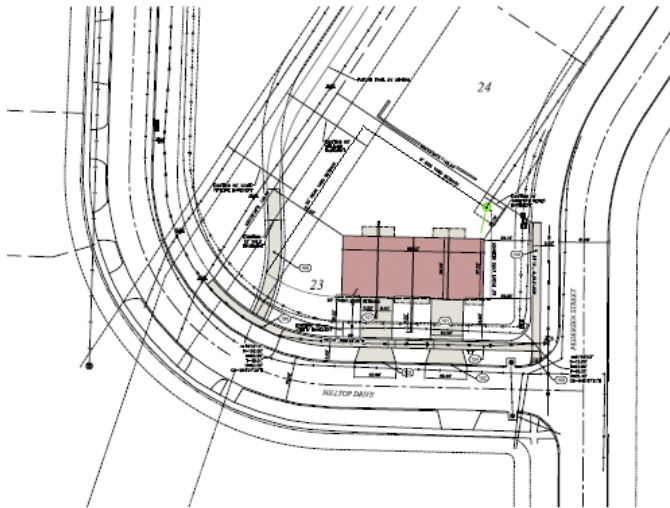
Ben Mitchell, P.E.  
MMS Consultants, Inc.

10214-003Q1.docx

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SITE PLAN  
**PEDERSEN VALLEY PART THREE - PHASE ONE, LOT 23**  
 WEST BRANCH, IOWA

DATE: 08/14/2018  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS



**UTILITY COMPANY CONTACTS**

Utility	Company Name	Contact Information
Electric	Midwest Energy Services	1-800-368-5888
Gas	Midwest Energy Services	1-800-368-5888
Water	City of West Branch	563-338-5000
Sewer	City of West Branch	563-338-5000

**STANDARD LEGEND AND NOTES**

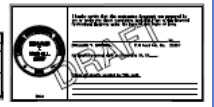
Symbol	Description
(Symbol)	Proposed Building Footprint
(Symbol)	Proposed Parking Spaces
(Symbol)	Proposed Access Roads
(Symbol)	Proposed Utility Lines
(Symbol)	Proposed Erosion Control Features



**M&S CONSULTANTS, INC.**  
 911 10th Street  
 West Branch, IA 50591  
 563-338-5000  
 www.mandsc.com

**PERMITS AND APPROVALS**

Item	Date	Status
City of West Branch	08/14/2018	Approved
County of Wright	08/14/2018	Approved

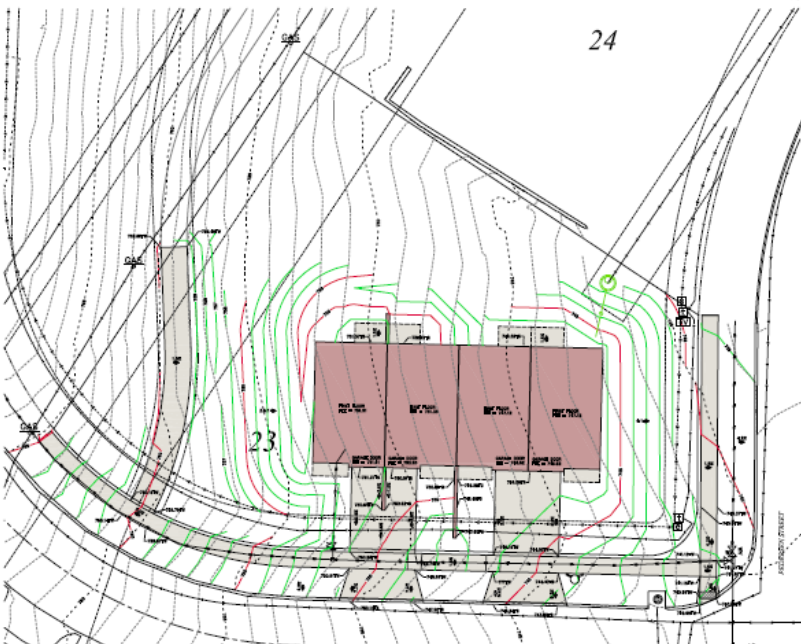


**SITE LAYOUT AND DIMENSION PLAN**



**PEDERSEN VALLEY PART THREE - PHASE ONE, LOT 23**  
 WEST BRANCH, IOWA  
 M&S CONSULTANTS, INC.  
 08/14/2018  
 Scale: 1" = 100'-0"  
 Project No: 18-010  
 10/21/2018

SITE PLAN  
**PEDERSEN VALLEY PART THREE - PHASE ONE, LOT 23**  
 WEST BRANCH, IOWA



**STANDARD LEGEND AND NOTES**

Symbol	Description
(Symbol)	Proposed Building Footprint
(Symbol)	Proposed Parking Spaces
(Symbol)	Proposed Access Roads
(Symbol)	Proposed Utility Lines
(Symbol)	Proposed Erosion Control Features



**M&S CONSULTANTS, INC.**  
 911 10th Street  
 West Branch, IA 50591  
 563-338-5000  
 www.mandsc.com

**EROSION CONTROL NOTES**

1. Erosion control measures shall be installed and maintained in accordance with the Iowa Department of Transportation (IDOT) Erosion Control Manual.
2. All erosion control measures shall be installed and maintained in accordance with the Iowa Department of Transportation (IDOT) Erosion Control Manual.
3. All erosion control measures shall be installed and maintained in accordance with the Iowa Department of Transportation (IDOT) Erosion Control Manual.
4. All erosion control measures shall be installed and maintained in accordance with the Iowa Department of Transportation (IDOT) Erosion Control Manual.

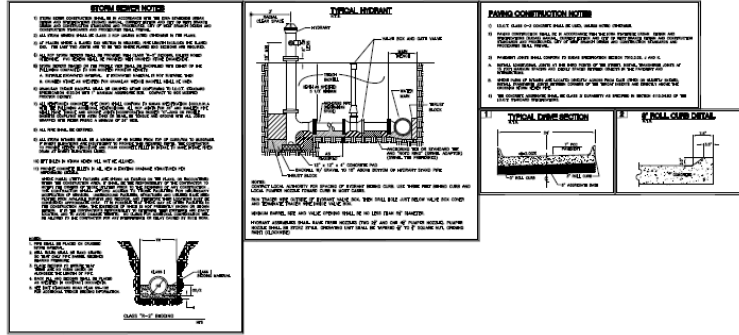
**SITE GRADING AND EROSION CONTROL PLAN**



**PEDERSEN VALLEY PART THREE - PHASE ONE, LOT 23**  
 WEST BRANCH, IOWA  
 M&S CONSULTANTS, INC.  
 08/14/2018  
 Scale: 1" = 100'-0"  
 Project No: 18-010  
 10/21/2018

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SCALE

**M & M**  
 ENGINEERS  
 ARCHITECTS  
 LANDSCAPE ARCHITECTS  
 ENVIRONMENTAL DESIGNERS  
 PLANNERS  
 1000 S. 10th St., Suite 100  
 Lincoln, NE 68502  
 Phone: (402) 441-4644  
 Fax: (402) 441-4645

---

**GENERAL NOTES AND DETAILS**

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**REDDEN VALLEY PART**  
**THREE - PHASE ONE**  
**LOT 23**  
**WEST BRANCH**  
**NEBRASKA COUNTY**  
**PLANS**

---

<b>M&amp;M CONSULTANTS, INC.</b>	Project No. 01-05-16
Date: 01/15/10	Sheet No. 05
Drawing Title: 5	Scale: 1/4" = 1'-0"
Revision: 5	Sheet No. 05
10074-000	5

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**RESOLUTION 1681**

**A RESOLUTION APPROVING PEDERSEN VALLEY PART THREE PHASE ONE, LOT 23 SITE PLAN**

**WHEREAS**, Brian Shay has heretofore submitted a proposed Site Plan to construct multi-family housing located on Hilltop Drive in the City of West Branch, Iowa (the "Project"); and

**WHEREAS**, said Site Plan has heretofore been reviewed by City Staff, including the City Engineer; and

**WHEREAS**, the Site Plan has been found to conform to West Branch Code of Ordinances; and

**WHEREAS**, the City of West Branch Planning and Zoning Commission has reviewed the Site Plan and recommended its approval to the West Branch City Council; and

**WHEREAS**, it is now necessary for the City Council to approve said Site Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned Site Plan for the Project be and the same are hereby accepted and approved.

\* \* \* \* \*

**Passed and approved this 6<sup>th</sup> day of February, 2018.**

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

ATTEST:

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

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 6, 2018
<b>AGENDA ITEM:</b>	Resolution 1683 – A Resolution Approving the Contract for the 2017 Hoover’s Hometown Days Celebration in the Amount of \$35,000.00.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	January 29, 2018

**BACKGROUND:**

The Fire Works Display for Hoover Home Town Days has been under considerable discussion as this year’s budget constraints have raised question as to the best use of limited public funds. It has been a struggle for the Hoover Hometown Days Committee, because it is widely accepted that many of those who frequent the festival are in attendance for the anticipation of the Fireworks Display. For these reasons, the committee has agreed to decrease the amount to be spent on the Fireworks Display this year.

It has been decreased \$10,000 in total with \$5,000 decrease in cost by shorten the show from 18 minutes to 15 minutes; and \$5,000 to come from donations.

<b>STAFF RECOMMENDATION:</b>	Approval Resolution – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and City of West Branch, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$35,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of August 4th, 2018 at approximately \_\_\_\_\_:\_\_\_\_\_ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

### 1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

### 2. Payment. The Buyer shall pay to the Seller (check one of the below options):

the sum of \$\_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$17,500.00 shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$17,500.00 in full by June 1st, 2018 (70 days prior to the event date).  
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\$\_\_\_\_\_ in full by \_\_\_\_\_ (30 days prior to event date).  
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. **Weather Delay/Cancellation.** Buyers intending to postpone a display due to inclement weather should contact J&M Displays as soon as possible to keep postponement fees to a minimum.

The following postponement fees are applicable *only* if the display is re-scheduled in the same calendar year.

- Displays postponed prior to being picked up at the magazine for delivery incur no postponement fee unless there are new costs associated with permit changes or display set-up has occurred prior to product delivery.
- Displays postponed after they are in transit to the shoot site will be charged the full delivery fee.
- Displays postponed after set-up by the shoot team will be charged delivery fee and 1.5 times the shoot fee for hand-fired displays and double the shoot fee for E-fired displays.
- Display set-ups that are allowed to remain on site overnight after a postponement to the following day will incur a fee of eight-percent (8%) of the total display budget. This will cover 24-hour security watch of fireworks and additional labor hours of shoot crew.

Displays cancelled and NOT re-scheduled within the same calendar year will be charged thirty-percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set-up if applicable and re-stocking fees.

\*\* Displays cancelled due to circumstances beyond customers control, such as burn bans or other bans issued by the AHJ will be considered on a case by case basis.

4. **Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of \_\_\_\_\_ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. **Insurance.** (Check one of the below options):

Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. **Buyer agrees to provide:**


- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY:   
\_\_\_\_\_  
J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_  
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

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RESOLUTION 1683

**RESOLUTION APPROVING VARIOUS CONTRACTS FOR THE HOOVER'S  
HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$35,000.**

**WHEREAS**, the City's premier event of the year is Hoover's Hometown Days. A day that the community recognize the talents and contributions of Our Nation's 31<sup>st</sup> President of the United States, Herbert Hoover; and

**WHEREAS**, the fiscal year 2018 – 2019 budget for Hoover's Hometown Days include funding for entertainment and services for the event; and

**WHEREAS**, J&M Displays, a firm that has provided this service to the City in the past, and have submitted a proposed service agreement in the amount of \$35,000 to provide a fireworks display in the Herbert Hoover National Historic Site. J&M Displays, also understands and is responsible for submitting all documentation required to gain a Special Use Permit from the National Park Service; which will be needed to provide a fireworks display in the National Park; and

**WHEREAS**, it is now necessary to approve said agreement.

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

**Passed and approved this 6<sup>th</sup> day of February, 2018.**

---

Roger Laughlin, Mayor

ATTEST:

---

Redmond Jones II, City Clerk

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	February 6, 2018
<b>AGENDA ITEM:</b>	Resolution 1685 – An Agreement between the City of West Branch, Iowa and the West Branch Animal Clinic for the Provision of Animal Care Services.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	January 31, 2018

**BACKGROUND:**

In our on-going effort to review, update, and formalize the city’s service contracts; the Animal Care Services Agreement was discovered to not to have a formal agreement. It had been a long lasting hand shake agreement that had no written or signed agreed terms. The West Branch Animal Clinic is under new ownership and we look forward to continuing our partnership with the company. The previous informal agreement is as follows:

**Old Arrangement (no written agreement):**

<b>Cats</b> – FELV / FIV / Heartworm Test - \$ 26.00	Maximum cost: \$71.00 per animal
(3 day boarding) - \$ 45.00	
<b>Dogs</b> – No shots or Test - \$ 0.00	Maximum cost: \$45.00 per animal

**New Proposed Agreement:**

<b>Cats</b> – FELV /FIV /Heartworm Test - \$21.00	Maximum cost: \$50.00 per animal
Flea and Tick Treatment - \$14.00	
(3 day boarding) - \$15.00	

A \$21.00 decrease per animal from our last arrangement

<b>Dogs</b> – Heartworm /Lyme/ Anaplasmosis / Eurlichia - \$17.00	Maximum cost: \$47.00 per animal
Flea and Tick Treatment (3 day boarding) - \$15.00	

A \$2.00 increase per animal from our last arrangement

*Note: the vast majority of stray animals we receive are Cats.*

<b>STAFF RECOMMENDATION:</b>	Approval Resolution – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## West Branch Animal Clinic

Shawn I. Samuelson DVM, Jessica N. Klein DVM, Taylor R. Peterson DVM  
508 N. 4<sup>th</sup> Street, West Branch, IA 52358  
Ph: (319) 643-2127 Fax: (319) 643-7422  
westbranchanimalclinic.com  
wbvets@lcom.net

To City of West Branch,

Below are the charges that the West Branch Animal Clinic is willing to agree to charge the City of West Branch for any cat or dog that is found at large within the city limits.

Cat-

FELV/FIV/Heartworm Test - \$21.00

1 Dose of Flea and Tick Treatment – \$14.00

Boarding per Day - \$5.00

Dog-

Heartworm/Lyme/Anaplasmosis/Ehrlichia Test - \$17.00

1 Dose of Flea and Tick Treatment - \$15.00

Boarding per Day - \$5.00

We will scan each animal for a microchip to try and locate it's owner. If no microchip number is found we will wait 3 days before advertising it as available for adoption to allow any owner time to come to us and claim it. We will do our best to get it adopted as quickly as possible to minimize the number of days it is boarded here. If the animal is deemed unadoptable we will euthanize it for the safety of our staff and any potential adoptee. A cat will also be euthanized if it tests positive for FELV/FIV. The cost of the vaccinations and spay or neuter will be charged to the adoptee at a discounted rate.

Dr. Shawn Samuelson

Owner West Branch Animal Clinic



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**AGREEMENT BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE  
WEST BRANCH ANIMAL CLINIC FOR THE PROVISION OF ANIMAL CARE  
SERVICES**

This agreement is entered into between the City of West Branch, Iowa (“The City”) and the West Branch Animal Clinic (“The Clinic”).

**WHEREAS**, The Clinic provides animal care services and operates a facility for the provisions of said services (“animal shelter”);

**WHEREAS**, The Clinic is willing to provide animal care services to the City of West Branch, Iowa; and

**WHEREAS**, The City recognizes the public health concerns of stray animals; and since The City has a need for the animal care services provided by The Clinic and desires to enter into this agreement for such services.

**NOW, THEREFORE, BE IT RESOLVED**, The City of West Branch and the West Branch Animal Clinic agrees to the following:

**1. Term**

This agreement shall be effective when approved and signed by the parties. The duration of this agreement shall be 5 years unless terminated in the matter set forth below.

**2. Definitions**

“Animal care services” means housing and care in accordance with The Clinic’s policies and procedures and consistent with applicable Iowa Department of Agriculture and Land Stewardship requirements. The Clinic shall provide no field services to The City except in mutually agreed special circumstances. Upon these rare occurrences any additional expense will also be mutually agreed.

“West Branch Animal” means an animal found within the incorporated city limits of West Branch, Iowa.

**3. Fee Schedule**

Below are the charges The Clinic will charge The City for any cat and dog that is a West Branch Animal.

Cat

FELV / FIV / Heartworm Test - \$21.00

1 Dose of Flea and Tick Treatment - \$14.00

Boarding per Day - \$5.00

Dog

Heartworm / Lyme / Anaplasmosis / Eurlichia Test - \$17.00

1 Dose of Flea and Tick Treatment - \$15.00

Boarding per Day - \$5.00

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West Branch Animals are to be provided boarding no more three days at the expense of The City. The Clinic will also seek for ways to ensure services (entry cost) are not duplicated on animals that have already gone through the system (test and treatment). The fee schedule will be reevaluated by The City and/or The Clinic each fiscal year beginning July 1, 2018. The Clinic will notify The City in writing of any proposed modification of the fee schedule effective the following July 1. The City and/or The Clinic reserves the right to terminate this agreement based on a refusal to accept any proposed modification of the fee schedule within sixty (60) days of any proposed modification.

The Clinic agrees to invoice The City monthly for animal care shelter fees, and The City agrees to pay said invoices within thirty (30) days of receipt. There is no limit to or cap on the number of days that an animal will remain in the animal shelter; However, The City will only be responsible or billed a maximum of 3 days boarding per animal.

#### **4. Acceptance of Animals**

- A. Generally. The Clinic agrees to accept any West Branch Animals brought in by the West Branch Police Department. Any animals brought in to The Clinic by former pet owners will forgo any city paid boarding, treatment and/or test.
- B. In the event a West Branch Animal is reclaimed by its owner within the mandatory three (3) day stray hold period, the owner will pay a reclaim fee plus any applicable board fees prior to the animal being released to the owner and the City of West Branch will not be required to pay the animal care services fee.
- C. The Clinic will scan each animal for a microchip in order to locate its owner. If no microchip number is found we will wait 3 days before advertising it as available for adoption to allow any owner time to come to The Clinic to claim the animal.
- D. If the animal is deemed unadoptable or a danger to staff, any potential adoptee or the public The Clinic will euthanize the animal. A cat will also be euthanized if the animal test positive for FELV/FIV. The cost of the vaccinations and spay or neuter will be charged to the adoptee at a discounted rate prior to adoption.

#### **5. Quarantine**

- A. Known Owner. In cases of animal bites, where no current rabies vaccination is on file and quarantine is required by law, the parties agree that it is the owner's responsibility to quarantine the animal at The Clinic. If space is not available, the parties agree that it is the owner's responsibility to quarantine the animal at a state licensed facility. Animals with current vaccination status that do not pose a threat to the general public and can be adequately confined may be quarantined at the owner's home for a period of ten (10) days from the start of quarantine.
- B. Stray Animals. All stray biting animals with unknown rabies status will be quarantined at the Clinic, and with regard for the additional seven (7) days needed for quarantine The City will pay the fees related to the quarantine regardless where the animal was confined.

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**6. Policies**

All animals will be subject to the policies of The Clinic.

**7. Termination**

Either party may terminate this agreement for any reason upon thirty (30) days written notice to the other party.

**8. Indemnification / Hold Harmless**

Each party agrees to release, indemnify and hold the other party, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorney fees, and expenses incidental thereto, that may be suffered by, or charged to, the party by reason of any loss or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by the other party or its servants, employees or agents of any covenant or condition of this agreement, or by any act or failure to act of those persons. The parties shall not be liable for failure to perform under this agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the respective party's control.

**9. Waiver**

The waiver by either party of any covenant or condition of this agreement shall not thereafter preclude such party from demanding performance in accordance with the terms of this agreement.

**10. Severability**

If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this agreement, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

**11. Entire Agreement**

This agreement sets forth all the covenants, promises, agreements, and conditions between the West Branch Animal Clinic and the City of West Branch concerning animal care services, and there are no other covenants, promises, agreements or conditions, either oral or written, between them. This agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

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**City of West Branch**

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2018

City of West Branch, Iowa

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

ATTEST: \_\_\_\_\_  
Redmond Jones II, City Administrator / Clerk

**West Branch Animal Clinic**

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2018

West Branch Animal Clinic

By: \_\_\_\_\_  
Dr. Shawn Samuelson

ATTEST: \_\_\_\_\_

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RESOLUTION 1685

**AN AGREEMENT BETWEEN THE CITY OF WEST BRANCH, IOWA AND  
THE WEST BRANCH ANIMAL CLINIC FOR THE PROVISION OF ANIMAL  
CARE SERVICES.**

**WHEREAS**, The Clinic provides animal care services and operates a facility for the provisions of said services (“animal shelter”);

**WHEREAS**, The Clinic is willing to provide animal care services to the City of West Branch, Iowa; and

**WHEREAS**, The City recognizes the public health concerns of stray animals; and since The City has a need for the animal care services provided by The Clinic and desires to enter into this agreement for such services.

**NOW, THEREFORE, BE IT RESOLVED**, The City of West Branch and the West Branch Animal Clinic agrees to the attached agreement, and

**WHEREAS**, it is now necessary to approve said agreement.

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

**Passed and approved this 6<sup>th</sup> day of February, 2018.**

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	February 6, 2018
<b>AGENDA ITEM:</b>	Resolution 1686 – A Resolution Authorizing the Transfer of Funds.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Gordon Edgar, Finance Director
<b>DATE:</b>	January 31, 2018

### BACKGROUND:

These are fund transfers to repay internal loans, fund capital projects and close capital projects.

<b>STAFF RECOMMENDATION:</b>	Approve the Resolution – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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RESOLUTION 1686

**A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS**

**BE IT RESOLVED**, by the City Council of the City of West Branch, Iowa that the City Clerk is hereby authorized to transfer funds as follows:

T/O	General	(001)	\$ 32,104.00	(Phase 3 sidewalk payment)
T/I	Revolving Fund	(160)	\$ 32,104.00	
T/O	Beranek Parking Imp Project Fund	(311)	\$ 24,613.75	(to close project fund)
T/I	N First St Imp Project of project)	(314)	\$ 1,424.64	(to complete funding
T/I	College St Bridge Project for project)	(310)	\$ 23,189.11	(additional funding
T/O	College St & 2 <sup>nd</sup> St Imp fund Sidewalk Ph 4)	(318)	\$146,590.62	(per Res. 1679, to
T/I	Main St Sidewalk Ph 4 of project)	(313)	\$146,590.62	(to complete funding
T/O	Main St Sidewalk Ph 4 close project)	(313)	\$150,000.00	(to repay loan and
T/I	Road Use Tax	(110)	\$150,000.00	
T/O	N First St Imp Project close project)	(314)	\$180,000.00	(to repay loan and
T/I	General	(001)	\$180,000.00	
T/O	I & I Line/Grout Ph 2	(316)	\$ 8,501.00	(to close project fund)
T/I	Sewer	(610)	\$ 8,501.00	

\* \* \* \*

**PASSED AND APPROVED** this 6<sup>th</sup> day of February, 2018.

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

Attest:

\_\_\_\_\_  
Redmond Jones II, City Administrator/Clerk

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	February 6, 2018
<b>AGENDA ITEM:</b>	Resolution 1684 – A Resolution Approving a Merchant Agreement for Credit Card Payment Services.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Leslie Brick, Deputy City Clerk
<b>DATE:</b>	December 22, 2017

### BACKGROUND:

GovPayNet is a leader in processing credit & debit card payments on behalf of consumers to nearly 2,500 government agencies nationwide.

#### Company Overview

GovPayNet started in processing Cash Bail and Criminal Justice-related payments made by credit, debit and prepaid debit cards to courts and incarcerating agencies. More than 500 corrections systems rely on GovPayNet to process bail and other criminal justice payments, which account for the majority of the nearly \$200 Million in payments the company handles for government agencies annually. Now, GovPayNet has been increasing its governmental clients for Administrative, Civil Payments, Taxes and Utilities.

These service will allow the city to streamline our services and create opportunities for us to dedicate staff time toward other needs.

<b>STAFF RECOMMENDATION:</b>	Approve the Resolution – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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RESOLUTION 1684

**RESOLUTION APPROVING A MERCHANT AGREEMENT WITH  
GOVERNMENT PAYMENT SERVICE, INC. TO PROVIDE ELECTRONIC  
PAYMENT SERVICES FOR ITS CUSTOMERS.**

**WHEREAS**, the City of West Branch collects monies for the provision of utility services, user fees and other miscellaneous items (the "Fees"); and

**WHEREAS**, the City desires to accept electronic payments as an option to collect said Fees; and

**WHEREAS**, Government Payment Services, Inc. is qualified and capable of providing said electronic payment services on behalf of the City; and

**WHEREAS**, to that end, Government Payment Services, Inc. has prepared a Merchant Agreement to provide said services for the City.

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

\* \* \* \* \*

**Passed and approved this 6<sup>th</sup> day of February, 2018.**

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

ATTEST:

\_\_\_\_\_  
Redmond Jones II, City Administrator/Clerk

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## MERCHANT AGREEMENT

This Merchant Agreement ("Agreement") is by, between and among:

CITY OF WEST BRANCH  
110 N. POPLAR STREET  
WEST BRANCH, IA 52358

referred to herein as "Merchant"; Vantiv, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter "Vantiv"); and Government Payment Service, Inc. (d/b/a "GovPayNet"), a Delaware corporation having a principal place of business at 7102 Lakeview Parkway West Drive, Indianapolis, Indiana 46268 ("GPS").

**WHEREAS**, GPS provides the "GovPayNet Payment Network," consisting of governmental entities that have each contracted with GPS to accept payments on their behalf made using credit cards and debit cards by their authorized users (individually, a "Cardholder" and collectively, "Cardholders") for transmission to such entities, and Merchant, in order to improve Merchant's services and enhance administration, desires to accept payments through GPS with such related support services as GPS provides; and

**WHEREAS**, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Payment Type Organizations" or "PTOs") require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO rules and regulations ("PTO Rules") as they apply to credit and debit card transactions that are submitted to Vantiv by GPS on Merchant's behalf; and

**WHEREAS**, by Merchant executing this Agreement, Vantiv is made a party to this Agreement and Merchant understands that (i) Merchant has contracted with GPS to obtain certain processing services; (ii) GPS has agreed to be responsible for all or part of Merchant's obligations contained herein; and (iii) Merchant is fulfilling the PTO Rules.

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Vantiv, and GPS agree as follows:

### 1. Recitals.

The above recitals are by this reference incorporated into and made a part of this Agreement.

### 2. Security and Compliance.

- 2.1 Merchant acknowledges and agrees that certain PTO Rules apply to Merchant's acceptance of Cardholders' payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry ("PCI") Security Standards Council including PCI Data Security Standards ("DSS") are also applicable to Merchant's acceptance of payments from Cardholders. **In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint GPS as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and GPS accepts such appointment subject to any limitations in this Agreement and any attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of GPS and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as GPS may reasonably request.
- 2.2 Merchant acknowledges that any Cardholder personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.

- 2.3 If at any time Merchant or GPS believes that Cardholder information has been compromised as a result of a breach of the GPS system, Merchant or GPS, as the case may be, must notify the other and GPS shall notify Vantiv, PTOs, Cardholders, and any other parties GPS is required to notify.
- 2.4 Merchant and GPS each additionally agrees to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

### 3. GPS Obligations

GPS will enable Cardholders to pay amounts owed to Merchant by doing the following:

- 3.1 GPS shall obtain on Merchant's behalf authorization to process a charge to the Cardholder's credit card account or debit such Cardholder's debit card account for purposes of funding payment(s) by such Cardholder to Merchant. Such charges or debits shall be subject to acceptance by the card issuer, PTO rules, and any other applicable laws or regulations.
- 3.2 GPS shall act on Merchant's behalf in accepting payments from Cardholders made by credit cards and debit cards at the service fees listed on Attachment "A" to this Agreement. Cardholder shall pay all service fees unless Merchant advises GPS Merchant intends to pay all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to pay, Merchant shall follow the payment procedures described in Attachment "B" to this Agreement. Merchant hereby authorizes GPS to net and retain as GPS's sole compensation service fees paid by Cardholders in addition to the payment amounts. GPS may modify Cardholder fees at its sole option, providing Merchant with 30 days' notice of such modification and a revised attachment reflecting modified fees prior to imposing a new fee structure. Service fees are non-refundable.
- 3.3 GPS shall transmit payment transactions on Merchant's behalf to Vantiv for further processing and shall further direct Vantiv to transfer Merchant's portion of all settling funds received from PTOs to Merchant in accordance with then-standard GPS practices. GPS shall establish unique payment codes on its system for the routing of Cardholder funds to Merchant. Such codes shall be available to Cardholders through Merchant or by accessing GPS's services.
- 3.4 GPS shall be responsible for the safety and security of all Cardholder information it obtains (such as the customer's PTO account number, expiration date, and CVV2) in connection with the processing services provided under this Agreement. GPS will maintain proper security and responsibility for Cardholder data while it is in GPS's possession, all at GPS's sole cost in accordance with applicable PCI DSS requirements.
- 3.5 GPS reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-GPS standard peripheral devices, and other services and support as the parties may agree upon from time to time.
- 3.6 GPS shall provide administrative support to Cardholders and to Merchant through a toll-free telephone help line and the Internet.
- 3.7 GPS shall provide Merchant with participation procedures, toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the GPS service to Cardholders, and shall train Merchant staff on how to access and use, and how to assist Cardholders to access and use the GovPayNet Payment Network.
- 3.8 GPS shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.



#### 4. Merchant Obligations

Merchant's continued participation in the GovPayNet Payment Network is conditioned upon the following:

- 4.1 Merchant understands and agrees that its cooperation in promoting use of the GovPayNet Payment Network is a significant consideration for Merchant and GPS entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any GPS training or refresher training on the use and promotion of the GovPayNet Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials GPS provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that GPS provides and otherwise inform, encourage and assist Cardholders to use GPS for their payments to Merchant; and (iv) cooperate with all reasonable GPS requests to encourage greater use of the GovPayNet Payment Network. All marketing and promotion of GPS services by Merchant shall conform to guidelines provided by GPS from time to time.
- 4.2 Merchant shall be responsible for funds Merchant has accepted in payment lost due to the reversal of any transactions (*i.e.*, "chargebacks") and determining whether to challenge an asserted chargeback. If the chargeback resulted from duplicate transactions, GPS shall determine whether an error in the GPS processing system was the source of such duplication and shall only be liable for chargebacks that result from such system errors. GPS shall provide enhanced assistance to Merchant in chargeback management and administration per Attachment "B." Chargebacks are initially deducted from a GPS account. Therefore, Merchant shall authorize GPS to debit on a periodic basis an account Merchant designates for reimbursement of chargebacks to GPS and any chargeback management fees imposed by a PTO which GPS is entitled to recover under Attachment "B." GPS shall retain secondary financial and operational responsibility for chargebacks in the event Merchant defaults on this obligation.
- 4.3 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Cardholders to access GPS from Merchant locations and enable GPS to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the GPS administrative system, including user identification, passwords and precautions for accessing all confidential information. GPS shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which GPS may communicate on operational, technical, and administrative issues.
- 4.4 Merchant shall raise any claimed transaction or settlement errors with GPS within 12 months of the date of Merchant's receipt of the GPS report on which the claimed error appeared and shall otherwise follow the GovPayNet Payment Network participation procedures that GPS provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with GPS in the event of an overpayment to refund to GPS funds that GPS can demonstrate exceed Cardholder liabilities to Merchant.
- 4.5 Merchant shall provide GPS with prompt written notice of any change in the information Merchant provides to GPS necessary for Merchant's participation in the GovPayNet Payment Network, including but not limited to any change in its bank routing and account numbers.
- 4.6 In the event Merchant receives a payment from GPS that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.
- 4.7 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the GovPayNet Payment Network for the duration of this Agreement.

#### 5. Term and Termination

- 5.1 This Agreement shall become effective upon the date it has been executed by Merchant and GPS and shall continue for one year, automatically renewing for additional one year periods. Notwithstanding

the foregoing, this Agreement shall terminate if and when Vantiv ceases to provide processing services to GPS or if terminated earlier as provided herein.

- 5.2 Merchant may terminate this Agreement upon 30 days' written notice to GPS and GPS shall promptly inform Vantiv of such termination. If at any time Merchant wishes to terminate the services of GPS but continue to process transactions under this Agreement through Vantiv, Merchant shall immediately upon GPS's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to GPS.
- 5.3 GPS may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with GPS procedures for participating in the GovPayNet Payment Network (subject to Merchant's reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

#### 6. GPS and Vantiv Representations and Warranties

Each of Vantiv and GPS represents and warrants as follows:

- 6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 6.2 The employees, agents and subcontractors of Vantiv and GPS shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.
- 6.3 During the performance of this Agreement, each of Vantiv and GPS shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

#### 7. Merchant Representations and Warranties

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms.

#### 8. Notices

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person, by first class mail, or by facsimile (with a hard copy following) addressed to:

**Merchant:**

Leslie Brick  
City of West Branch  
110 Poplar Street  
West Branch, IA 52358  
leslie@westbranchiowa.org  
(319) 643-5888

**GPS:**

Client Services Department  
Government Payment Service, Inc.  
7102 Lakeview Parkway West Drive  
Indianapolis, Indiana 46268  
Phone: (866) 564-0169  
Facsimile: (888) 665-4755  
Email: [accountservices@govpaynet.com](mailto:accountservices@govpaynet.com)

or to such other person or place that the parties may from time to time designate. Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided in this section and sender receives a confirmation of such facsimile.

#### 9. Disclaimers and Limitation of Liability

- 9.1 The sole purpose of this Agreement is to enable Merchant to participate in the GovPayNet Payment Network. Merchant understands and agrees that GPS takes no responsibility that amounts GPS

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transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that GPS does not guarantee any particular outcome or result other than the delivery of each Cardholder's payment to Merchant.

- 9.2 Other than the limited agency of GPS to accept payments for Merchant this Agreement establishes, nothing creates any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.
- 9.3 GPS shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of GPS.
- 9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. GPS accepts no liability whatsoever for Merchant actions taken based on payment information provided by GPS even if such information proves to be incorrect.
- 9.5 **THIS IS A CONTRACT FOR SERVICES. GPS LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT GPS HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE GOVPAYNET PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. GPS MAKES NO WARRANTIES THAT GPS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR GPS SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. VANTIV'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM GPS. VANTIV SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

#### **10. Publicity**

GPS shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

#### **11. Intellectual Property**

Merchant acknowledges and shall not challenge GPS's ownership of GPS trademarks, service marks, trade names, patents, copyrights, or other intellectual property ("GPS Intellectual Property"). Merchant agrees that any Merchant use of GPS Intellectual Property shall be in accordance with GPS instructions and subject to the control, direction and approval of GPS; that any rights arising out of such use shall inure solely to the benefit of GPS; and that Merchant shall have no ownership or other interest in GPS Intellectual Property.

#### **12. Miscellaneous Terms and Conditions**

- 12.1 **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 12.2 **Assignment.** This Agreement may not be assigned, in whole or in part, by GPS or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.
- 12.3 **Force Majeure.** All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.

- 12.4 **Governing Law.** All matters of contractual interpretation shall be governed by the internal laws of the State of Indiana.
- 12.5 **No Waiver.** A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.
- 12.6 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.
- 12.7 **Severability.** In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.
- 12.8 **Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.
- 12.9 **Complete Agreement.** This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with PTO rules, law, or regulation and GPS provides notice to Merchant of such change.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

**CITY OF WEST BRANCH**

**GOVERNMENT PAYMENT SERVICE, INC.**

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

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

Roger Laughlin  
Mayor

Mark E. MacKenzie  
Vice President & Managing Director

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

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



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**ATTACHMENT "A" – SERVICE FEES AVAILABLE**

**ALL SERVICE FEES ARE NON-REFUNDABLE**

Service Fee Schedule for Government Program Payments Made via Internet (Web/GovSwipe®)	
Credit Card Fee Per Payment Amount	Debit Card Fee Per Payment Amount
\$0.01 to \$50.00 = \$1.00	1.15% \$1.00 minimum
\$50.01 to \$100.00 = \$2.00	
\$100.01 to \$150.00 = \$3.00	
\$150.01 and above = 2.65%	

Service Fee Schedule for Health Care Payments Made via Internet (Web/GovSwipe®)							
Transaction Range			Service Fee	Transaction Range			Service Fee
\$0.01	>	\$50.00	\$1.75	\$100.01	>	\$150.00	\$5.75
\$50.01	>	\$75.00	\$2.00	\$150.01	>	\$200.00	\$7.25
\$75.01	>	\$100.00	\$3.75	For each additional increment of \$50.00, or portion thereof, add \$2.00			

Service Fee Schedule for Telephone-Assisted Payments	
Add \$2.50 to each payment amount for use of operator assistance	Add \$1.50 to each payment amount for use of Integrated Response Unit

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## ATTACHMENT "B" – ADDITIONAL SERVICES

### General Service Terms

Merchant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Merchant's behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize GPS to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through GPS of any types of payments; and (iii) modify the account(s) to which GPS shall direct payments to Merchant by specifying all such changes to GPS **in writing** (for purposes of this attachment, "**in writing**" means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to GPS acceptance and confirmation **in writing**.

### Service Fees

Service Fees may be the responsibility of Cardholder, Merchant, or shared by Cardholder and Merchant. Unless Merchant advises GPS otherwise, Merchant will be presumed to have chosen that Cardholders shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise GPS **in writing**. For any Service Fees Merchant elects to pay, GPS will debit Merchant's account for Merchant's share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow GPS 30 days to make any changes Merchant requests to the Service Fee responsibility. Merchant warrants that Merchant's decisions and instructions to GPS with respect to Cardholder responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

### Service Models

GPS provides an e-commerce payment solution to entities that contract to participate in the GovPayNet Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant's payers and staff. GPS will cause funds to be forwarded electronically to Merchant's designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**.

Cardholders may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method

of initiation. GPS makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant's use of *GovSwipe*® and *ConnexYourGov*®. By electing to utilize such services, Merchant agrees to the following:

**GovSwipe:** If Merchant selects *GovSwipe*, GPS will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Merchant understands that GPS card readers are embedded with proprietary technology ("Firmware"). GPS grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at GPS's option, Merchant will allow GPS and its designated representatives reasonable access to Merchant's premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. GPS is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant's request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Merchant to return card readers to GPS, at GPS's expense and by such method as GPS specifies.

Merchant may request an increase or decrease in the number of card readers deployed **in writing**. Any such changes will be subject to GPS acknowledgment and acceptance **in writing**. GPS shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

**ConnexYourGov:** If Merchant elects to utilize GPS's *ConnexYourGov* solution, Merchant must provide GPS with photographs, graphics, digital assets, or

digital images legally created, taken, or acquired by Merchant (collectively, "Images") that Merchant desires GPS to use. All Images that participating Merchants deliver to GPS become subject upon delivery to a limited license granting GPS a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other GPS use of Images must be with Merchant's express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images, including license rights, copyrights, and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of Merchant.

#### **Security**

If desired, GPS may connect with Merchant's systems in a variety of methods. Any interfaces GPS establishes shall be based on specifications Merchant and GPS mutually develop. Merchant is responsible for advising GPS of any system changes that may affect such interfaces prior to their implementation. A Merchant interfacing with GPS may receive Cardholder information that is subject to PCI DSS which will be the Merchant's responsibility to secure. **GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS.**

*GovSwipe* card readers are designed to communicate Cardholder data to GPS through Merchant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for *GovSwipe* transaction processing and is enabled solely by Merchant's computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. **GPS IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT'S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.**

#### **Card Association Programs**

Enrollment of Merchant in various card companies' governmental and institutional payment programs may be required in connection with services GPS is contracted to perform under this Agreement. GPS shall administer any such enrollment in reliance on information Merchant provides. Participation in such

programs may be contingent on card association review, verification, and other industry processes.

#### **Chargeback Administrative Support**

GPS shall immediately notify Merchant by telephone or email if GPS becomes directly aware of a transaction that the Cardholder did not authorize and will provide prompt notification in writing of chargebacks for which GPS receives notice through industry channels. GPS shall be responsible for any industry chargeback processing fees provided, however, GPS shall not be responsible for fees imposed for arbitration or other actions associated with Merchant's decision to re-present or dispute any chargeback. GPS will, however, submit the re-presented or disputed chargeback on Merchant's behalf and at Merchant's request for review. GPS will provide transaction documentation to the Merchant summarizing chargeback activity relating to payments made to the Merchant via GPS.

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