



**PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL  
MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY, MARCH 19,  
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**

**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 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*

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1. Motion to approve Meeting Minutes for City Council Meeting March 5<sup>th</sup> 2018.
2. Resolution 1697 – A Resolution Calling a Special Election for the Proposal to Impose a Hotel and Motel Tax within the City.
3. Motion to approve the hiring of Tom Dean as a New EMS / First Responder.
4. Motion to approve the hiring of Jamie Tucker as Temporary Parks and Recreation Program Assistant.
5. Resolution 1699 – A Resolution Authorizing the Transfer of Funds.
6. Approve Claims Report.

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

1. Motion approving the parking lot expansion proposal – Proctor and Gamble, Lot 2, Proctor & Gamble Second Addition (US Venture / US Autoforce Site).
2. Public Hearing: To Dispose of an Interest in Real Property to Croell Inc. (Croell Land Swap).
3. Resolution 1696 – Resolution Approving the Disposal of Certain Real Property to Croell Inc.
4. Resolution 1698 – A Resolution Approving Ten Contracts for the 2018 Hoover’s Hometown Days Celebration in the Amount of \$18,603.35.
5. Resolution 1695 – A Resolution Approving the Subdivider’s Agreement – Part 3B, Meadows Subdivision.
6. Discussion – Regarding the Proposed Amendment to Ordinance 41.11 entitled Fireworks.
7. Motion Granting the City Administrator Authority to use an amount not to exceed \$2400.00 from budget line “consultant and professional services” for the purposes of Grant Writing.

**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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*(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**

**March 5, 2018  
7:00 p.m.**

Mayor Laughlin called the West Branch City Council meeting to order at 7:13 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: Council members: Colton Miller, Nick Goodweiler, Jodee Stoolman, Jordan Ellyson and Brian Pierce were present. 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, Park & Recreation Director Melissa Russell, Public Works Director Matt Goodale, Police Chief Mike Horihan and Police Sgt. John Hanna.

**GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS**

None.

**PUBLIC COMMENT**

None.

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

Motion to Approve Meeting Minutes for City Council Meeting February 20, 2018.

Motion to Approve the Liquor License Renewal for “Casey’s General Store #3463, located a 615 S. Downey Street, West Branch, Iowa 52358.

Motion to Approve the Quote by LL Pelling for Spot Repairs and Total Sealcoating of the Block between 4<sup>th</sup> and 5<sup>th</sup> on East College Street.

Resolution 1690 – Approving the Quote and Contract for Tank Cleaning Services.

Motion to Approve Agreement with Kinder Morgan Cochin LLC for construction of the Cubby Park Improvements.

Motion to Approve the Claims Report.

**EXPENDITURES**

3/5/2018

ACTION SEWER & SEPTIC SERV	SEWER MAINTENANCE	1,334.00
BAKER & TAYLOR INC.	BOOKS	1,189.59
BEST BUY BUSINESS ADVANTAG	USB DRIVES	108.90
BWC EXCAVATING LC	315 MAIN ST WATER MAIN IMP	8,472.95
CEDAR RAPIDS PHOTO COPY INC	COPIER MAINTENANCE	115.72
CHIEF SUPPLY CORPORATION	UNIFORMS	25.75
DEMCO	BOOKS, PROGRAM SUPPLIES	1,197.19
F&B COMMUNICATIONS INC	LIBRARY FIREWALL PROJECT	1,138.00
HAWKINS INC	METERING PUMPS	3,039.53
INTERSTATE POWER SYSTEMS INC	GENERATOR INSPECTION/TEST	828.47
IOWA ASSN. MUN. UTILITIES	MEMBERSHIP DUES	701.91
IOWA POLICE CHIEFS ASSOCIATION	MEMBERSHIP DUES	125.00
JC CROSS CO	BLOWER	6,274.00
KINGDOM GRAPHICS LLC	SIGNS-VEHICLES	100.00
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,372.20
LYNCH'S EXCAVATING INC	CURB STOP, REPAIR WATER MAIN	3,125.12
LYNCH'S PLUMBING INC	REPAIR-CITY SHOP BLDG	2,266.07

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MENARDS	TOOLS	194.75
OVERDRIVE INC	AUDIO BOOKS	419.30
PARKSIDE SERVICE	INNER TUBE	177.60
PSC DISTRIBUTION	TOOLS	15.13
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	717.00
QUILL CORP	SUPPLIES	320.83
SHIMMIN, NICK	PROGRAM SUPPLIES	55.74
SUPPLYWORKS	SUPPLIES	44.18
VEENSTRA & KIMM INC.	310 COL ST BRIDGE FINAL DESIGN	2,785.80
VEENSTRA & KIMM INC.	P & Z MEADOWS PT 3 CONCEPT REVIEW	364.94
VEENSTRA & KIMM INC.	315 MAIN ST WATER MAIN IMP	46.14
VEENSTRA & KIMM INC.	310 COL ST BRIDGE ROW ACQUISITION	1,796.30
VEENSTRA & KIMM INC.	P & Z KIT 23 PV SITE PLAN REVIEW	83.00
VERIZON WIRELESS	VERIZON WIRELESS	834.46
WEST BRANCH FORD	VEHICLE REPAIR	42.14

TOTAL 39,311.71

PAID BETWEEN MEETINGS

JULIA HIME	VIDEOGRAPHY SERVICES	150.00
UPS	SEWER-SHIPPING	21.82

TOTAL 171.82

PAYROLL 2-23-18 54,860.73

TOTAL EXPENDITURES 94,344.26

FUND TOTALS

001 GENERAL FUND	21,371.66
022 CIVIC CENTER	43.38
031 LIBRARY	10,008.26
110 ROAD USE TAX	18,325.14
310 COLLEGE STREET BRIDGE	4,582.10
315 MAIN ST WATER MAIN IMPROVEMENTS	8,519.09
600 WATER FUND	14,821.04
610 SEWER FUND	16,673.59
GRAND TOTAL	94,344.26

Miller questioned the quote from LL Pelling and asked Goodale what additional work was needed at East College Street. Goodale explained that the quote provided in the packet was for the annual costs for year round seal coating and that the staff worksheet was incorrect. Goodale said the quote was not for East College Street. Motion by Goodweiler, second by Pierce to approve agenda/consent agenda items. AYES: Goodweiler, Pierce, Stoolman, Miller, Ellyson. NAYS: None. Motion carried.

**PUBLIC HEARING/NON-CONSENT AGENDA**

Resolution 1690 – Approving a contract addendum with Fehr Graham for attending meetings related to Cubby Park Improvements during construction./Move to action.

Pierce asked if meetings were included in the original contract and why this addendum was needed. Jones reminded the Council that at a previous Council meeting, resident questions were not able to be answered due to the absence of the firm’s engineer. Council had directed staff to require the engineer to be present at all future meetings to be available for any questions. Nate Kass, Project Engineer for Fehr Graham was present and explained that the original engineering contract had a certain number of meetings included which have been exceeded. This addendum is confirm his company to bill for the extra attendance to meetings. Motion by Stoolman, second by Goodweiler to approve Resolution 1690. AYES: Stoolman, Goodweiler, Ellyson, Miller, Pierce. NAYS: None. Motion carried.

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Motion to Approve Payment of \$1,212.50 for Engineering Services for Hoover Trail Pedestrian Bridge Consultation./Move to action.

Jones explained that this invoice was for services performed by Veenstra & Kimm to assist the City with determining where French Renneker, the original engineer for the project left off. Veenstra & Kimm worked with the DNR on the permit, however it failed the DNR requirements. Jones said the location needs to change or the structure needs to change.

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

Resolution 1683 – A Resolution Approving the Contract for the 2017 Hoover’s Hometown Days Celebration in the Amount of \$25,000.00./Move to action.

Jones said this resolution was brought back to by the request of Councilperson Pierce who was absent for the February 20, 2018 meeting when the issue failed due a tie. Pierce said he brought the resolution back because he feels the fireworks are an important part of Hoover’s Hometown Days.

Motion by Pierce, second by Goodweiler to approve Resolution 1683. AYES: Pierce, Goodweiler, Miller. NAYS: Stoolman and Ellyson. Motion carried.

Public Hearing: Regarding Adopting the City Administrator’s Recommended Budget as the Fiscal Year 2018-2019 Annual Budget.

Laughlin opened the public hearing at 7:18 p.m. There was no public comment. Laughlin closed the public hearing at 7:19 p.m.

Resolution 1691 – A Resolution adopting the Fiscal Year 2018-2019 Annual Budget./Move to action.

Miller stated that he would be voting ‘No’ for this year’s annual budget because he felt that staff had not adequately budgeted for Hoover’s Hometown Days or the storm water utility matching general funds agreement.

Motion by Stoolman, second by Ellyson to approve Resolution 1691. AYES: Stoolman, Ellyson, Pierce, Goodweiler. NAYS: Miller. Motion carried.

Resolution 1692 – A Resolution Approving a Professional Services Agreement to perform construction engineering services for College Street Bridge Replacement Project./Move to action.

Leland Belding, Roadway Designer for Veenstra & Kimm explained that this is a supplemental agreement with his company to perform construction engineering services for the College Street Bridge in an amount not to exceed \$148,470.00.

Motion by Goodweiler, second by Ellyson to approve Resolution 1692. AYES: Goodweiler, Ellyson, Miller, Stoolman, Pierce. NAYS: None. Motion carried.

Resolution 1694 – A Resolution Fixing a Date for Public Hearing to dispose of an interest in real property to Croell Inc. (Croell Land Swap)./Move to action.

City Attorney, Kevin Olson explained that the purpose of the public hearing is a state requirement when disposing of city property.

Motion by Pierce, second by Ellyson to approve Resolution 1694. AYES: Pierce, Ellyson, Miller, Stoolman, Goodweiler. NAYS: None. Motion carried.

Resolution 1693 – A Resolution Approving a Variance for Street Width in the Meadows subdivision – Part 3B./Move to action.

Laughlin said he supports the request for a thirty one foot street and said the City Code needs to be updated to allow that width. Miller requested the Council review The Meadows original design for future phases of the development and said this will be a busy street as it will be the only one that connects with Main Street. Miller said he supports the thirty one foot width but suggested no parking on either side. Olson said he was working

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on an ordinance change to address street widths and would have something for the Planning & Zoning Commission soon. Olson also said that parking would be addressed in the Code as well for this street at a later date.

Motion by Stoolman, second by Pierce to approve Resolution 1693. AYES: Stoolman, Pierce, Goodweiler, Miller, Ellyson. NAYS: None. Motion carried.

**CITY ADMINISTRATOR REPORT**

Jones reported on a recent phone conference with Gross-Wen Technologies and said site visits were being planned. Jones also said that city staff and the fire department volunteers participated in a diversity training last month with approximately 85% attending. Jones said the training was recorded and available for those who were unable to attend.

**CITY ATTORNEY REPORT**

Olson reported that the state backfill was in jeopardy of being eliminated and recommended that Council contact their local legislatures. Olson said the backfill plays an important role in the City's annual budget. Olson also said that he didn't have an update on Casey's at this time due to scheduling conflicts with Casey's. He also said he was working on an ordinance change for street widths as well as updating the Urban Renewal Plan.

**COMMENTS FROM MAYOR AND COUNCIL MEMBER**

Laughlin said a meeting is scheduled for Thursday, March 8, 2018 in the Council Chambers to discuss how to grow West Branch. He invited all interested individuals to attend.

**ADJOURNMENT**

Motion to adjourn by Miller, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 8:13 p.m.

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Roger Laughlin, Mayor

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

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	March 19, 2018
<b>AGENDA ITEM:</b>	Resolution 1697 – A Resolution Calling a Special Election for the Proposal to Impose a Hotel and Motel Tax within the City.
<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>	March 13, 2018

### BACKGROUND:

This resolution is a follow-up to the City Council's direction to pursue a special election instead of waiting for November elections. This resolution also provides in italics the ballot language proposed to be presented to West Branch Voters Tuesday, May 1<sup>st</sup> 2018.

This tax would be imposed on 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 guest for rent / rate; whether with or without meals.

The tax **will not** be imposed on sleeping rooms in dormitories, memorial unions at all universities and colleges; and guests of religious institutions 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 rate paying transient guests generally.

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

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RESOLUTION 1697

**RESOLUTION CALLING A SPECIAL ELECTION FOR THE PROPOSAL TO IMPOSE A HOTEL AND MOTEL TAX WITHIN THE CITY.**

**WHEREAS**, the City of West Branch, Iowa, proposes to impose by ordinance a hotel and motel tax within the City; and

**WHEREAS**, Section 423A.4 of the Code of Iowa provides that before the City Council may institute proceedings for the imposition of such a tax, it shall call a special election to vote upon the proposition of imposing the tax in accordance with the provisions of the statute; and

**WHEREAS**, the West Branch Times, is a legal newspaper, printed wholly in English language, as defined by Section 618.3 of the Code of Iowa, and is published and of general circulation within the City.

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

Section 1. That there is hereby called a special City Election on Tuesday, the 1st day of May, 2018, at which election there shall be submitted to the registered voters the following question”

**“SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?”**

*Shall the City of West Branch, Iowa be authorized to impose by Ordinance a Local Hotel and Motel Tax at a rate of seven percent (7%), effective (Either July 1, 2018 or January 1, 2019), with at least fifty percent (50%) of the revenues derived from the Local Hotel and Motel Tax to be used for the promotion and encouragement of tourist and convention business in the City and surrounding areas; and the remaining revenues derived from the Local Hotel and Motel Tax to be used for all other purposes permitted pursuant to Chapter 423A of the Code of Iowa?”*

**Section 2.** That the voting place or places for the election, and the hours the polls shall be opened and closed shall be set out in the notice of election, such notice to be prepared and approved by the County Commissioner of Elections.

**Section 3.** That the form of ballot to be used at the 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 election, all such measures shall be printed upon one ballot.

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**Section 4.** That the Election Board for the voting precinct or precincts shall be appointed by the County Commissioner of Elections, not less than 15 days before the date of said election.

**Section 5.** That the Auditor of Cedar County, Iowa, being the County Commissioner of Elections, is hereby directed to publish notice of the election once in the "West Branch Times", being a local newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, published in said County and of general circulation therein, the publication to be not less than four nor more than twenty days prior to the date of the election.

**Section 6.** 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.

**Section 7.** That the City 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 provisions of Chapter 47 of the Code of Iowa.

**Passed and approved this 19th day of March, 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>	March 19, 2018
<b>AGENDA ITEM:</b>	Motion to approve the hiring of Tom Dean a new EMS / First Responder.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	<a href="#">Click here to enter text.</a>
<b>DATE:</b>	March 13, 2018

### BACKGROUND:

Motion to approve appointment of Tom Dean to the West Branch Fire Department as a medical responder. Approved by the WBFD on February 21, 2018.

<b>STAFF RECOMMENDATION:</b>	Approve Motion
<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>	March 19, 2018
<b>AGENDA ITEM:</b>	Approval of hiring Jamie Tucker as Temporary Parks and Recreation Program Assistant.
<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>	March 9, 2018

**BACKGROUND:**

There were three candidates interviewed for the Temporary Program Assistant Position. It is staff recommendation to hire Jamie Tucker for the position of Temporary Program Assistant. She has been involved in multiple athletic programs. She has extensive knowledge working with youth and will be a great asset to the Parks and Recreation program.

Jamie is available to start working minimal hours in March. She will assist with the organization and coordination of summer t ball, baseball, and softball programs and with other programs.

Setting Salary at \$12.50

<b>STAFF RECOMMENDATION:</b>	Approve hiring Jamie Tucker as Temporary Program Assistant
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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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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	March 19, 2018
<b>AGENDA ITEM:</b>	Resolution 1699 – 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>	March 14, 2018

### **BACKGROUND:**

These are fund transfers to fund capital projects and close capital projects. Items that should be considered routine.

<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 1699

**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	Road Use Tax	(110)	\$101,931.89	(To fund 4 <sup>th</sup> St
Improvement T/O	Sewer Fund		(610)	\$ 14,492.50 Project
and close project				
T/I	4 <sup>th</sup> St Improvement Project	(306)	\$116,424.39	fund)
T/O	Sanitary Sewer I & I Grout	(316)	\$0.11	(To close project
fund)				
T/I	Sewer Fund	(610)	\$0.11	
T/O	Park Improvements-Pedersen Valley	(308)	\$ 160.16	(To complete funding
T/I	Phase I Park Improvements	(309)	\$ 160.16	and close Phase I
project)				

\* \* \* \*

**PASSED AND APPROVED** this 19<sup>th</sup> day of March, 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> March 19, 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>	March 13, 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

3/19/2018

AERO RENTAL INC	EQUIPMENT RENTAL	404.25
ALLIANT ENERGY	WATER TOWER	10,049.74
ALTORFER INC	MAINTENANCE SUPPLIES	23.63
AMAZON	BOOKS & SUPPLIES	157.32
AMY S BOELK	ZUMBA INSTRUCTION	300.00
BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	885.85
BP AMOCO	VEHICLE FUEL	100.12
BRIAN LUMPA	310-COL ST BRIDGE TREE REMOVAL	2,200.00
BROWN'S WEST BRANCH	VEHICLE MAINTENANCE	139.58
CAJ ENTERPRISES INC	HAULING	88.00
CEDAR RAPIDS PHOTO COPY INC	COPIER MAINTENANCE-LIBRARY	69.32
CROELL, INC.	SAND	176.00
ECONO SIGNS LLC	STREET SIGNS	317.35
GILLUND ENTERPRISES	GILLUND ENTERPRISES	407.00
HAWKINS INC	CHEMICALS	402.60
IOWA ASSN. MUN. UTILITIES	SAFETY TRAINING	563.75
JOHNSON COUNTY REFUSE INC	RECYCLING FEB 2018	3,809.50
KIRKWOOD COMM. COLLEGE	TRAINING-JAMES HOLLAND	950.00
L. L. PELLING CO. INC	STREET REPAIR	343.44
LENOCH & CILEK	SUPPLIES	7.96
LINN COUNTY R.E.C.	SECURITY LIGHTS & SIREN	155.30
MIDWEST FRAME & AXLE	MAINTENANCE SUPPLIES	236.28
MISCELLANEOUS VENDOR	JODI OSWOLD: TEMP EASEMENT	215.00
OLSON, KEVIN D	LEGAL SERVICES-FEBRUARY 2018	3,000.00
OVERDRIVE INC	BOOK	54.00
PITNEY BOWES GLOBAL FINANCE	POSTAGE METER LEASE-LIBRARY	102.39
PYRAMID SERVICES INC	ENGINE & CHAIN SAW	2,951.49
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	739.00
QUALITY ENGRAVED SIGNS	NAME PLATE	20.00
QUILL CORP	OFFICE SUPPLIES	121.77
RACOM CORPORATION	VEHICLE MAINTENANCE	215.00
SHIMMIN, NICK	PROGRAM SUPPLIES	32.97
STATE HYGIENIC LAB	LAB ANALYSIS	52.00
UPS	SEWER SHIPPING	21.82
US BANK CORPORATE CARD	TRAINING-REGISTER, HOTELS	1,828.42
USA BLUE BOOK	MAINTENANCE SUPPLIES	181.42
VAN METER INC	MAINTENANCE SUPPLIES	238.21
VEENSTRA & KIMM INC	301-REAP GRANT PROJECT	1,212.50
WALMART COMMUNITY/RFCSL LC	BOOKS, DVDS, PROGRAM SUPPLIES	251.77
WELLMARK, INC.	ADMIN-FLEX CLAIMS	196.20
WEST BRANCH ANIMAL CLINIC	BOARDING IMPOUNDED ANIMALS	200.00
WEST BRANCH TIMES	ADVERTISING, LEGAL NOTICES	882.03
WEX BANK	WEX BANK	1,404.77
ZEPHYR PRINTING & DESIGN	HHTD ADVERTISING	462.50
ALBAUGH PHC INC	MAINTENANCE SERVICE	643.45
FELD FIRE EQUIPMENT INC	UNIFORMS	7,750.00
DEAN MILLER	INSTRUCTOR SERVICE	75.00

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SANDY HEICK	INSTRUCTOR SERVICE	150.00
JODEE STOOLMAN	MILEAGE	130.54
<b>TOTAL</b>		<b>44,919.24</b>
<b>PAID BETWEEN MEETINGS</b>		
BRIGETT RICHMOND	REFUND	15.00
CEDAR COUNTY COOP	FIRE TRUCK FUEL	997.60
CULLIGAN WATER TECHNOLOGIES	WATER SOFTENER SERVICE	39.15
US BANK EQUIPMENT FINANCE	LIBRARY COPIER LEASE	59.00
USA BLUE BOOK	EQUIPMENT	362.22
<b>TOTAL</b>		<b>1,472.97</b>
<b>PAYROLL 3-09-18</b>		<b>39,325.49</b>
<b>TOTAL EXPENDITURES</b>		<b>85,717.70</b>
<b>FUND TOTALS</b>		
001 GENERAL FUND		44,468.66
022 CIVIC CENTER		5,507.34
031 LIBRARY		3,891.88
110 ROAD USE TAX		8,742.63
112 TRUST AND AGENCY		196.20
301 REAP GRANT PROJECT		1,212.50
310 COLLEGE STREET BRIDGE		7,329.26
600 WATER FUN		9,482.28
610 SEWER FUND		4,806.95
740 STORM WATER UTILITY		80.00
<b>GRAND TOTAL</b>		<b>85,717.70</b>

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE OPERATION	GENERAL FUND	RACOM CORPORATION	VEHICLE MAINTENANCE	120.00		
			VEHICLE MAINTENANCE	95.00		
		QUILL CORP	OFFICE SUPPLIES	121.77		
		WEX BANK	VEHICLE FUEL	733.95		
		BROWN'S WEST BRANCH	VEHICLE MAINTENANCE	139.58		
		ALLIANT ENERGY	SERVICES	372.16		
			TOTAL:	1,562.46		
FIRE OPERATION	GENERAL FUND	STOOLMAN, JODEE	MILEAGE	130.54		
		BP AMOCO	VEHICLE FUEL	71.51		
		PYRAMID SERVICES INC.	ENGINE & CHAIN SAW	751.49		
		FELD FIRE EQUIPMENT CO. INC	UNIFORMS	7,750.00		
		SANDY HEICK	INSTRUCTOR SERVICES	150.00		
		US BANK CORPORATE CARD	TRAINING-REGISTER, HOTELS	378.90		
		ALLIANT ENERGY	SERVICES	1,116.47		
		BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	89.50		
		ALBAUGH PHC INC.	MAINTENANCE SERVICE	643.45		
		MISCELLANEOUS V DEAN MILLER	DEAN MILLER:INSTRUCTOR SER	75.00		
			TOTAL:	11,156.86		
		ANIMAL CONTROL	GENERAL FUND	WEST BRANCH ANIMAL CLINIC	BOARDING IMPOUNDED ANIMALS	200.00
					TOTAL:	200.00
STREET LIGHTING	GENERAL FUND	LINN COUNTY R.E.C. ALLIANT ENERGY	SECURITY LIGHTS & SIREN	155.30		
			SERVICES	2,295.65		
			SERVICES	303.08		
	TOTAL:	2,754.03				
PARK & RECREATION	GENERAL FUND	WEST BRANCH TIMES ALLIANT ENERGY	ADVERTISING, LEGAL NOTICES	80.00		
			LIGHT-LIONS FIELD	29.63		
			LIGHTS 219 E GREEN	12.28		
			SERVICES	31.28		
		AMY S BOELK	ZUMBA INSTRUCTION	300.00		
			TOTAL:	453.19		
		COMM & CULTURAL DEVEL	GENERAL FUND	ALLIANT ENERGY ZEPHYR PRINTING & DESIGN, INC	HHTD UTILITIES	19.32
HHTD ADVERTISING	462.50					
TOTAL:	481.82					
ECONOMIC DEVELOPMENT	GENERAL FUND	WEST BRANCH TIMES	ADVERTISING, LEGAL NOTICES	150.00		
			TOTAL:	150.00		
CLERK & TREASURER	GENERAL FUND	QUALITY ENGRAVED SIGNS US BANK CORPORATE CARD	NAME PLATE	20.00		
			TRAINING-REGISTER, HOTELS	146.59		
		ALLIANT ENERGY	TRAINING-REGISTER, HOTELS	250.00		
			SERVICES	363.40		
	TOTAL:	779.99				
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES OLSON, KEVIN D	ADVERTISING, LEGAL NOTICES	652.03		
			LEGAL SERVICES-FEBRUARY 20	1,500.00		
			LEGAL SERVICES -MARCH 2018	1,500.00		
			TOTAL:	3,652.03		
SOLID WASTE	GENERAL FUND	JOHNSON COUNTY REFUSE INC.	RECYCLING FEB 2018	3,809.50		
			TOTAL:	3,809.50		

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LOCAL CABLE ACCESS	GENERAL FUND	ALLIANT ENERGY	SERVICES	100.00
			TOTAL:	100.00
TOWN HALL	CIVIC CENTER	ALLIANT ENERGY	SERVICES	560.58
			TOTAL:	560.58
LIBRARY	LIBRARY	OVERDRIVE INC	BOOK	54.00
		WALMART COMMUNITY/RFCSLLC	BOOKS, DVDS, PROGRAM SUPPL	178.10
			BOOKS, DVDS, PROGRAM SUPPL	62.50
			BOOKS, DVDS, PROGRAM SUPPL	11.17
		CEDAR RAPIDS PHOTO COPY INC	COPIER MAINTENANCE-LIBRARY	69.32
		SHIMMIN, NICK	PROGRAM SUPPLIES	32.97
		US BANK CORPORATE CARD	TRAINING-REGISTER, HOTELS	55.55
			TRAINING-REGISTER, HOTELS	56.67
			TRAINING-REGISTER, HOTELS	100.00
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	POSTAGE METER LEASE-LIBRAR	102.39
		ALLIANT ENERGY	SERVICES	505.92
		AMAZON	BOOKS & SUPPLIES	5.89
			BOOKS & SUPPLIES	27.94
			BOOKS & SUPPLIES	21.16
			BOOKS & SUPPLIES	13.99
			BOOKS & SUPPLIES	88.34
			TOTAL:	1,385.91
ROADS & STREETS	ROAD USE TAX	L. L. PELLING CO. INC	STREET REPAIR	139.32
			STREET REPAIR	204.12
		BP AMOCO	VEHICLE FUEL	28.61
		AERO RENTAL INC	EQUIPMENT RENTAL	404.25
		PYRAMID SERVICES INC.	ENGINE & CHAIN SAW	2,200.00
		WEX BANK	VEHICLE FUEL	221.37
		CROELL, INC.	SAND	176.00
		CAJ ENTERPRISES INC	HAULING	88.00
		ALLIANT ENERGY	SERVICES	480.99
		ECONO SIGNS LLC	STREET SIGNS	317.35
		MIDWEST FRAME & AXLE	MAINTENANCE SUPPLIES	236.28
			TOTAL:	4,496.29
CLERK & TREASURER	TRUST AND AGENCY	WELLMARK, INC.	ADMIN-FLEX CLAIMS	196.20
			TOTAL:	196.20
CAPITAL PROJECT	REAP GRANT PROJECT	VEENSTRA & KIMM INC.	301-REAP GRANT PROJECT	1,212.50
			TOTAL:	1,212.50
INVALID DEPARTMENT	COLLEGE STREET BRI	BRIAN LUMPA	310-COL ST BRIDGE TREE REM	2,200.00
		MISCELLANEOUS V JODI OSWOLD	JODI OSWOLD: TEMP EASEMENT	215.00
			TOTAL:	2,415.00
WATER OPERATING	WATER FUND	LENOCH & CILEK	SUPPLIES	7.96
		KIRKWOOD COMM. COLLEGE	TRAINING-JAMES HOLLAND	475.00
		STATE HYGIENIC LAB	LAB ANALYSIS	52.00
		IOWA ASSN. MUN. UTILITIES	SAFETY TRAINING	563.75
		HAWKINS INC	CHEMICALS	402.60
		WEX BANK	VEHICLE FUEL	221.37
		US BANK CORPORATE CARD	TRAINING-REGISTER, HOTELS	220.00
			TRAINING-REGISTER, HOTELS	295.59
		ALLIANT ENERGY	WATER TOWER	145.71

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VAN METER INC	SERVICES	2,385.96
			MAINTENANCE SUPPLIES	238.21
			TOTAL:	5,008.15
SEWER OPERATING	SEWER FUND	KIRKWOOD COMM. COLLEGE	TRAINING-JAMES HOLLAND	475.00
		ALTORFER INC	MAINTENANCE SUPPLIES	23.63
		UPS	SEWER SHIPPING	21.82
		QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	739.00
		WEX BANK	VEHICLE FUEL	228.08
		US BANK CORPORATE CARD	TRAINING-REGISTER, HOTELS	245.12
		GILLUND ENTERPRISES	GILLUND ENTERPRISES	407.00
		ALLIANT ENERGY	SERVICES	1,327.31
		BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	796.35
		USA BLUE BOOK	MAINTENANCE SUPPLIES	181.42
			TOTAL:	4,444.73
STORM WATER UTILITY	STORM WATER UTILIT	US BANK CORPORATE CARD	TRAINING-REGISTER, HOTELS	80.00
			TOTAL:	80.00

===== FUND TOTALS =====		
001	GENERAL FUND	25,119.88
022	CIVIC CENTER	560.58
031	LIBRARY	1,385.91
110	ROAD USE TAX	4,496.29
112	TRUST AND AGENCY	196.20
301	REAP GRANT PROJECT	1,212.50
310	COLLEGE STREET BRIDGE	2,415.00
600	WATER FUND	5,008.15
610	SEWER FUND	4,444.73
740	STORM WATER UTILITY	80.00
GRAND TOTAL:		44,919.24

TOTAL PAGES: 3

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	March 19, 2018
<b>AGENDA ITEM:</b>	Motion Approving the parking lot expansion proposal – Proctor and Gamble, Lot 2, Proctor & Gamble Second Addition (US Venture / US Autoforce Site.)
<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>	March 13, 2018

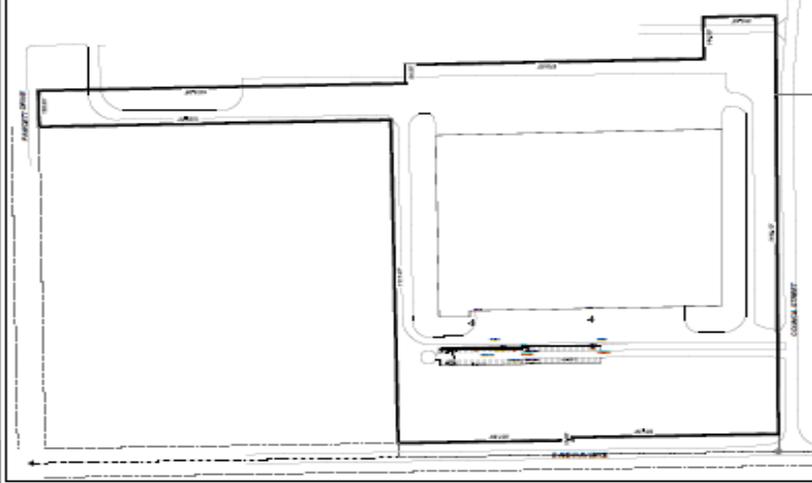
### BACKGROUND:

The Site Plan for Lot2, Proctor & Gamble Second Addition is for the addition of 50 parking spots to the existing west parking lot. The existing parking lot has a driveway to Council Street, and the proposed parking spots will be added on both sides of the driveway. The proposed parking will require the addition of two additional handicap parking spaces for a total of four handicap parking spaces for the entire parking lot. The proposed handicap parking will have ADA access through the parking lot.

There is no change to the storm water management because the increase in hard surfacing is 0.5%. The storm water increase would be minor. There is no plan to increase lighting or landscaping. The lighting and landscaping will match the existing parking lot to the north. The building is for sale, so the additional parking is proposed to meet future owners parking requirements. The City Standards call for 6 inches of asphalt, but the asphalt is for parking only. Iowa Statewide Urban Design and Specifications has a requirement of 4 inches of asphalt under the proposed traffic load.

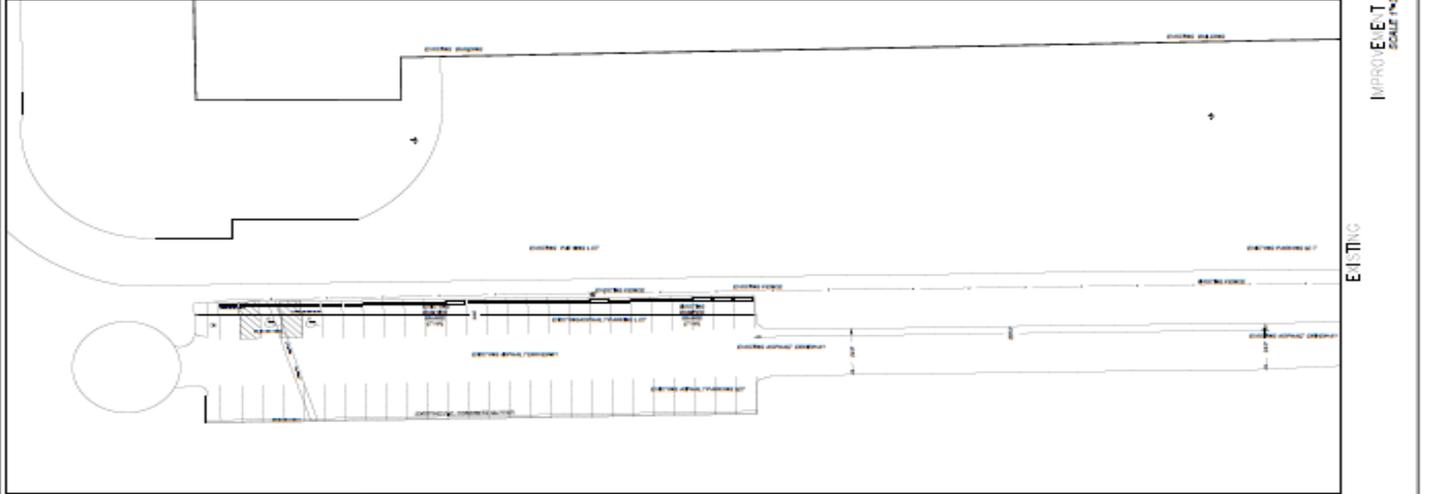
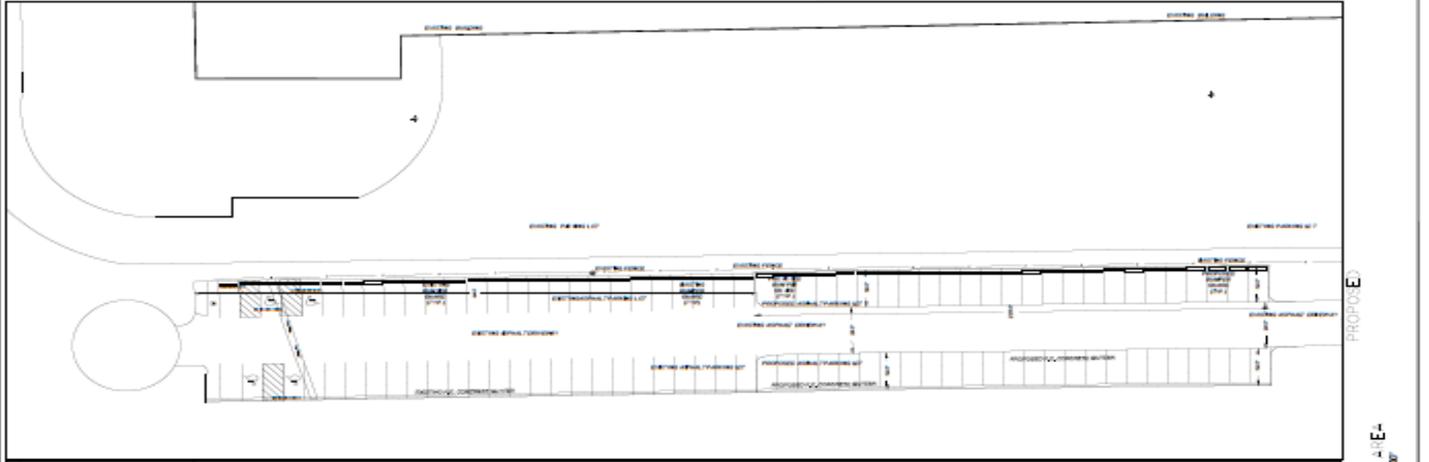
<b>STAFF RECOMMENDATION:</b>	Approve the Motion
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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**LEGEND**

▲	FIRE HYDRANT
○	WALK OR BIWAY
○	STREET LIGHT
○	UTILITY POLE
○	STREET SIGN
○	MANHOLE
○	EXISTING STORM SEWER INTAKE
○	PROPOSED INTAKE
○	TELEPHONE TERMINAL
○	CABLE TERMINAL
○	OVERHEAD ELECTRICAL
○	UNDERGROUND ELECTRICAL
○	OVERHEAD TELEPHONE
○	UNDERGROUND TELEPHONE
○	GAS LINE
○	CABLE TV LINE
○	STORM SEWER WATER
○	SANITARY SEWER WATER
○	WATER MAIN WATER
○	FENCE
○	RIGHT-OF-WAY
○	BACK OF CURB TO BACK OF CURB
○	SEWERAGE TRAIL
○	COMPASSION TREE
○	EXISTING FUTURE CURE
○	UTILITY CASHEMENT
○	SEWERAGE CASHEMENT
○	EXISTING MARK NUMBER
○	CONCRETE POLE
○	TOP OF SUB ELEVATION OF FORM GRADE



**LOCATION MAP**  
NO SCALE

**BRAIN ENGINEERING, INC.**  
 1000 WEST 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112  
 WWW.BRAINENGINEERING.COM

**CLIENT: CITY OF DENVER**  
 1000 WEST 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112  
 WWW.CITYOFDENVER.COM

**PROJECT: IMPROVEMENTS TO WEST 10TH AVENUE**  
 ADDRESS: TO COLLEGE STREET

PREPARED BY: BRADY J. HARRIS  
 CHECKED BY: BRADY J. HARRIS  
 DATE: 10/11/2011

APPROVED BY: BRADY J. HARRIS  
 DATE: 10/11/2011

**PROPOSED IMPROVEMENTS:**  
 1. IMPROVE EXISTING SIDEWALKS TO 6' WIDE  
 2. IMPROVE EXISTING BIWAYS TO 6' WIDE  
 3. IMPROVE EXISTING PARKING SPACES TO 18' x 56'  
 4. IMPROVE EXISTING PARKING SPACES TO 18' x 56'  
 5. IMPROVE EXISTING PARKING SPACES TO 18' x 56'  
 6. IMPROVE EXISTING PARKING SPACES TO 18' x 56'  
 7. IMPROVE EXISTING PARKING SPACES TO 18' x 56'  
 8. IMPROVE EXISTING PARKING SPACES TO 18' x 56'  
 9. IMPROVE EXISTING PARKING SPACES TO 18' x 56'  
 10. IMPROVE EXISTING PARKING SPACES TO 18' x 56'

**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.  
 2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.  
 3. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED BY SURVEY.  
 4. ALL UTILITIES SHALL BE PROTECTED BY CONSTRUCTION METHODS.  
 5. ALL UTILITIES SHALL BE PROTECTED BY CONSTRUCTION METHODS.  
 6. ALL UTILITIES SHALL BE PROTECTED BY CONSTRUCTION METHODS.  
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 10. ALL UTILITIES SHALL BE PROTECTED BY CONSTRUCTION METHODS.

3-16-11





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	March 19, 2018
<b>AGENDA ITEM:</b>	Public Hearing: To Dispose of an Interest in Real Property to Croell Inc. (Croell Land Swap).
<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>	Leslie Brick, Deputy City Clerk
<b>DATE:</b>	March 13, 2018

### BACKGROUND:

The property was purchased in 1989 by Croell Redi-mix, a cement company with more than 130 locations in six states, and employs its own crew that not only pours foundations and walls but constructs plants. Croell Redi-mix operated on a four-acre parcel at 325 East Green Street which is ranged north to south between Main Street and College Street. While planning for a plant expansion at that site, the city proposed land swap. Instead of having this industrial use expand its operations in this transitional area that exist between a celebrated historic downtown with 14 buildings on the National Historic Register, and a well-established neighborhood known for its mature tree line and eclectic housing; the city pursued a land swap that exchanged 12 acres of industrial park property for the aforementioned 4 acre site. Conceptual discussions with neighboring land and business owners are examining redeveloping this land / properties to enhance a potential mixed-use project.

<b>STAFF RECOMMENDATION:</b>	Open Public Hearing / Close Public Hearing
<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>	March 19, 2018
<b>AGENDA ITEM:</b>	Resolution 1696 – Resolution Approving the Disposal of Certain Real Property to Croell Redi-Mix, Inc.
<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>	Kevin Olson, City Attorney
<b>DATE:</b>	March 13, 2018

**BACKGROUND:**

The property was purchased in 1989 by Croell Redi-mix, a cement company with more than 130 locations in six states, and employs its own crew that not only pours foundations and walls but constructs plants. Croell Redi-mix operated on a four-acre parcel at 325 East Green Street which is ranged north to south between Main Street and College Street. While planning for a plant expansion at that site, the city proposed land swap. Instead of having this industrial use expand its operations in this transitional area that exist between a celebrated historic downtown with 14 buildings on the National Historic Register, and a well-established neighborhood known for its mature tree line and eclectic housing; the city pursued a land swap that exchanged 12 acres of industrial park property for the aforementioned 4 acre site. Conceptual discussions with neighboring land and business owners are examining redeveloping this land / properties to enhance a potential mixed-use 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 1696

**RESOLUTION APPROVING THE DISPOSAL OF CERTAIN REAL PROPERTY  
TO CROELL REDI-MIX, INC.**

**WHEREAS**, the City and Croell Redi-Mix, Inc (“Croell) previously entered into that certain Land Exchange Agreement (the “Agreement”), said Agreement being recorded in Book 1329 at page 133, Records of the Cedar County Recorder’s Office; and

**WHEREAS**, as part of the Agreement, the City will convey Lot B of Lot 4, Rummells Commercial Subdivision, to Croell; and

**WHEREAS**, in exchange for the City’s conveyance to Croell, Croell will convey its present property adjacent to Main Street to the City; and

**WHEREAS**, Chapter 364 of the Code of Iowa and the Title Standards of the Iowa State Bar Association require a public hearing be held prior to a city conveying property; and

**WHEREAS**, said public hearing has been held pursuant to the published notice of the same.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch, Cedar County, Iowa, that the disposal of said Lot B of Lot 4, Rummells Commercial Subdivision to Croell pursuant to the Agreement is hereby approved. Further, the City Clerk is directed to record a copy of this Resolution, along with the affidavit of publication, in the Office of the Cedar County Recorder’s Office.

**Passed and approved this 19<sup>th</sup> day of March, 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>	March 19, 2018
<b>AGENDA ITEM:</b>	Resolution 1698 - A Resolution Approving Ten Contracts for the 2018 Hoover’s Hometown Days Celebration in the Amount of \$18,603.35.
<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>	Melissa Russell, Parks and Recreation Director
<b>DATE:</b>	March 14, 2018

**BACKGROUND:**

Midwest Inflatables will bring, set up, tear down, and staff 10 activities on August 4<sup>th</sup>, 2018 for a total fee of \$11,250. The inflatables will be open from 11am-8pm. IC balloons will provide balloon animals between the hours of 2pm and 5pm on August 4, 2018 for a fee of \$525. Prosound of Iowa City will provide DJ services on August 3, 2018 between 5pm and 8pm on Village Green for a fee of \$400. The DJ service will assist in providing a festive atmosphere for the kick off evening of Hoover’s Hometown Days.

Hanson Shows will perform at 12:30pm on Main Street on August 4, 2018. They are a family friendly show that will feature juggling and unicycling. There cost will be \$500 for a 45-minute performance. Torrey Roster-RU Racing will bring a simulator on August 4, 2018 for 4 hours at a cost of \$800. This will be located on Main Street. Pony Go Round will be back on August 4, 2018 from 12:00pm-4:00pm giving pony rides. The cost for Pony Go Round is \$1200.

Big 10 Rental will deliver, set up and take down a 20x40 tent on Main Street. They will also deliver tables and chairs for the food tent and entertainment on Main Street. The cost of Big 10 rentals is \$1219.35. Port O Jonny will deliver the 8 units and 4 handwashing stations for a fee of \$784. Yotty’s golf carts will be used for shuttle service as well as assistance during the parade. The fee for 10 golf carts is \$1000.

Community Showcase Rental will set up and remove the stage located near the Presidential Library for \$925. It will be used for the band before and during the fireworks.

**The total for the contracts presented today are \$18,603.35.**

<b>STAFF RECOMMENDATION:</b>	Approve Hoover’s Hometown Days Contracts
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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RESOLUTION 1698

**A RESOLUTION APPROVING TEN CONTRACTS FOR THE 2018 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$18,603.35.**

**WHEREAS**, the City's premier event of the year is Hoover's Hometown Days; and

**WHEREAS**, the fiscal year 2017-2018 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

**WHEREAS**, three organizations have submitted proposed service agreements in the amount of \$18,603.35 to provide musical entertainment, children's activities, performance stages, golf carts and restroom facility services for use during the event; and

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

**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 19th day of March, 2018.

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk

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ENTERTAINMENT CONTRACT / INVOICE

**Midwest Inflatables, LLC**  
 P.O. Box 1749  
 Ames, IA 50010  
 515.450.6478  
 info@midwestinflatables.com

<b>Contract Date</b>	February 20 <sup>th</sup> , 2018
<b>Invoice Number</b>	2018031

LESSEE INFORMATION
<b>Lessee Name:</b> City of West Branch – Hoover's Hometown Days
<b>Lessee Address:</b> P.O. Box 460, West Branch, IA 52358
<b>Lessee Contact:</b> Rebecca (Becky) Knoche – 319.643.2633 work, bknoche@wbpl.org
<b>Alternate Contact:</b> N/A
<b>Event Location:</b> Village Green (Corner of Parkside Drive and Main Street) West Branch, IA 52358

LESSOR INFORMATION
Midwest Inflatables, LLC
P.O. Box 1749, Ames, Iowa 50010
<b>Lessor Contact:</b>
Jeremy Boekelman 515.450.6478
jeremy@midwestinflatables.com

Event / Type of Event	Event Hours	Event Start Date	Event End Date	Set-up Date	Tear-down Date
Hoover's Hometown Days (City Festival)	11:00 AM – 8:00 PM	August 4 <sup>th</sup> , 2018			

Equipment to be Leased / Services Provided	Quantity	Rate	Amount
<b>Inflatables, Mini Golf, and Mobile Gaming Trailer Package with Staffing</b>	<b>1</b>	<b>11,250</b>	<b>\$11,250.00</b>
Mobile Gaming Trailer with Staffing	1	N/A	Included
70 ft. Obstacle Course with Staffing	1	N/A	Included
45 ft. Obstacle Course + Toxic Rush with Staffing	1	N/A	Included
Leaps N Bounds with Staffing	1	N/A	Included
Wild One Jr. Obstacle Course with Staffing	1	N/A	Included
20 ft. Dual-Lane Accelerator Slide	1	N/A	Included
Crab Cake (Toddler Unit) with Staffing	1	N/A	Included
Tiger Combo (Bounce House with Slide) with Staffing	1	N/A	Included
3 Play with Staffing	1	N/A	Included
Mini Golf with Staffing	12 Holes	N/A	Included
Delivery, Set-up, and Tear-down	N/A	N/A	Included
<b>Payment Information / Terms and Conditions</b>	<b>Package Price</b>		<b>\$11,250.00</b>
Please make check payable to: Midwest Inflatables, LLC – PO Box 1749	<b>Sales Tax</b>		<b>Tax Exempt</b>
Staffing will be provided for all leased equipment.	<b>Total</b>		<b>\$11,250.00</b>
Electrical Requirements to be determined closer to the event.	<b>Retainer with Contract</b>		<b>N/A</b>
Sandbags / Waterbags to be used, except where permission to stake is granted by Park Service.	<b>Balance Due at Event</b>		<b>\$11,250.00</b>

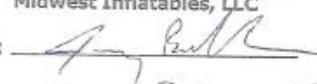
The person signing this entertainment contract on behalf of Lessee must be at least 18 years of age. I have read and understand the Terms and Conditions of this entertainment contract, and verified that all the information is correct. Please return signed copy of both the Contract and Cancellation Policy within 30 days.

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

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

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

Jeremy Boekelman  
 Midwest Inflatables, LLC

Signature: 

Date: 2-20-2018

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**CANCELLATION POLICY**

**Midwest Inflatables, LLC**  
 P.O. Box 1749  
 Ames, IA 50010  
 515.450.6478  
 info@midwestinflatables.com

**Contract Date**  
 February 20<sup>th</sup>, 2018

**Invoice Number**  
 2018031

Lessee Name
City of West Branch – Hoover's Hometown Days
P.O. Box 460
West Branch, IA 52358

Contact Person
Rebecca (Becky) Knoche
319.643.2633 work
bknoche@wbpl.org

Event Location
West Branch, IA 52358
Village Green
(Corner of Parkside Drive and Main Street)

Event / Type of Event	Event Hours	Event Start Date	Event End Date	Set-Up Time	Representative
Hoover's Hometown Days (City Festival)	11:00 AM – 8:00 PM	August 4 <sup>th</sup> , 2018	August 4 <sup>th</sup> , 2018	8:00 AM	Jeremy Boekelman

**CANCELLATION POLICY: Terms and Conditions**

When you return a signed contract to Midwest Inflatables, LLC it becomes a legally binding agreement subject to the terms and conditions contained within the contract. Midwest Inflatables, LLC has the following cancellation policy:

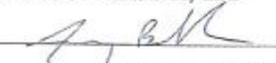
We accept cancellations within 48 hours of the event start time due to weather conditions that would prevent the safe use and operation of our inflatables or attractions. Our inflatables cannot be used and operated outdoors in the following weather conditions: winds more than 20 m.p.h., rain, lightning, drizzle, hail, sleet, snow, or ice. If the cancellation is made after our staff has already left our facilities, usually the day before the event, client is responsible for the costs and expenses incurred. If the cancellation is made after we begin to set up at your event, client is responsible for full payment. PLEASE NOTE: When the weather forecast is uncertain, we try to be flexible and work to accommodate our clients. We are willing to adjust the hours, reschedule, or cancel an event, as necessary.

Cancellations or rescheduling for nonweather-related reasons must be done at least 90 days prior to the event date. Midwest Inflatables, LLC will require full payment for events cancelled or rescheduled for nonweather-related reasons within 90 days of the event date.

**PLEASE CALL 515-450-6478 TO CANCEL**

I hereby certify that I am at least 18 years of age. I have read, understand, and agree to the terms and conditions of this cancellation policy.

**Print Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Jeremy Boekelman  
 Midwest Inflatables, LLC  
**Signature:**   
**Date:** 2-20-2018

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INDEPENDENT ENTERTAINER/CONTRACTOR AGREEMENT

This agreement is hereby entered into between City of West Branch, (Contact) Rebecca Knoche, 319-430-2246, hereinafter referred to as CWB, and ICBalloons, an independent balloon decoration and entertainer, representing Strategic Training Initiatives, LLC dba "ICBalloons", 4171 Ruth St. Iowa City, IA 52245, (512) 350-4242, hereinafter referred to as ICB.

Wherein CWB desires:

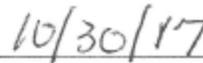
One (1) Balloon Twister from 2:00-5:00 PM, August 4<sup>th</sup>, 2018

Entertainer must be placed in a shaded area and provided a free parking space within 2 blocks of the space they will be performing. In the event of rain, we will require a covered area to perform within. If one can not be provided, then we will wait out the rain until the end of the time purchased. Our agreed upon fee will be earned in full at the end of the contracted time.

The fee agreed upon between CWB and ICB in exchange for said entertainment and/or decorating service is (\$525.00), to be paid to ICBalloons no later than Nov 8<sup>th</sup>, 2017 upon delivery in the form of check. There is a .04% service charge for credit cards. If the payment is not made, in full, by Nov. 8<sup>th</sup>, then we will release the date.



Signed:



Date:

\_\_\_\_\_  
Signed:

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

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# Prosound of Iowa City

**SERVICE AGREEMENT**

This contract was made on 11/14 between PROSOUND OF IOWA CITY and  
NAME City of West Branch (hereinafter "EMPLOYER")  
For services to be rendered by PROSOUND OF IOWA CITY as indicated below:  
DATE OF ENGAGEMENT 8/3, 2018  
LOCATION OF ENGAGEMENT Village Green (address) West Branch, IA  
EQUIPMENT: JBL speaker sound system; mixing board; lighting, Wireless Mic, Music  
HOUR OF ENGAGEMENT From 5 am/pm until 8 am/pm

DEPOSIT \$ NA  
GRATUITY \$ NA  
BALANCE DUE ON FRIDAY of BK ~~BEFORE~~ EVENT \$ 400<sup>00</sup>

Subject to the following terms and conditions:

**FEES**

- 1.1 Deposit is non-refundable.
- 1.2 Total fees are due no later than completion of above engagement.
- 1.3 Fees must be paid cash, check
- 1.4 Returned checks will be assessed fee of \$25.00
- 1.5 The above named employer shall pay all attorney fees and costs incurred in the collection of past due fees.

**LIABILITIES**

- 2.1 In the event of equipment damage during the said engagement not by PROSOUND OF IOWA CITY employee, the above named and undersigned employer assumes all responsibility for repair or replacement of damaged equipment.
- 2.2 PROSOUND OF IOWA CITY, and its employees cannot be held liable for any damages or injuries which may occur at said engagement due to equipment or hardware failure or due to negligent acts of the employer, any of the above named organizations, or their guests.
- 2.3 PROSOUND OF IOWA CITY cannot be held liable for any problem caused by acts of nature or attributed in any way to the facilities in which engagement is held.

**RIGHTS AND RESPONSIBILITIES**

- 3.1 This contact is binding by both of the undersigned parties
- 3.2 The employer at a service charge of \$100.00 may break this contract in writing no less than (30) days before the date of said engagement.
- 3.3 The dates and/or hours of the above-described engagement may be changed by the above named employer within (60) days of the engagement if new date is available.
- 3.4 The above named employer shall upon the request of PROSOUND OF IOWA CITY remove any persons who, in the opinion of PROSOUND OF IOWA CITY, pose a threat, real or implied, to PROSOUND OF IOWA CITY personnel or equipment. If in the opinion of PROSOUND OF IOWA CITY, the threat is not handled expeditiously, PROSOUND OF IOWA CITY may terminate the program at its discretion, without loss of compensation.
- 3.5 By signing below, the above named employer agrees to release their name and/or video shot at the reception dance by PROSOUND OF IOWA CITY to the company for promotional and reference purposes.

I CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND THAT I AM ABLE TO ENTER INTO A BINDING AGREEMENT FOR THE PARTIES AND/OR ORGANIZATION MENTIONED ABOVE. I HAVE READ AND FULLY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE PRECEDING AGREEMENT. IN CONSIDERATION OF THE AGREED UPON FEES DUE TO ANTHONY ENTERTAINMENT UPON THE COMPLETION OF THIS AGREEMENT I DO GUARANTEE THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT AND INCORPORATE THE TERMS HEREIN.

Rebecca Knucle  
EMPLOYER  
Phone 319-643-2633 WK  
319-430-2246 cell

Jason Wells \_\_\_\_\_ Date  
PROSOUND OF IOWA CITY  
282 Hickory Ct  
Tiffin, IA 52340 319.631.5948  
Make checks payable to Jason Wells

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# Hanson Shows

## PERFORMANCE AGREEMENT

(1) This is an Agreement between Hanson Shows ("Service"), and

**Name:** Hoover Home Town Days ("Client")  
**Telephone:** 319-930-0393  
**Email:** melissa@westbranchiowa.org

(2) Service will provide Client with services at the following date, time, and location ("Event"):

**Date:** Saturday, August 4, 2018  
**Time:** 12:30 pm  
**Address:** Downtown West Branch, Iowa 52358

(3) At the above Event, Service will provide the following services:

*One (1) 45 minute program featuring juggling and unicycling.*

(4) Client agrees to pay Service a total of **\$500.00**

Please make check payable to...

### **MACH 3 Enterprises**

(5) This Agreement is subject to the Terms and Conditions as indicated on the next page.

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# HANSON SHOWS TERMS & CONDITIONS

## TERM

The Agreement shall be effective upon receipt by Service of any deposit and/or signed copy of this Agreement. This Agreement shall remain in effect through the completion of the services.

## VENUE CONDITIONS

Client agrees to provide Service a safe and appropriate working environment and adult supervision of minors. Client further agrees that if Client or Client's guests damage, abuse, or remove Service's property during or from Event, Client will repair or replace the property with like or similar items.

## LIMITATION OF LIABILITY

Client acknowledges that there are risks and dangers inherent with the contracted-for entertainment, and with the props and products necessary for that entertainment. Client assumes the liability for all such risks and agrees to indemnify, defend and hold harmless Service and all Service artists from and against any and all accidents, claims, judgments, cost or liability for damage, injury to any person or property during the Event, including time of set up and take down, by guests or staff unless such injuries are caused by the intentional act or gross negligence of the service. Liability of Service shall not exceed the total value of this Agreement.

## FORCE MAJEURE/SUBSTITUTION

Neither Service nor Client will incur liability to each other for failing to perform any obligation under this Agreement if such failure results from a force majeure or any force beyond their reasonable control. In the event of incapacitating illness, injury, or emergency to the agreed upon Service, Service and Client will be discharged of all obligations under this Agreement and all deposits returned.

## GENERAL

This Agreement shall be governed by, venued in, and construed in accordance with the laws of the State of Iowa. This Agreement constitutes the entire agreement between the Service and Client and supersedes any prior written or oral communications. If any portion of this Agreement is deemed invalid, the remainder of the Agreement will remain in full force and effect.

## EMPLOYMENT AND ADDITIONAL SERVICES

Client agrees that Service entertainers/artists are independent contractors and not an employee of Client.

## CANCELLATION POLICY

If Client cancels forty-eight hours or less prior to Event, or if Entertainment Services are rendered impossible by Client or Venue Conditions, Client must pay Service the full amount due.

## As agreed



Jan. 8, 2018

Mark Hanson  
Hanson Shows

Date

Melissa Russell  
Hoover Home Town Days

Date

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From	INVOICE	Bill To																	
<b>Hijinks and Company</b> Mark and Christa Hanson 206 N Locust St Kanawha, IA 50447	<b>Hoover Home Town Days</b> Attn: Melissa Russell Downtown West Branch, IA 52358																		
<b>Date: January 8, 2018</b>																			
<table border="1"> <thead> <tr> <th></th> <th style="text-align: right;">Total</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;"><b>EVENT: Hoover Home Town Days</b></td> </tr> <tr> <td>Hanson Family to Perform One (1) Stage Show</td> <td style="text-align: right;">\$500</td> </tr> <tr> <td>Date/Time: Saturday, August 4, 2018 at 12:30 pm</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td style="text-align: right;"><b>Total:</b></td> <td style="text-align: right;"><b>\$500</b></td> </tr> </tbody> </table>			Total	<b>EVENT: Hoover Home Town Days</b>		Hanson Family to Perform One (1) Stage Show	\$500	Date/Time: Saturday, August 4, 2018 at 12:30 pm										<b>Total:</b>	<b>\$500</b>
	Total																		
<b>EVENT: Hoover Home Town Days</b>																			
Hanson Family to Perform One (1) Stage Show	\$500																		
Date/Time: Saturday, August 4, 2018 at 12:30 pm																			
<b>Total:</b>	<b>\$500</b>																		
Please make the check payable to: <b>MACH 3 ENTERPRISES</b> Payment due day of show.  Thanks, The Hanson Family																			
Phone: 515-851-1614   Email: info@hijinksandcompany.com   Site: www.HijinksAndCompany.com																			

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INVOICE #143

# Torrey Roster-RU Racing

1866 56th Street  
Vinton, IA 52349  
319-631-9194

October 15, 2017

## BILL TO

West Branch  
110 North Poplar Street  
West Branch, IA 52358

## FOR

Late model simulator

## DESCRIPTION

## AMOUNT

set up Saturday morning

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RU Racing will bring the simulator to your Hoover Hometown Day Festival  
August 4th, 2018 . Entertain for 4 hours. Payment due of 400.00 due May 1,  
2018 balance due July 31, 2018.

\$800.00

---

SUBTOTAL \$800.00

---

TAX RATE 0.00%

---

OTHER \$0.00

---

TOTAL \$800.00

---

Make all checks payable to Torrey Roster. If you have any questions concerning this invoice, contact Torrey Roster 319-631-9194. seeare\_99@yahoo.com

**THANK YOU FOR YOUR BUSINESS!**

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# General Agreement

THIS AGREEMENT made this 19<sup>th</sup> day of December, 2017, by and between DAVID and DEBORAH GORMAN D.B.A. PONY GO ROUND PONY RIDES (First Party), and Heever's Home town Days, West Branch, Iowa (Second Party).  
Melissa Russell - 319-436-0349

WITNESSETH: That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the said party of the first part does hereby covenant and agree that it shall:

I. Said party of the first part covenants and agrees that it shall:

- a) Provide a live 6 pony carousel ride for the date of Saturday Aug. 4<sup>th</sup>, 2018.  
Noon - 4pm
- b) Provide free rides to the public for these 4 hours.
- c) Provide certificate of insurance upon arrival at the event.
- d) Reserve the right to refuse rides to riders it deems too large for the ponies.

II. And said party of the second part covenants and agrees that it shall:

- 1) Provide adequate space for the ride. Approx. 30' diameter.
- 2) Pay Pony Go Round a \$200<sup>00</sup> set up fee and \$250<sup>00</sup> per hour for 4 hours of free rides. \$1,200<sup>00</sup> total.

III. Other terms to be observed by and between the parties:

- A) In case of rainout, Party #2 will pay Party #1 only for hours that the ride was running and the set up fee. If we have not left home and the event is cancelled, no money is exchanged.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of IOWA.  
This is the entire agreement.

Signed the day and year first above written.

Signed in the presence of:

Witness: Robert J. L.

Witness: \_\_\_\_\_

319-461-3926  
First Party: David E. Gorman

Second Party: \_\_\_\_\_

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1820 BOYRUM STREET  
 IOWA CITY, IA 52240  
 www.bigtenrentals.com  
 319-337-7368 Phone  
 319-351-1221 Fax

**Status: Reservation**  
 Contract #: 18805

Event Beg: Fri 8/ 3/2018 2:00PM  
 Event End: Sat 8/ 4/2018 5:00PM  
 Operator: Adolfo Encarnacion

City of West Branch  
 Main Street  
 PO Box 218  
 WEST BRANCH, IA 52358

Customer #: 16675  
 319-643-7100 Phone  
 Job Descr: Hoover's Hometown Days

**\*\*DELIVERY/PU DATES ARE NOT CONFIRMED. \*\***

Ordered By: Melissa Russell 319-930-0393  
 Salesman: Adolfo sales2@bigtenrentals.com

**Delivery Fri 8/ 3/2018**

Melissa Russell 319-930-0393  
 Main and Downey  
 103 N. Downey  
 WEST BRANCH, IA 52358

**Pickup Sat 8/ 4/2018**

Melissa Russell 319-930-0393  
 Main and Downey  
 103 N. Downey  
 WEST BRANCH, IA 52358

Up by noon 8/3. Strike after event 8/4.

Qty	Items Rented	Each	Price
1	Frame Top 20x40 Main Street Tent	\$399.00	\$399.00
5	Water Barrel 55 gallon w/ ratchet straps Customer must have a water source NEARBY.	\$10.00	\$50.00
150	Chair - Black Plastic Folding NOTE: Please re-stack chairs as delivered. Rental price does not include set-up or take-down.	\$1.10	\$165.00
10	Umbrella 48" Table Package For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$23.45	\$234.50
1	Setup & Strike - After Hours Charges	\$100.00	\$100.00
1	Labor Set up 20-wide Frame Tents	\$50.00	\$50.00
1	Delivery / Pickup	\$125.00	\$125.00

Rental Retail	Damage Waiver:	Sales Retail:	Delivery Charge:	Total Savings:
\$953.50	\$95.35	\$150.00	\$125.00	\$104.50
<b>Subtotal:</b>			<b>Total:</b>	<b>Paid:</b>
\$1,219.35			\$1,219.35	\$0.00
				<b>Amount Due:</b>
				\$1,219.35

Big Ten requires at minimum 72 hour window for Deliveries and Pickups. The delivery and pickup times on the contract are just a reference and not actual time of services. We will call you to confirm your actual delivery and pickup times. Additional labor fees might be added if we don't have direct access to the delivery and pickup site and/or no one is there when we deliver/pickup the items and need to return to the site at a later time --  
 Customer must call "Iowa One Call" (811) if any items are to be staked into the ground.

A 35% Non-Refundable deposit is due at the time of reservation. Balances must be paid in full 8 days before delivery will be scheduled. A finance charge of 1.5% monthly will be charged on all unpaid balances. An open credit card will be kept on file for any and all additional charges resulting from: damage, items kept longer than the agreed upon rental period, delinquent payments, cleaning fees, other fees and/or for the purchase of nonreturned items.  
 Cancellations can be made anytime 1 week prior to the reservation with only the loss of the 35% deposit. Cancellations made after will be subject to full contract payment.

Prompt return of your rentals saves you money. All time is charged including Saturday, Sunday and holidays.  
 I have read and understand the terms and conditions of both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I also agree to the damage waiver charges. I have received a copy of this agreement.

Signature: \_\_\_\_\_  
 City of West Branch

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Port O Jonny, Inc  
 2740 Stonegate Ct  
 Hiawatha, Ia 52233

## Estimate

Date	Estimate #
3/8/2018	1544

Name / Address
City of West Branch 304 E. Main Street PO Box 218 West Branch, Iowa 52358

Ship To
West Branch, Ia

			Project
			Hoover Home Town ...
Description	Qty	Rate	Total
Hoover Hometown Days 2018 August 3-4, 2018			
Regular Unit No Service Special Event	4	62.00	248.00
Handicap Unit No Service Special Event	4	67.00	268.00
Double Sink No Service Special Event	4	67.00	268.00
		<b>Subtotal</b>	\$784.00
		<b>Sales Tax (7.0%)</b>	\$0.00
		<b>Total</b>	\$784.00

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# YOTTYS GOLF CARS

## SALES, SERVICE & LEASE

501 B AVE. P.O. BOX 1201 KALONA, IOWA 52247 (319)656-2512

FOR ALL YOUR GOLF CAR NEEDS CALL US WE'RE HERE TO SERVE YOU!

### YOTTYS GOLF CARS

#### CONTRACT FOR SPECIAL EVENT RENTALS

This agreement, made and entered into and executed by and between, Yotty Golf Cars, hereinafter called the "Lessor", and City of West Branch hereinafter called the "Lessee".

*Haverfest - contact Melissa Russell  
319-930-0383*

I (Print Name) City of West Branch hereby agree to the terms of this contract with Lessor of Kalona, Iowa.

**RENTALS-** The term of this contract is for the lease of said number of car(s) 10 cars  
For the length of time from pick-up date of Aug 3, 2018 and returned date of Aug 4, 2018  
Total number of days 2.

**PAYMENT-** The Lessee agrees to pay set amount for rental in amount of \$1000<sup>00</sup> upon 100%<sup>00</sup> return of car(s) to the Lessor. A deposit or a credit card authorization is required.

**CONDITIONS-** The Lessee is responsible for all public liability and property damage. Lessee is to return the car in the same condition as which it was picked up. If the car is damaged or stolen and not returned as said above, the Lessee will pay for the car(s) at this set amount \$8000<sup>00</sup> per each car.

The Lessor is not liable or responsible for any actions, accidents or damage done while the car(s) is in the Lessee's possession.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON:

3/8/18

Date

Date

Yotty's Golf Cars Sales & Service

Lessor

Lessee

[Signature]  
Name & Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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**COMMUNITY SHOWCASE RENTAL**  
 Coralville Parks and Recreation Department  
 1506 8<sup>th</sup> Street, Coralville, Iowa 52241  
 Phone (319) 248-1750; Fax (319) 248-1899  
 sprochaska@coralville.org



Date March 7, 2018

Individual or Organization City of West Branch Group Representative Melissa Russell

Address 110 N. Poplar, PO Box 218 West Branch, IA 52358

643-4212 Day / 930-0393 Cell / Saturday, August 4, 2018  
 Day Phone / Evening Phone / Date Requested

For the purpose of Music Concert Event start and end time (# of people performing) Set up by 11:00 a.m. Friday.

Contact person at the site Melissa Russell

**Showcase delivered on Friday August 3 by 11:00am. Showcase removed Sunday, August 5<sup>th</sup> by 11:00 a.m. or before.** Location in the National Park facing the museum. The exact positioning is something the NPS will need to delegate. If the removal is delayed due to a dead battery caused by the lights being left on the stage, additional fees will be charged.

Yes \_\_\_\_\_ Power available (110 volt outlets, distance)

Large \_\_\_\_\_ Staging needed (size and layout)

No \_\_\_\_\_ Public address system (complete with microphone and stands)

Special Needs: Showcase will be set up in the Library parking lot/adjoining property.

*Should the showcase need to be pulled or towed out of an area due to the placement on a non-hard surface and become stuck, the costs will be assessed to the person/s renting the showcase.*

I accept responsibility for care of the showcase and its accessories and agree to pay for any damages or loss. I agree to assume responsibility for the rental organization and performance group's adherence to regulations and policy set forth.

<hr/>		
Signature	Address	Phone
Base Fee <u>\$525 + \$400 Sunday Removal</u>		Deposit Due <u>N/A</u> <i>(1/3 of Base Fee due with contract)</i>
Hourly Fee <u>\$75 (3 hours of set up/tear down included in base fee)</u> Additional hour estimate: _____		
Mileage <u>N/A</u>		<u>Balance Due – will be billed after the event</u>
Total Estimate <u>\$925</u>		Date Paid _____

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**Hoover Hometown Days**

For Parks Department use on delivery.

Delivery Signature: \_\_\_\_\_ Showcase Staff Initials \_\_\_\_\_  
*Group Representative*

*I have approved the location of the Showcase and have received training on opening and closing the stage.*

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	March 19, 2018
<b>AGENDA ITEM:</b>	Resolution 1695 – A Resolution Approving the Subdivider’s Agreement – Part 3B, Meadows Subdivision.
<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>	March 14, 2018

**BACKGROUND:**

The City Attorney has drafted a Subdivider’s Agreement which outlines the responsibilities of KLM with respect to said Meadows Subdivision – Part 3B

<b>STAFF RECOMMENDATION:</b>	Seek Approval of the Resolution
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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RESOLUTION NO. 1695

A RESOLUTION APPROVING A SUBDIVIDER’S AGREEMENT WITH KLM INVESTMENTS, INC., IN CONNECTION WITH THE MEADOWS SUBDIVISION – PART 3B, WEST BRANCH, IOWA.

WHEREAS, KLM Investments, Inc. (“KLM”), is the owner of that certain parcel of real estate generally referred to as the Meadows Subdivision; and

WHEREAS, KLM has submitted a preliminary plat for the Meadows Subdivision – Part 3B, West Branch, Iowa; and

WHEREAS, in accordance with the City’s subdivision regulations, KLM, as part of plat approval, will need to construct certain municipal improvements, namely sanitary sewers, water mains, storm sewers, sump-pump line, and street lighting; and

WHEREAS, the City Attorney has drafted a Subdivider’s Agreement which outlines the responsibilities of KLM with respect to said Meadows Subdivision – Part 3B; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned Subdivider’s Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are authorized to execute said Subdivider’s Agreement on behalf of the City. Further, the City Clerk shall record said Subdivider’s Agreement, along with the required documents outlined in Chapter 354 of the Code of Iowa when the final plat of the Meadows Subdivision – Part 3B has been formally approved.

\* \* \* \* \*

Passed and approved this 19th day of March, 2018.

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

ATTEST:

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

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**CITY OF WEST BRANCH, IOWA/SUBDIVIDER'S AGREEMENT  
THE MEADOWS SUBDIVISION, PART 3B, WEST BRANCH, IOWA**

This Agreement is made by and between MEADOWS DEVELOPMENT INC., an Iowa corporation, hereinafter referred to as the "Subdivider", and the City of West Branch, Iowa, a Municipal corporation, hereinafter referred to as the "City".

**WITNESSETH**

**SECTION 1. MUNICIPAL IMPROVEMENTS CONSTRUCTION AND  
INSTALLATION OF MUNICIPAL INTROVEMENTS.**

In consideration of the city approving the plat and subdivision of real estate known and designated as The Meadows Subdivision, Parts 3A, West Branch, Iowa, prior to Subdivider's installation and construction of the required municipal improvements, Subdivider shall make escrow provisions as provided herein. Municipal improvements shall include a 31-foot PCC street known as Dawson Drive, sanitary sewers, water mains, storm sewers, sump-pump line, and street lighting. Said municipal improvements shall be constructed and installed in accordance with construction plans and specifications approved by the City Engineer of the City who shall have the right to make or authorize occasional inspections of the work in progress. Said inspections shall not relieve or release the Subdivider from the responsibility to construct the municipal improvements in accordance with the approved plans and specifications.

**SECTION 2. SIDEWALKS.**

The Subdivider agrees that no later than three (3) years from the date of the City's Resolution approving the Final Plat of The Meadows Subdivision, Part 3B, West Branch, Iowa, or upon seventy-five percent (75%) of the development of the lots therein, whichever occurs first, to install sidewalks abutting each lot which shall be at least five (5) feet wide and constructed according to the plans and specifications as approved by the City Engineer. In the event that all of the sidewalks are not installed within said three (3) year period, the City may order the construction of sidewalks to be made on one side of each street to ensure pedestrian access for property owners. However, all sidewalks must be constructed within five (5) years of the approval of the Final Plat for this subdivision. The escrow provision need not include the sidewalk installation, however, the same shall remain a lien against each lot until accepted and released by the City.

**SECTION 3. ESCROW MONIES**

The Subdivider shall deposit with the City Clerk in escrow an amount equal to the estimated cost of constructing the municipal improvements plus 10% thereof as determined by the City Engineer and said deposit shall be referred to as "Municipal Improvements Escrow". The escrow deposit shall be in the form of cash, bank check that will be cashed, bond or irrevocable letter of credit, all as approved by the City Attorney.

**SECTION 4. USE OF ESCROW MONIES**

If, after one year from the date of the City's resolution approving the preliminary plat of the subdivision, the municipal improvements have not been constructed and installed for the subdivision, then City may use and/or make demand upon the municipal improvements escrow to construct and install said municipal improvements. The City shall release any bond or letter of credit or refund to the Subdivider any portions of or



SECTION 12. MAIN STREET ACCESS PROHIBITED.

None of the lots shown on the plat shall have any access directly onto Main Street.

SECTION 13. ASSIGNS AND SUCCESSORS

This agreement, including specifically the requirement referred to in Section 13, shall be binding upon the parties, their assigns or successors in interest and it is understood that the City, at its option, may contract for the construction and installation of the municipal improvements as provided above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY: \_\_\_\_\_  
Roger Laughlin, Mayor

DEVELOPER: \_\_\_\_\_  
Brad Larson, President

ATTEST:

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

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by Roger Laughlin and Redmond Jones II, as Mayor and City Clerk respectively of the City of West Branch, Iowa.

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

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by Brad Larson, as President of Meadows Development, Inc.

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

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	March 19, 2018
<b>AGENDA ITEM:</b>	Discussion – Regarding the Proposed Amendment to Ordinance 41.11 entitled Fireworks.
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Police Chief Mike Horihan
<b>DATE:</b>	March 14, 2018

**BACKGROUND:** A brief staff presentation is anticipated to be delivered. The topic of fines and penalties is expected to be presented for City Council feedback.

Attached to this item is a draft which bans use of Fireworks, except for groups with permits from the City.

<b>STAFF RECOMMENDATION:</b>	Discussion Look for Direction Regarding Next Steps
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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Like to change To:

**DRAFT**

ORDINANCE XXXX

**ORDINANCE REGULATING THE USE OF FIREWORKS WITHIN THE CORPORATE LIMITS OF THE CITY.**

**WHEREAS**, the Iowa General Assembly recently passed legislation to allow for the sale of fireworks in the State of Iowa; and

**WHEREAS**, said state law allows cities to regulate the use or explosion of fireworks within its corporate limits; and

**WHEREAS**, the City Council has heretofore deemed it necessary and desirable to pass legislation regulating the use or explosion of fireworks within the City.

**NOW, THEREFORE, BE IT ORDAINED**, that:

1. Amendment. Section 41.11 of the Code of Ordinances is hereby deleted in its entirety and replaced with the following:

**“SECTION 41.11. FIREWORKS REGULATION.**

The sale, use or exploding of fireworks within the City are subject to the following:

1. Definition. The term “fireworks” includes any explosive composition, or combination of explosive substances, or articles prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, and specifically includes blank cartridges, firecrackers, torpedoes, skyrockets, roman candles, or other fireworks of like construction and any fireworks containing any explosive or flammable compound, or other device containing any explosive substance.

*(Code of Iowa, Sec. 727.2)*

2. Regulations. It is unlawful to use or explode any fireworks; provided the City may, upon application in writing, grant a permit for the display of fireworks by a City agency, fair associations, amusement parks and other organizations or groups of individuals approved by City authorities when such fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:

- A. Personal Injury: \$ 250,000.00 per person.
- B. Property Damage: \$ 50,000.00.
- C. Total Exposure: \$1,000,000.00.

*(Code of Iowa, Sec. 727.2)*

3. Exceptions. This section does not prohibit the sale by a resident, dealer, manufacturer or jobber of such fireworks as are not prohibited; or the sale of any kind of fireworks if

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they are to be shipped out of State; or the sale or use of blank cartridges for a show or theatre, or for signal purposes in athletic sports or by railroads or trucks for signal purposes, or by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

*(Code of Iowa, Sec. 727.2)*”

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

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

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

\* \* \* \* \*

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

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

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### REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	March 19, 2018
<b>AGENDA ITEM:</b>	Motion Granting the City Administrator Authority to use an amount not to exceed \$2400.00 from budget line “consultant and professional services” for the purposes of Grant Writing.
<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, City Administrator / Roger Laughlin, Mayor
<b>DATE:</b>	December 22, 2017

**BACKGROUND:** East Central Intergovernmental Association (ECIA) serves municipalities, community organizations and other non-profit groups in the five-county region of Cedar, Clinton, Delaware, Dubuque, and Jackson Counties. ECIA provides technical assistance and special project support in areas such as Community Development, Economic Development, Housing Assistance, Employment and Training, Transit, Transportation and Planning, and **Grant Writing**. This item proposes to aggressively seek grants that may enhance our current Cubby Park and other projects related to the Council’s List of Goals. The following list are a few of the grants that could be considered:

- Minnesota Twins Community Fund – Fields for Kids
- McDonough Foundation
- Union Pacific – Community Based Grant Program
- Baseball Tomorrow Fund
- US Bank – Charitable Giving
- State Historical Society of Iowa – Country School Grant Program
- State Historical Society of Iowa – Historical Resource Development Program
- Arts Grants

And others...

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

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Grant/Loan Program	Program Purpose	Due Date
<a href="#">Minnesota Twins Community Fund - Fields for Kids</a>	The purpose of this program is to improve baseball and/or softball facilities for youth in the Upper Midwest and southwest Florida by supporting the renovation or construction of fields primarily used by youth.	9-Mar-18
<a href="#">McDonoughFoundation</a>	Mission: To promote charitable, educational and health related activities and to especially provide such opportunities for children and families in the Eastern Iowa area. The Foundation offers support to local non-profit organizations that provide educational opportunities, human and social services, and health care for children and their families. Must be 501c3 to apply	Applications must be received between April 1 and May 31 to be considered.
<a href="#">Union Pacific - Community Based Grant Program</a>	Community and Civic: To assist community-based organizations and related activities that improve and enrich the general quality of life in the community. This category includes organizations such as aquariums, botanical gardens, children's museums, history/science museums, public libraries, public television and radio, zoos, etc.; Health and Human Services: To assist	Application process begins April 2018.
<a href="#">Baseball Tomorrow Fund</a>	The Baseball Tomorrow Fund (BTF) awards grants to non-profit and tax-exempt organizations involved in the operation of youth baseball and/or softball programs and facilities. Organizations operating in the U.S. and international locations are eligible to apply. Average grant size is \$40,000.	1-Apr-18
<a href="#">US Bank - Charitable Giving</a>	Strong communities are built upon strong foundations. To build those strong foundations, U.S. Bank invests in innovative programs designed to serve local community needs. We add strength and vitality to our communities through the U.S. Bank Foundation, Employee Matching Gift Program, Dollars for Doing and Corporate Contributions. Foundation program areas include: Work - Workforce Education & Economic Prosperity; Home - Neighborhood Stability & Revitalization; Play - Arts & Culture Places to Play	1-Apr-18
<a href="#">State Historical Society of Iowa - Country School Grant Program</a>	Provides up to \$5,000 per applicant for the preservation and maintenance of Iowa's one and two-room country schools. The funds may also be used for interpreting the history of country schools or for educational activities taking place in a country school.	25-Apr-18
<a href="#">State Historical Society of Iowa - HISTORICAL RESOURCE DEVELOPMENT PROGRAM</a>	Examples of projects in the Historic Preservation category are: Acquire, develop or preserve real property listed on the National Register of Historic Places; Purchase equipment to rehabilitate a property listed on the National Register of Historic Places; Survey historic and prehistoric sites; Nominate properties to the National Register of Historic Places; Interpret historic properties and sites; Educate the public; train staff; or hire consultants who are experts on historic preservation	25-Apr-18
<a href="#">Arts Grants</a>	Art Project Grants create opportunities for the arts to flourish in Iowa by investing in projects that positively impact the vitality of the arts in the state, demonstrate public value and support Iowa Arts Council funding priorities. Eligible art projects must include excellent and innovative arts activities, involve collaboration and provide access to Iowans.	1-May-18