



**PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL
MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY, APRIL 2, 2018 IN
THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH,
IOWA**

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

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

1. Motion to approve minutes for City Council Meeting March 19th 2018.
2. Approve Claims Report.

G. Public Hearing / Non-Consent Agenda

1. Motion to approve hiring temporary Part-time Park & Recreation interns for 2018./Move to action.
2. Resolution 1700, approving 28E agreements between the City of West Branch, Iowa and the boards of trustees of Cass, Gower, Graham, Iowa, Scott, and Springdale townships for the purposes of fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials. /Move to action.
3. Resolution 1701, approving a fire truck and equipment purchase agreement with the City of Lisbon./Move to action.
4. First Reading Ordinance 750, amending Chapter 41 - Fireworks./Move to action.
5. Discussion – Review updates to the West Branch Schedule of Fees
6. Discussion – GIS Capabilities for Public Works

H. Reports

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

I. Comments from Mayor and Council Members

J. Adjournment

(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. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

City Council Meeting

**March 19, 2018
7:00 p.m.**

Mayor 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: Council members: Colton Miller, Nick Goodweiler, Jodee Stoolman and Brian Pierce were present. Jordan Ellyson arrived at 7:22 p.m. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy City Clerk Leslie Brick, Finance Officer Gordon Edgar, Park & Recreation Director Melissa Russell, Public Works Director Matt Goodale, Fire Chief Kevin Stoolman and Police Chief Mike Horihan.

GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS

None.

PUBLIC COMMENT

None.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION

Motion to approve minutes for City Council meeting March 5, 2018.

Resolution 1697 – A Resolution calling a Special Election for the Proposal to Impose a Hotel and Motel Tax within the City.

Motion to appoint Tom Dean as a New EMS / First Responder with the West Branch Fire Department.

Motion to approve the hiring of Jamie Tucker as temporary Parks and Recreation Program Assistant.

Resolution 1699 – Authorizing the transfer of funds.

Approve Claims Report.

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
SANDY HEICK	INSTRUCTOR SERVICE	150.00
JODEE STOOLMAN	MILEAGE	130.54
TOTAL		44,919.24
PAID BETWEEN MEETINGS		
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
TOTAL		1,472.97
PAYROLL 3-09-18		39,325.49
TOTAL EXPENDITURES		85,717.70
FUND TOTALS		
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	
GRAND TOTAL	85,717.70	

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

PUBLIC HEARING/NON-CONSENT AGENDA

Motion approving the parking lot expansion proposal – Proctor and Gamble, Lot 2, Proctor & Gamble Second Addition (US Venture / US Autoforce Site)./Move to action.

Doug Brain of Brain Engineering presented plans for expanding employee parking at 101 Council Street. Brain said the expansion would include approximately fifty parking spaces including two disability parking spaces. Brain said he requested an exception for four inch asphalt instead of the six inch requirement since this area is for parking only and not deliveries. City Engineer Schechinger said he had reviewed the plans and had no issue with allowing the four inch asphalt request. Schechinger also mentioned that no additional lighting was requested and was satisfied with the plan as long as erosion control was maintained during construction.

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

Public Hearing: To Dispose of an Interest in Real Property to Croell Inc. (Croell Land Swap).

Laughlin opened the public hearing at 7:12 p.m. There was no public comment. Laughlin closed the public hearing at 7:13 p.m.

Resolution 1696 – Resolution approving the Disposal of Certain Real Property to Croell Inc./Move to action.

Motion by Miller, second by Pierce to approve Resolution 1696. AYES: Miller, Pierce, Goodweiler, Stoolman. Absent: Ellyson. NAYS: None. Motion carried.

Resolution 1698 – A Resolution approving Ten Contracts for the 2018 Hoover’s Hometown Days Celebration in the Amount of \$18,603.35./Move to action.

Stoolman questioned why the City was paying for the stage that is located in the Herbert Hoover National Park and the need for golf carts for the event. Stoolman wondered if golf carts could be borrowed from residents. Park & Recreation Director Russell responded to Stoolman’s inquiry and stated that historically the City paid for the stage since it was primarily used for the musicians who played for the fireworks. Russell also said the golf carts rented are multi-passenger carts to give rides to visitors who need assistance. Pierce said that he had received many compliments in the past for the service and felt it was important to continue. Motion by Goodweiler, second by Pierce to approve Resolution 1698. AYES: Goodweiler, Pierce, Miller. Absent: Ellyson. NAYS: Stoolman. Motion carried.

Resolution 1695 – A Resolution approving the Subdivider’s Agreement – Part 3B, Meadows Subdivision./Move to action.

Motion by Pierce, second by Goodweiler to approve Resolution 1695. AYES: Pierce, Goodweiler, Stoolman, Miller. Absent: Ellyson. NAYS: None. Motion carried.

Discussion – Regarding the Proposed Amendment to Ordinance 41.11 entitled Fireworks.

Chief Horihan suggested that the City amend its Code of Ordinances to address last year’s state code change on the legalization of fireworks in Iowa. Currently, the West Branch Code of Ordinance prohibits shooting fireworks within the city limits. Horihan said last year his department responded to numerous citizen complaints of fireworks. Horihan suggested the City should continue prohibiting them and include penalties for violations of the ordinance. Fire Chief Stoolman said he agreed with Horihan’s suggestions. City Attorney Olson said he would draft an ordinance change and bring back for Council consideration.

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./Move to action.

Laughlin said he requested this agenda item and stated that East Central Intergovernmental Association (ECIA) provides grant writing services for cities. Laughlin said ECIA could possibly help the city obtain grants for Cubby Park to help offset costs.

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

CITY ADMINISTRATOR REPORT

Jones reported that a joint school board meeting would be scheduled in April to address a few issues raised by Superintendent Hatfield. He also provided information on upcoming events in Park & Recreation and Public Works.

CITY ATTORNEY REPORT

Olson said he’s drafted an ordinance change for Planning & Zoning’s review on street widths and definitions along with other routine city business.

COMMENTS FROM MAYOR AND COUNCIL MEMBER

Laughlin reported that Superintendent Pete Swisher had received final approval to move forward with the construction of the retention basin which will reduce park flooding. Laughlin said the city needs to keep focusing on downstream flooding issues in the Beranek Park area. Laughlin also mentioned that he had received questions on golf carts on city streets and asked for clarification. Chief Horihan said that his department follows the state

code and stated the following: drivers must be a licensed driver, must stay off major thoroughfares (Main Street), cart must have a red flag and a slow moving vehicle sign attached, and no night driving (dusk to dawn only). Laughlin also said that he had met with Councilpersons Pierce and Miller along with Jerry Sexton on brainstorming ways to grow West Branch. The group felt the building incentive program was helping and should remain in place but maybe to include multi-family units. He also felt that council and staff should better understand TIF and how the city might be able to use it more effectively.

Ellyson reported that she had attended the West Branch School Advisory meeting that covered topics such as the facility improvements and school safety. Ellyson encouraged all residents to attend these meetings and get informed on the school needs.

ADJOURNMENT

Motion to adjourn by Pierce, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 7:55 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk

EXPENDITURES

4/2/2018

AERO RENTAL INC	TREE SPADE RENTAL	234.00
BAKER & TAYLOR INC.	BOOKS	1,194.28
CATHERINE STEEN	CATHERINE STEEN	88.48
D&R PEST CONTROL	D&R PEST CONTROL	70.00
DAN'S OVERHEAD DOORS & MORE	DOOR REPAIR	313.00
IOWA RURAL WATER ASSOC.	MEMBERSHIP DUES	275.00
JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	248.85
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,332.61
MECHANICSVILLE PUBLIC LIBR	CLIPART SUBSCRIPTION	10.00
OASIS ELECTRIC LLC	SERVICE CALLS	280.51
OLSON, KEVIN D	LEGAL SERVICES APRIL 2018	1,500.00
OVERDRIVE INC	AUDIO BOOK	222.96
PELLA PUBLIC LIBRARY	BOOK	16.99
PITNEY BOWES INC	POSTAGE METER RENTAL	180.00
QUILL CORP	OFFICE SUPPLIES	56.99
SHRED-IT USA	DOCUMENT DESTRUCTION	45.00
THE LIBRARY STORE INC	OFFICE SUPPLIES	224.62
UNITED STATES GEOLOGICAL S	WAPSIPINOC CREEK STUDY	8,640.00
UPS	SEWER-SHIPPING	22.00
USA BLUE BOOK	SAFETY EQUIPMENT	2,403.17
VERIZON WIRELESS	VERIZON WIRELESS	1,983.39
WEST BRANCH FORD	VEHICLE REPAIR	18.93

TOTAL 19,360.78

PAID BETWEEN MEETINGS

FEHR-GRAHAM	308-PV PARK IMPROVEMENTS-CONSTRUCTION	1,895.00
MEDIACOM	CABLE SERVICE	40.90
UPS	SEWER-SHIPPING	21.82
REDMOND JONES II	RELOCATION ADVANCE	7,000.00

TOTAL 8,957.72

PAYROLL 3-23-18 53,147.61

TOTAL EXPENDITURES 81,466.11

FUND TOTALS

001 GENERAL FUND	31,085.47
022 CIVIC CENTER	43.24
031 LIBRARY	19,943.24
110 ROAD USE TAX	3,742.20
308 PARK IMPROV - PEDERSEN VALLEY	1,895.00
600 WATER FUND	7,327.68
610 SEWER FUND	8,789.28
740 STORM WATER UTILITY	8,640.00

GRAND TOTAL 81,466.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	VERIZON WIRELESS	WIRELESS 11-14 TO 12-13	314.25
		CATHERINE STEEN	CATHERINE STEEN	88.48
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	258.80
			TOTAL:	661.53
FIRE OPERATION	GENERAL FUND	VERIZON WIRELESS	WIRELESS 11-14 TO 12-13	71.41
			WIRELESS 11-14 TO 12-13	1,077.47
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	99.86
			TELEPHONE SERVICE	44.34
		TOTAL:	1,293.08	
PARK & RECREATION	GENERAL FUND	VERIZON WIRELESS	WIRELESS 11-14 TO 12-13	36.84
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	155.03
			TOTAL:	191.87
CEMETERY	GENERAL FUND	AERO RENTAL INC	TREE SPADE RENTAL	234.00
			TOTAL:	234.00
CLERK & TREASURER	GENERAL FUND	QUILL CORP	OFFICE SUPPLIES	56.99
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	320.33
		SHRED-IT USA	DOCUMENT DESTRUCTION	45.00
		PITNEY BOWES INC	POSTAGE METER RENTAL	180.00
			TOTAL:	602.32
LEGAL SERVICES	GENERAL FUND	OLSON, KEVIN D	LEGAL SERVICES APRIL 2018	1,500.00
			TOTAL:	1,500.00
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	67.00
			TOTAL:	67.00
TOWN HALL	CIVIC CENTER	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.24
			TOTAL:	43.24
LIBRARY	LIBRARY	OVERDRIVE INC	AUDIO BOOK	95.00
			BOOKS	26.98
			BOOKS	100.98
		MECHANICSVILLE PUBLIC LIBRARY	CLIPART SUBSCRIPTION	10.00
		BAKER & TAYLOR INC.	BOOKS	16.21-
			BOOKS	152.36
			BOOKS	191.84
			BOOKS	219.73
			BOOKS	222.82
			BOOKS	284.25
			BOOKS	139.49
		THE LIBRARY STORE INC	OFFICE SUPPLIES	224.62
		D&R PEST CONTROL	D&R PEST CONTROL	70.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	188.34
		PELLA PUBLIC LIBRARY	BOOK	16.99
			TOTAL:	1,927.19
		ROADS & STREETS	ROAD USE TAX	OASIS ELECTRIC LLC
VERIZON WIRELESS	WIRELESS 11-14 TO 12-13			161.14
JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL			216.35
LIBERTY COMMUNICATIONS	TELEPHONE SERVICE			51.89
DAN'S OVERHEAD DOORS & MORE INC	DOOR REPAIR			313.00
WEST BRANCH FORD	VEHICLE REPAIR			18.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,041.82
WATER OPERATING	WATER FUND	IOWA RURAL WATER ASSOC.	MEMBERSHIP DUES	275.00
		VERIZON WIRELESS	WIRELESS 11-14 TO 12-13	161.14
		JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	32.50
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.89
			TOTAL:	520.53
SEWER OPERATING	SEWER FUND	UPS	SEWER-SHIPPING	22.00
		VERIZON WIRELESS	WIRELESS 11-14 TO 12-13	161.14
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.89
		USA BLUE BOOK	SAFETY EQUIPMENT	2,290.22
			SAFETY EQUIPMENT	112.95
			TOTAL:	2,638.20
STORM WATER UTILITY	STORM WATER UTILIT	UNITED STATES GEOLOGICAL SURVEY	WAPSIPINOC CREEK STUDY	6,480.00
			WAPSIPINOC CREEK STUDY	2,160.00
			TOTAL:	8,640.00

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

001	GENERAL FUND	4,549.80
022	CIVIC CENTER	43.24
031	LIBRARY	1,927.19
110	ROAD USE TAX	1,041.82
600	WATER FUND	520.53
610	SEWER FUND	2,638.20
740	STORM WATER UTILITY	8,640.00

	GRAND TOTAL:	19,360.78



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 2, 2018
AGENDA ITEM:	Approval of hiring Nicole Mulford, Kaylee Montgomery, Kathleen Brown, and Allie Waterman as Temporary Park and Recreation Interns for \$11 an hour.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Melissa Russell, Parks and Recreation Director
DATE:	March 28, 2018

BACKGROUND:

Interns will work during programs such as swimming lessons, camps, sports programs and other Park and Recreation programs.

STAFF RECOMMENDATION:	Approve hiring Nicole Mulford, Kaylee Montgomery, Kathleen Brown, and Allie Waterman as Temporary Park and Recreation Interns.
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REVIEWED BY CITY ADMINISTRATOR:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

RESOLUTION NO. 1700

RESOLUTION APPROVING 28E AGREEMENTS BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE BOARDS OF TRUSTEES OF CASS, GOWER, GRAHAM, IOWA, SCOTT AND SPRINGDALE TOWNSHIPS FOR THE PURPOSES OF FIRE PROTECTION AND AID AND ASSISTANCE FOR OTHER EMERGENCIES OR DISASTERS RELATING TO LIFE AND PROPERTY, OR HAZARDOUS MATERIALS.

WHEREAS, it is in the best interest of the City of West Branch and Cass, Gower, Graham, Iowa, Scott and Springdale Townships to have a joint agreement for the purpose of providing fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have updated agreements in place to provide these services to the various townships; 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 28E Agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

Passed and approved this 2nd day of April, 2018.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk

RESOLUTION NO. 1701

RESOLUTION APPROVING A FIRE TRUCK AND EQUIPMENT PURCHASE AGREEMENT WITH THE CITY OF LISBON, IOWA.

WHEREAS, the West Branch Fire Department solicited proposals to sell a surplus fire truck; and

WHEREAS, the City of Lisbon, Iowa, has submitted a proposal and agreement to purchase said fire truck for the sum of \$165,000; and

WHEREAS, the Fire Chief has recommended approval of the same.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned Fire Truck and Equipment Purchase Agreement is hereby approved. Further, the Mayor and City Administrator are directed to execute said agreement on behalf of the City.

Passed and approved this 2nd day of April, 2018.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk

FIRE TRUCK AND EQUIPMENT PURCHASE AGREEMENT

This FIRE TRUCK AND EQUIPMENT PURCHASE AGREEMENT (“Agreement”) is made and entered into as of December _____, 2017, by and among the City of Lisbon, Iowa, an Iowa Municipal Corporation (“Purchaser”), and the City of West Branch, Iowa, an Iowa Municipal Corporation (“Seller”). Purchaser and Seller may hereinafter be referred to collectively as the “Parties”.

WITNESSETH

WHEREAS, the City of West Branch operates its own fire department. The City of West Branch’s Fire Department owns and utilizes various pieces of firefighting equipment including fire trucks;

WHEREAS, the City of Lisbon operates its own fire department. The City of Lisbon’s Fire Department owns and utilizes various pieces of firefighting equipment;

WHEREAS, the City of West Branch is looking to sell and replace its 2005 Spartan Cabover fire truck and included accessories (collectively hereinafter referred to as the “Equipment”); and

WHEREAS, the City of Lisbon desires to purchase the Equipment from the City of West Branch and the City of West Branch desires to sell the Equipment on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual representations, covenants and agreements set forth in this Agreement, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PURCHASE OF EQUIPMENT.

1.1 Purchase and Sale. The Closing shall occur on or before December 1, 2018 (the “Closing”). On the Closing Date, subject to the terms and conditions hereof, Seller shall sell, assign and transfer to Purchaser and Purchaser shall purchase from Seller, the Equipment as described in Exhibit “A” attached to this Agreement.

1.2 Equipment Lease. Seller covenants that the Equipment described in Exhibit “A” are not subject to any finance leases. If there are any leases remaining on any of the Equipment, all leases shall be paid in full by Seller before Closing.

1.3 Liens. Purchaser shall not assume any liabilities or obligations of Seller whatsoever (whether express or implied, fixed or contingent, liquidated or unliquidated, known or unknown, accrued, due or to become due) related to any Liens against any of the Equipment described in Exhibit “A”. Purchaser covenants that any and

all liens against any of the Equipment have been made known to Purchaser. Seller further covenants that any and all liens against any of the Equipment of any kind due and owing shall be paid in full prior to Closing or from the proceeds of the Purchase Price at Closing.

1.4 Purchase Price. In consideration of and in exchange for transfer of the Equipment, Purchaser shall pay to Seller, consideration of \$165,000.00 (the "Purchase Price") as follows:

(a) Purchaser agrees to pay Seller the sum of \$165,000.00 at the Closing, less any deductions as outlined in this Agreement.

2. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser on the date hereof and on the Closing Date as follows:

2.1 Power, Ownership, Authorization and Validity. Seller has the right, power, legal capacity and authority to enter into this Agreement and perform all its obligations under this Agreement. This Agreement is the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar law which affects the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated, hereby will not conflict with, or result in a breach or violation of, any provision of West Branch's Code of Ordinances or Iowa law.

2.2 Equipment. Exhibit "A" is a true and complete list of the Fire Truck and included accessories of Seller. All items of Equipment have been maintained in good working order by Seller and are, to the best knowledge of Seller, in good condition for the purpose for which they have been and are being used and to the best knowledge of Seller, have no material defects and require no material repairs.

2.3 Title to Equipment. Seller has good and marketable title to, and is the lawful owner of, the Equipment and other than Liens that shall be removed on or prior to the Closing Date.

2.4 Compliance with Laws. To the best knowledge of Seller, Seller is not in violation of any federal, state and local law, statute, regulation, administrative ruling or ordinance, applicable to Seller, which violation would have a material adverse effect upon Seller.

2.5 Insurance. Seller agrees that it has insurance for the Purchased Equipment's fair market value of the Equipment, and such insurance shall remain, in full force and effect through Closing.

3. PURCHASER'S REPRESENTATIONS AND WARRANTIES.

3.1 Execution and Delivery. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as its enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

3.2 Authorization. Purchaser has the right, power, legal capacity and authority to enter into this Agreement and perform all of its obligations under this Agreement.

4. CLOSING.

The closing (the "Closing Date") shall be on or before December 1, 2018, (or at such time, date or place as may be mutually agreed upon by the Parties).

5. COVENANTS.

5.1 Implementing Agreement. Subject to the terms and conditions hereof, each party hereto shall use its best efforts to take all action required of it to fulfill its obligations under the terms of this Agreement and to facilitate the consummation of the transactions contemplated hereby. Seller agrees that unless this Agreement is terminated in accordance with the provisions of Section 9, Seller will not dispose of any of the Purchased Equipment, nor will Seller take any other action which would have the effect of preventing Seller's performance of its obligations under this Agreement.

5.2 Access to Information and Equipment.

(a) Prior to the Closing Date, Seller agrees to allow Purchaser to inspect and examine all of the Equipment prior to Closing. Purchaser and Purchaser's representatives shall have access during normal business hours to the Equipment from time to time as may be reasonably requested.

(b) Further Assurances. Seller shall, from time to time after the Closing, at the request of Purchaser and without further consideration, execute and deliver such other instruments of conveyance, assignment and transfer, and take such other action as Purchaser may reasonably request to more effectively convey, assign, transfer to and vest in Purchaser good and marketable title to and possession of the Equipment.

5.3 Preservation of Equipment. From the date of this Agreement until the Closing Date, Seller shall, with respect to the Equipment, keep and maintain the Equipment in good working order. Seller covenants that it will not sell, transfer, convey, assign, mortgage, use as collateral, allow any liens or otherwise dispose of Equipment as

described in Exhibit "A". If any of the Equipment is damaged or shows above normal wear and tear, Seller agrees that the purchase price of \$165,000.00 shall be amended to reflect the loss in value of the Equipment.

6. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.

The obligations of Purchaser under this Agreement are subject to the satisfaction or waiver by Purchaser of the following conditions precedent on or before the Closing Date: (a) the representations and warranties of Seller contained herein and in the Schedules attached hereto, shall have been accurate, true and correct on and as of the Closing Date; (b) Seller shall have performed and complied with all of its covenants, obligations and agreements contained in this Agreement to be performed and complied with by it on or prior to the Closing Date, including the closing deliveries set forth in Section 8; (c) no action or proceeding by any Governmental Authority or other Person shall have been instituted, or action threatened, which might have a material adverse effect on the Equipment; (d) between the date hereof and the Closing Date, there shall not have been any material adverse change in the Equipment; (e) Purchaser shall not have discovered any material error, misstatement or omission in the representations and warranties made by Seller, and Seller shall have cured any such error, misstatement or omission on or before Closing.

7. CONDITIONS PRECEDENT TO OBLIGATION OF SELLER.

The obligations of Seller under this Agreement are subject to the satisfaction or waiver by Seller of the following conditions precedent on or before the Closing Date: (a) the representations and warranties of Purchaser contained herein shall have been accurate, true and correct on and as of the Closing Date; (b) Purchaser shall have performed and complied with all of its covenants, obligations and agreements contained in this Agreement, to be performed and complied with by it on or prior to the Closing Date, and (c) no action or proceeding by any Governmental Authority or other Person shall have been instituted or threatened which could enjoin, restrain or prohibit, or could result in substantial damages in respect of any provision of this Agreement or the consummation of the transactions contemplated hereby.

8. CLOSING DELIVERIES.

8.1 Deliveries by Seller. At the Closing, in addition to any other documents or agreements required under this Agreement, Seller shall deliver to Purchaser the Equipment described in Exhibit "A".

8.2 Deliveries by Purchaser. At the Closing, in addition to any other documents or agreements required under this Agreement, Purchaser shall deliver to Seller the following:

- (a) Cash Payment of \$165,000.00, less any applicable deductions.

9. TERMINATION.

9.1 Termination. This Agreement may be terminated at any time on or prior to the Closing Date:

(a) With the mutual consent of Seller and Purchaser;

(b) By Seller or Purchaser, if the Closing shall not have taken place on or before December 1, 2018; provided, however, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or before December 1, 2018;

(c) By Purchaser, if there shall have been a material breach of any covenant, representation or warranty of Seller hereunder, or if any condition precedent to Purchaser's obligations hereunder has not been satisfied; or

(d) By Seller, if there shall have been a material breach of any covenant, representation or warranty of Purchaser hereunder, or if any condition precedent to Seller's obligation hereunder has not been satisfied.

9.2 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, all obligations of the Parties hereunder shall terminate, except for the obligations set forth in Sections 10.2, 10.3, 10.4, 11.1, 11.6, 11.9, and 11.13, which shall survive the termination of this Agreement, and except that no such termination shall relieve any party from liability for any breach of this Agreement.

10. SURVIVAL OR REPRESENTATIONS AND WARRANTIES.

10.1 Survival of Representations and Warranties. The respective representations, warranties and indemnification obligations given in this Agreement shall survive the Closing Date.

10.2 Indemnity of Purchaser. Seller agrees to indemnify and hold Purchaser and its agents, affiliates, successors and assigns (the "Indemnified Parties") harmless, and will reimburse Indemnified Parties on demand for any payment, liability, loss, cost or expense made or incurred by or asserted against Indemnified Parties at any time after the Closing Date in respect of any and all damage, liability or deficiency resulting from any (i) omission, misrepresentation, breach of warranty, or nonfulfillment of any term, provision, covenant or agreement on the part of Seller contained in this Agreement, (ii) from any misrepresentation in, or omission from, any certificate or other instrument furnished or to be furnished to Purchaser Indemnified Parties pursuant to this Agreement; or (iii) from any event or liability that occurred in the operation of the Equipment prior to the Closing Date. With respect to any such loss, cost, expense or claim that results from a claim made by a third party against Indemnified Parties based on an event that occurred prior to Closing.

10.3 Demand for Indemnification. If any claim ("Claim") is hereafter made by a third party which might result in a right to indemnification hereunder, the Purchaser may make demand for indemnification hereunder by giving written notice to the Seller to provide such indemnification stating in reasonable detail the nature of the Claim so far as known to the Purchaser. Such notice shall be given within a reasonable time after the Purchaser shall become aware of the Claim, adequate to permit timely defensive action if such time is available. Failure to give timely notice will not affect the obligations of the Seller to indemnify the Purchaser except to the extent that such failure causes material prejudice to the Seller. The Purchaser shall permit the Seller to participate in the defense of such Claim or any litigation resulting therefrom, but such participation shall be at the expense of the Seller. The Purchaser shall also permit the Seller to assume the defense of such Claim or litigation resulting therefrom, provided that counsel selected to conduct the defense of such Claim or litigation shall be satisfactory to the Purchaser. The Purchaser and Seller shall cooperate with each other in connection with any such defense and shall consult each other prior to the taking of any action in connection therewith. The Seller shall not, except with the written consent of the Purchaser, consent to the entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Purchaser of an unconditional release from all liability in respect of such Claim or litigation. The Purchaser agrees to use reasonable efforts to notify the Seller of its intention to make a claim for indemnification pursuant to this Section 10 prior to making any such claim, provided that the failure to give any such notice will not affect the obligations of the Seller to indemnify the Purchaser.

10.4 Remedies Cumulative. The rights and remedies provided to the Purchaser under this Section 10, or to Purchaser or Seller in any other provision of this Agreement, shall be in addition to and not in substitution for any other rights and remedies to which such person may be entitled under this Agreement or otherwise at law or in equity.

11. MISCELLANEOUS.

11.1 Governing Law. Any claim related to this Agreement shall be governed by Iowa procedural and substantive law.

11.2 Assignment, Successors and Assigns. Neither this Agreement nor any rights, benefits or obligations set forth herein may be assigned by any of the Parties hereto, without written agreement by the Parties, except that Seller may, without consent of the Seller, assign this Agreement and any of the provisions hereof (a) to any affiliate of Seller or (b) to any of its financing sources as collateral security. Except as otherwise provided herein, each and all of the covenants, terms, provisions and agreements contained herein shall be binding upon, and shall inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of each of the respective parties.

11.3 Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be held invalid or unenforceable, the remainder of this Agreement and application of such provision to such other persons or circumstance shall be interpreted so as best to reasonably effect the intent of the Parties hereto. The Parties further agree to replace any such invalid or unenforceable provisions of this Agreement with valid and enforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provisions.

11.4 Entire Agreement. This Agreement, the Exhibits and Schedules attached hereto and incorporated herein, and all other documents referenced herein constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, written or oral, among the Parties with respect to such subject matter, as set forth in this Agreement.

11.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereof and all of which together shall constitute one and the same instrument.

11.6 Expenses. Subject to the terms and conditions of this Agreement, each of the parties shall bear its own expenses, including attorney fees, incurred in connection herewith.

11.7 Amendment. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby.

11.8 No Waiver. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provision.

11.9 Attorneys' Fees. Should a suit be brought relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees (including, without limitation, costs, expenses and fees of any appeal).

11.10 Notices. Whenever any party hereto desires or is required to give any notice, demand or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service, sent by express courier service with guaranteed next day delivery, charges prepaid, or mailed by United States certified mail postage prepaid, return receipt requested, addressed as follows: If to Seller, to 110 N Poplar Street, West Branch, Iowa 52358, Attn: City Administrator; and if to Purchaser, to 115 N Washington, P.O. Box 68, Lisbon, Iowa 52253, Attn: City Administrator, with a copy to Mark J. Parmenter, Lederer Weston Craig, PLC, 118 Third Avenue SE, Suite 700, P.O. Box 1927, Cedar Rapids, Iowa 52406.

Each such communication shall be effective when received by the addressee thereof or, if sent by express courier, within one day after pick-up by such courier or, if sent by registered or certified mail in the manner set forth above, three days after being deposited in the United States mail. Any party may change its address for such communications by giving notice thereof to the other party in conformity with this section.

11.11 Construction of Agreement. This Agreement has been negotiated by the Parties and reviewed by their respective attorneys, if so desired, and the language hereof shall not be construed for or against any party.

11.12 Captions and Headings. The captions and headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize, or in any way affect any provision of this Agreement.

11.13 Submission to Jurisdiction; Choice of Forum. Each of the parties submits to the exclusive jurisdiction of any state or federal court sitting in Linn County, Iowa, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated herein. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought, and waives any bond, surety, or other security that might be required of any other party with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLER: CITY OF WEST BRACH, IOWA, an Iowa Municipal Corporation

By: _____
Roger Laughlin, its Mayor

ATTEST

By: _____
Redmond Jones II, City Administrator

PURCHASER: CITY OF LISBON, IOWA, an Iowa Municipal Corporation

By: _____
Beryl O'Connor, its Mayor

ATTEST

By: _____
Connie Meier, its City Administrator

DRAFT

EXHIBIT A

DRAFT

Customer Information:

Fire Department/Owner: West Branch Fire Name of Contact: Kevin Stoolman
Phone Number: 319-631-8449 Fax: _____ Email: KLStoolman@hve.com
Where is the truck currently located (city, state): West Branch IA

Apparatus:

Year: 2005 VIN: 4S2BT2D94C052918 Shop Order #/Build #: _____

Chassis: Manufacturer: JACOB Model: Gladitor 4x4 (y/n): _____

Fire Body: Manufacturer: Toys Model: Pumper

Aerial: Manufacturer: _____ Model: _____ Length: _____

Aerial Hours: _____ Date of Last Aerial Certification: _____

Mileage: 24500 Engine Hours: 1356 # Cab Seating: 6 # SCBA Seats: 5

Engine: Make: COMINS Model: 25L HP: 400 Diesel or Gas: Diesel

Transmission: Make: ALISON Model: 300EVS Automatic or Manual: _____

Pump: Make: Hale Model: QMA 175-27 GPM: 1750 Pump and Roll (y/n): N

Date of Last Pump Certification: 9/2017 Foam System (make and model): Foam Pro 7/B

Water Tank: Gallons: 1100 Material: Pro Poly Foam Tank(s): 20A 20B

Discharges (number and size):

Driver's Side: _____ Officer's Side: _____

Front: _____ Rear: _____

Suctions (number and size):

Driver's Side: _____ Officer's Side: _____

Front: _____ Rear: _____

Crosslays (# and size): _____ Piped for Deck Gun (y/n): _____ Deck Gun Included (y/n): _____

Booster Reels: _____

Generator: Brand: Onan Wattage: 10 KW Fuel Type: Hydronic Hours: _____

Check All that Apply:

Electric Reels: 2

Hydraulic Reels: _____

Telescoping Lights: 4

LED Lighting: _____

Light Tower: _____

Cascade System: HYDRES EQUIPMENT

3 Ground Ladders: 34/14/10

Breathing Air (aerials only): 4 Bottle

Air Conditioning

Automatic Tire Chains

Interior EMS Cabinet

Aluminum Hose Bed Cover

Federal Q Siren

Jake Brake

Arrowstick

Hydraulic Ladder Rack

Pump Heat Pan

Dimensions: Length: 35'4" Height: 9'8" GWR: 4500 Wheelbase: 210

Additional Features or Loose Equipment:

2 - 6' x 15' Hand Sleds
KRON Apollo-NJ-Riser Truck Monitor with Portable Base
KRON 1755 Turbo Motor Master Stream

Maintenance/Repairs Needed?

ORDINANCE NO. 750

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 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)

4. Penalty. The scheduled fine for a first violation of this Section 41.11 shall be \$100.00. The scheduled fine for each additional violation of this Section 41.11 shall be \$500.00.”

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.

First reading: April 2, 2018

Second reading: April 16, 2018

Third Reading: May 7, 2018

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 2, 2018
AGENDA ITEM:	Discussion – Update to West Branch Schedule of Fees
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	March 29, 2018

BACKGROUND:

A Code review has been conducted and items listed in 'red' on the following document are fees currently in the West Branch Code of Ordinances, but not listed on the Fee Schedule. Staff recommends adding these fees to the Fee Schedule to improve transparency and accurate billing methods.

Additionally, items listed in 'blue' are fees that are under consideration to be changed (increased, modified, or added.) Some changes will be set by resolution and some will require ordinance changes and will be forth coming at future meetings.

STAFF RECOMMENDATION:	Seek Direction from the City Council on this topic
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

"Turning Vision Into Reality is our Business"

CITY OF WEST BRANCH

SCHEDULE OF FEES

MONTHLY RESIDENTIAL SERVICE FEES

Water Chapter 92.02	\$7.79 per 1000 gallons
Sewer Chapter 99.02	\$7.79 per 1000 gallons
Recycling (mandatory) Chapter 107.08	\$4.75 per month
Storm Water Utility Chapter 102.08 (Plus applicable taxes)	see graded scale

OTHER SERVICE CHARGES

Late Payment Penalty Chapter 92.04(4)	10% of total delinquent bill
Insufficient Funds Charge Chapter 92.04(6)	\$30
Water Service Deposit Chapter 92.10	\$100 (refundable)
Disconnect Fee for non-payment Chapter 92.05(4)	\$20 (between 6:30 a.m. to 3:30 p.m.) \$50 (after 3:30 p.m.)
Temporary Vacancy Disconnect/Reconnect Fee	\$50

MISCELLANEOUS ADMINISTRATIVE FEES

(Currently not in the Code, set by proposed Resolution)

Photocopies	\$0.10 per page - black/white \$.50 per page – color
Fax Services	\$1.00 1 st page, \$0.50 per page after
Recording Fees (any type)	actual costs
Notary Service	No Charge
Special Event Permit Fee	TBD
Block Party Permit Fee	TBD
Parade Permit Fee	TBD

PUBLIC FACILITY USER FEES

Town Hall Hourly Rental	\$10/Hour
Town Hall Daily Rental, no alcohol	\$65/Day
Town Hall Rental (for any period of time), with alcohol	\$100/Day
Refundable Alcohol Deposit (in addition to rental fee)	\$100

*Non-profit organizations are exempt from Town Hall Rental Fees.

Table and Chair Rental TBD

Beranek Park Shelter	No charge
Lions Field Shelter	No charge
Wapsi Park	No charge
Heritage Square	No charge
Cubby Park Pavilion	No charge

VENDOR FEES

West Branch Resident Nonprofit	\$10
West Branch Commercial Business	\$25
Non-Resident Nonprofit	\$25
Non-Resident Commercial Business	\$50

PEDDLER PERMIT FEES Chapter 122.05

One day permit	\$10
One week permit	\$25
Up to six (6) months	\$100
One year or major part thereof	\$175

PARK & RECREATION PROGRAM FEES

Spring Activities

Pre-K Soccer	\$35 w/ jersey \$20 w/o jersey
Pre-K T-ball & BlastBall	\$35 w/ jersey \$20 w/o jersey
Kindergarten T-ball	\$35 includes t-shirt
1 st & 2 nd grade softball	\$35 includes t-shirt
1 st & 2 nd grade baseball	\$35 includes t-shirt
3 rd & 4 th grade softball	\$35 includes t-shirt
3 rd & 4 th grade baseball	\$35 includes t-shirt
5 th & 6 th grade softball	\$35 includes t-shirt
Travel ball	\$50 includes t-shirt

Summer Activities

Swim Lesson Bus Registration	\$20 per person or \$30 family
Active Adventures	TBD
Day Camp	TBD
Adult Volleyball	\$75 per team \$100 (includes tournament)

Fall Activities

PreK-2 nd Grade Flag Football	\$35 w/ jersey \$20 without jersey
PreK-2 nd Grade Basketball	\$35 w/ jersey \$20 without jersey
Girls Volleyball	\$35
3 rd /4 th Grade Flag Football	\$35

ANIMAL REGISTRATION FEES Resolution 851

Cats and Dogs:

One Year Tag, per animal	\$5
Surcharge for non-spayed or neutered animal	\$20 Resolution 1654
Penalty for each late registration (after January 31 st)	\$5

DOG PARK FEES Resolution 1228

Single Day Pass	\$5
One Year Tag	\$15 resident / \$20 non-resident
Two Year Tag	\$30 resident / \$40 non-resident
Three Year Tag	\$45 resident / \$60 non-resident

WEST BRANCH MUNICIPAL CEMETERY FEES

Cemetery Interment Rights (cemetery lots)

Expanded West Section	\$250 (sold in multiples of 2)
Memorial Section	\$100 (sold individually)
All other sections	\$100 (sold in multiples of 2)
Interment (summer)	\$600
Interment (winter)	\$600 plus \$40 for gas if conditions require
Saturdays	\$100 extra
Sundays & Holidays	\$200 extra
Infant	\$150
Ashes	\$125

Disinterment – Cost varies according to size and location:

Suitcase Type (baby)	\$100
Half-sized Vault (child)	\$175-\$400
Full-sized Vault (adult)	\$400-\$700

WEST BRANCH POLICE DEPARTMENT FEES

Per Resolution 1593

Administrative fee records request	\$15
Document redaction (minimum 1 hour)	\$15/hour
Video redaction (outside source)	Actual Cost
USB Storage device	Actual Cost
CD/DVD	\$5
Reserve officer event stand-by (minimum 1 hour)	\$25/hour
Police patrol vehicle stand-by (minimum 1 hour)	\$100/hour
*Fingerprinting	\$15
*Certified Officer	\$45 per hour
*Full Time Officer	\$40 per hour
*Part Time Officer	\$30 per hour
Parking Fines Chapter 70.03	\$15 (\$30 after 10 days)
Disabilities Parking Fines Chapter 70.03	\$100 \$200
Towing of Vehicles	actual costs of towing
Impoundment of Vehicles Chapter 80.06	\$3 \$35 for the 1 st 5 days \$1 for each subsequent day

FALSE ALARMS Chapter 37.02

False Alarm (residential)	\$50 per violation within 12 months
False Alarm (commercial)	\$500 per violation

NUISANCE ABATEMENT MUNICIPAL INFRACTION FEES

Violations of Chapter 50.02(9) grass mowing and Chapter 136.03 snow removal from sidewalks, fees are billed to the property owner as follows per violation:

Per Resolution 874

Operator	\$38 / per hour
Utility tractor	\$35 / per hour
Dump truck	\$35 / per hour
Pick-up	\$25 / per hour
6 foot mower	\$10 / per hour
Bat wing mower	\$20 / per hour
Riding lawn tractor	\$20 / per hour
Chain saw	\$15 / per hour
Trailer	\$10 / per hour
String trimmer	\$5 / per hour
Push mower	\$7 / per hour
3 rd party expenses	billed at cost
Snow removal	\$50 / per sidewalk
Administrative Fee	\$40 / per billing

First Offense	\$100
Second Offense	\$250
Each Offense Thereafter	\$500

SUBDIVISION FEES

REZONING FEE

Rezoning Fee Deposit Chapter 165.23(5) \$150

SITE PLAN FEE Chapter 173.08

Site Plan Application Fee \$200 + Actual costs occurred for engineering review

PLATTING FEE Chapter 170.03(2)

Preliminary Plat & Final Plat submission \$300
Engineering Review of plats Actual costs incurred

WASTEWATER LIFT STATION CONNECTION FEE Chapter 100.03

Calculated by City Engineer – See Exhibit B on file at City Hall

BUILDING PERMIT FEES

(includes plumbing & electrical for new construction)

<u>Total Valuation</u>	<u>Fee</u>
Up to \$500	\$23.50
\$501 to \$2000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.
\$2001 to \$25,000	\$69.25 for the first \$2000 plus \$14 for each additional \$1000, or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$391.25 for first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$993.75 for first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,233.75 for first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each Additional \$1,000, or fraction thereof.

RESIDENTIAL SITE PLAN REVIEW Resolution 1577

Site plan review (required)

Actual costs for city
engineer’s review

CONNECTION FEES

Residential Water Service (new construction) Chapter 90.06	\$402
Residential Sewer Service (new construction) Chapter 96.02	\$402

ELECTRICAL, MECHANICAL AND PLUMBING PERMIT FEES

<u>Dollar Volume of Work</u>	<u>Permit Fee</u>
Up to \$1,500	\$25
\$1,501-\$5,000	\$50
\$5,001-\$25,000	\$75
\$25,001-\$50,000	\$100
\$50,001-\$75,000	\$125
\$75,001-\$100,000	\$150
\$100,001-\$125,000	\$175
Add \$25.00 per every \$25,000 of valuation thereafter	

OTHER PERMIT FEES

Demolition Permit	\$100
Fence Permit	\$25
Sign Permit (Historic District only) Chapter 25.09(4)	\$10
Street Boring Permit Chapter 135.09(12)	\$100
House Mover Permit Chapter 123.06	\$100

INSPECTION FEES

(construction/electrical/plumbing/footings, etc.)

Inspections outside of normal business hours (Minimum charge – two hours)	\$47 per hour
Re-inspection fees assessed under provisions of Section 305.8	\$47 per hour
Inspections for which no fee is specifically indicated (Min. charge – 1/2 hour)	\$47 per hour
Additional plan review required by changes, additions and inspections, or both (Minimum charge – 1/2 hour)	\$47 per hour
For use of outside consultants for plan checking and inspections, or both	Actual Costs



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 2, 2018

AGENDA ITEM: GIS Capabilities for Public Works
CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY: Matt Goodale, Public Works Director
DATE: March 27, 2018

BACKGROUND:

Staff has recognized the need for updated infrastructure and work order methods. GIS would give Public Works the ability to electronically access maps for repairs, planning and updating purposes. This technology would also allow utilization of the work order program in the software to assign, track and record any citizen requests, repairs, replacements and other maintenance concerns. This item was originally brought to council in December of 2017. There was some discussion on whether sewer or water would be completed first. Staff would like to get council input on timing and implementation of the GIS capabilities.

STAFF RECOMMENDATION: Discussion item for council feedback

REVIEWED BY CITY ADMINISTRATOR:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

"Turning Vision Into Reality is our Business"