



**PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL  
MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY, MAY 21, 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:rionesii@westbranchiowa.org">rionesii@westbranchiowa.org</a>
<b>City Attorney</b>	<b>Kevin Olson</b>	<a href="mailto:kevinolsonlaw@gmail.com">kevinolsonlaw@gmail.com</a>
<b>Deputy City Clerk</b>	<b>Leslie Brick</b>	<a href="mailto:leslie@westbranchiowa.org">leslie@westbranchiowa.org</a>

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

**AGENDA**

**A. Call to Order**

**B. Opening Ceremonies**

1. Pledge of Allegiance
2. Welcome

**C. Roll Call**

**D. Guest Speaker, Presentations and Proclamations**

1. Proclamation – Home Rule
2. Kevin Rogers – Main Street Market Analysis

**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 May 7, 2018.
2. Motion to Approve the Appointment of Levi Kleinmeyer to the West Branch Fire Department as a Cadet.
3. Motion to Approve the Class C Liquor License with Outdoor Service and Sunday Sales Privileges for Cedar's Edge Golf Course Inc. located at 19 Greenview Ln, West Branch, IA 52358.
4. Motion to Approve (Hoover's Hometown Days) – Outdoor Liquor Permit Request for Brick Arch Winery located at 116 W. Main Street, West Branch, IA 52358.
5. Motion to Approve the Home Rule Proclamation
6. Approve Claims Report.

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

1. **Public Hearing:** A Public Hearing on Amending the Current Budget for the Fiscal Year Ending June 30, 2018.
2. Resolution 1713 – Amending the Current Budget for the Fiscal Year Ending June 30, 2018.
3. Resolution 1714 – A Resolution Authorizing the Transfer of Funds.
4. First Reading, Ordinance 751, Amending Chapter 69.08 entitled “No Parking Zone” (add 67) to prohibit Semi Truck and other parking on Tidewater Drive.
5. First Reading, Ordinance 752 Amending Chapter 76 (sec. 76.02, 76.10, 76.11, and 76.14) the Current Bicycle Regulations to Include the Operation of Skate Boards.
6. First Reading, Ordinance 753 Amending Chapter 65.02 (56) to add a four way stop at the intersection of Orange Street and Ridge View Drive.
7. Motion to Approve Simply Summer Special Event Application.
8. Discussion Item: Hoover Hometown Days Update and Schedule
9. Resolution 1715 – A Resolution Approving Various Contracts for the Hoover Hometown Days Celebration in the Amount of \$800.
10. Resolution 1716 – A Resolution Approving Engineering Services Agreement for 2018-2019 Bridge Inspection and Rating.
11. Resolution 1717 – Approving the Main Street Iowa Program Agreement

#### **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**

**May 7, 2018  
7:00 p.m.**

Mayor Laughlin called the West Branch City Council meeting to order at 7:01 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 Jordan Ellyson. Brian Pierce arrived at 7:10 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 and Police Chief Mike Horihan.

**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 April 16, 2018.

Resolution 1707 – To Fix the Meeting of May 21, 2018; for a Public Hearing on Amending the Current Budget for the Fiscal Year Ending June 30, 2018.

Resolution 1705 – A Resolution Authorizing the Transfer of Funds.

Approve Claims Report.

EXPENDITURES

5/7/2018

AERO RENTAL INC	EQUIP RENTAL-STUMP GRINDER	291.50
BOCWAY INVESTMENTS LLC	BLDG INCENTIVE REIMBURSEMENT	24.11
CEDAR CO SHERIFF'S OFFICE	SERVICE FEES	42.10
CEDAR COUNTY COOPERATIVE	FUEL-PUBLIC WORKS	957.88
COMPASS MINERALS AMERICA INC	SALT	1,712.42
CULLIGAN WATER TECHNOLOGIE	WATER SOFTENER SERVICE	39.15
EASTERN IOWA BRASS BAND	EIBB DOWN PAYMENT	1,500.00
EDGAR, GORDON	MEALS-IMFOA CONFERENCE	16.74
ELITE HOLDING COMPANY	SAFETY SHIRTS	706.17
HAWKINS INC	CHEMICALS	349.75
HOLIDAY INN DES MOINES AIR	IMFOA CONFERENCE	410.30
IOWA ONE CALL	UTILITY LOCATION SERVICE	34.20
JAMES HOLLAND	TRAVEL EXP-W WATER TRAINING	22.60
JESSICA KILEY	BUILDING INCENTIVE REIMBURSEMENT	873.99
JETCO ELECTRIC INC.	SERVICE CALL	1,672.13
JOHN DEERE FINANCIAL	SUPPLIES	430.73
JULIA HIME	VIDEOGRAPY SERVICES	150.00
KINGDOM GRAPHICS LLC	INSTALL 3 LOGOS	300.00
KOCH BROTHERS INC	OFFICE SUPPLIES	48.72
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,242.40
LOWES BUSINESS ACCT/GEGRB	TOOLS	322.34
LYNCH'S EXCAVATING INC	WATER SERVICE REPLACEMENT	6,160.00
LYNCH'S PLUMBING INC	SERVICE-WATER TREATMENT PLANT	199.20
MARC/FREMAREK, INC.	SUPPLIES-CHEMICALS	145.61
MATT PARROTT/STOREY KENWORTHY	REG ENVELOPES	850.00
MENARDS	MAINTENANCE SUPPLIES	647.68
MOORE'S WELDING INC	EQUIPMENT REPAIR	1,695.00
MUNICIPAL SUPPLY INC.	METERS	246.66
OLSON, KEVIN D	LEGAL FEES	1,500.00
PARKSIDE SERVICE	TIRE REPAIR	21.50

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PLAY IT AGAIN SPORTS	PROGRAM SUPPLIES	127.56
PYRAMID SERVICES INC.	CHAIN SAW	314.64
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	759.00
QUILL CORP	OFFICE SUPPLIES	80.84
SUPPLYWORKS	SOAP	79.76
TRUGREEN PROCESSING CENTER	LAWN SERVICE -LIONS FIELD	149.00
UPS	SEWER-SHIPPING	21.82
USA BLUE BOOK	CHEMICALS	709.36
VEENSTRA & KIMM INC.	STORMWATER CONSULT-NPS	332.00
VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	249.00
VEENSTRA & KIMM INC.	POPLAR ST PAVING COORDINATION	182.35
WEST BRANCH COMMUNITY SCHOOL	GYM RENT	12.50
TOTAL		25,630.71

PAID BETWEEN MEETINGS

IOWA POLICE CHIEFS ASSOCIATION	CONFERENCE REGISTRATION	135.00
MEDIACOM	CABLE SERVICE	40.90
UPS	SEWER-SHIPPING	22.27
US BANK CORPORATE CARD	PROGRAM SUPPLIES, TRAINING	1,208.23
WALMART COMMUNITY/RFCSELLC	SUPPLIES, DVDS	244.14
GALAXY CLEANING SERVICES	JANITOR SERVICE	1,278.66
AMAZON	BOOKS, PROGRAM SUPPLIES	630.52
BAKER & TAYLOR	BOOKS	226.85
LESLIE BRICK	TRAVEL EXPENSES	164.18
CEDAR RAPIDS PHOTO COPY	COPIER MAINTENANCE	71.16
PITNEY BOWES PURCHASE POWER	LIBRARY POSTAGE	503.50
QUILL CORP	OFFICE SUPPLIES, MAINTENANCE SUPPLIES	48.51
TIPTON CONSERVATIVE	SUBSCRIPTION	38.00
UPS	SEWER-SHIPPING	21.82
VERIZON WIRELESS	WIRELESS SERVICE	874.00
TOTAL		5,507.74

PAYROLL 4-20-18	53,072.08
PAYROLL 5-4-18	41,674.81

TOTAL EXPENDITURES 125,885.34

FUND TOTALS

001 GENERAL FUND	49,453.36
022 CIVIC CENTER	413.74
031 LIBRARY	13,126.76
110 ROAD USE TAX	10,509.98
112 TRUST AND AGENCY	17,134.48
308 PARK IMP - PEDERSEN VALLEY	355.00
600 WATER FUND	21,225.07
610 SEWER FUND	13,334.95
740 STORM WATER UTILITY	332.00

GRAND TOTAL 125,885.34

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

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**PUBLIC HEARING/NON-CONSENT AGENDA**

**Third and Final Reading Ordinance 750 - Amending Chapter 41 Discussion – Regarding the Proposed Amendment to Ordinance 41.11 entitled Fireworks./Move to action.**

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

Motion by Ellyson, second by Miller to approve Ordinance 750. AYES: Ellyson, Miller, Stoolman, Goodweiler. Absent: Pierce. NAYS: None. Motion carried.

**Discussion: Amending the City Code to prohibit Semi Truck parking on Tidewater Drive.**

Chief Horihan said that he recently noted that semi-trucks were occasionally parking on East Tidewater near Casey’s and the Days Inn and cited safety concerns. He said the City Code did not have a parking restriction for this street. With the extra congestion in that area with the existing businesses, Horihan suggested that East Tidewater be added to the ordinance for no parking on both sides of the street for all vehicles. The Council agreed with the suggestion but stated that enforcement needs to occur as well. Laughlin said he had also

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received some parking concerns on Division Street but the Council decided to not take action on that street at this time.

Discussion: Amending the Current Bicycle Regulations to include the operation of skateboards.

Chief Horihan he has recently noticed kids riding skateboards recklessly in the downtown area and suggested adding language and penalties to help address the problems for the safety of the operator or others. The Council directed the Chief to proceed with the ordinance change.

Resolution 1706 – A Resolution Approving an Employee Salary Adjustment for Extra Duties Required. /Move to action.

Laughlin asked for this item to be tabled for further discussion with staff.

Motion by Miller, second by Ellyson to table Resolution 1706. AYES: Miller, Ellyson, Stoolman, Goodweiler, Pierce. NAYS: None. Motion carried.

Discussion: Consideration to Direct the City Administrator to Work with the Partners of Cedar's Edge and Little Lights in crafting a non-binding Memorandum of Understanding (MOU) regarding the potential project.

Jones explained the purpose of an MOU and how it can be used when partnering with a business and defines each party's responsibilities and requirements. Miller commented that he wanted to see a different process than what happened previously and stated the business owners needed to come to the Council with their request for consideration.

Public Hearing: Library Parking / CSD Poplar St Improvements Project.

Mayor Laughlin opened the public hearing at 7:25 p.m. There were no public comments. The public hearing closed at 7:26 p.m.

Resolution 1708 – A Resolution Approving a 28E Agreement between the City of West Branch and the West Branch Community School District./Move to action.

Laughlin noted that the amount on the agreement was incorrect and should reflect \$54,202.05. The due date was also incorrect and should reflect the payment due to the West Branch School District on July 1, 2019.

Corrections were noted and will be reflected prior to signatures obtained. Council had no other issues with the 28E agreement.

Motion by Stoolman, second by Ellyson to approve Resolution 1708. AYES: Stoolman, Ellyson, Miller, Pierce, Goodweiler. NAYS: None. Motion carried.

Resolution 1712 – Approving Proposals in the Amount of \$61,539.85 to LL Pelling Company, Inc. for City Road Improvements and Trail Improvements for City Park and Hoover Nature Trail./Move to action.

Stoolman asked how often sealcoat streets were repaired and asked if there were more affordable, long lasting options. Public Works Director explained the cost differences and said that a prior goal of the City Council was to replace sealcoat streets as financially possible. Council agreed that replacing sealcoat streets should remain a city goal.

Motion by Stoolman, second by Goodweiler to approve Resolution 1712. AYES: Goodweiler, Ellyson, Miller, Pierce. NAYS: Stoolman. Motion carried.

Resolution 1709 – A Resolution Approving Partial Pay Estimate Number 1 in the Amount of \$276,843.04 to Needham Excavating Inc. for the Cubby Park Improvements project./Move to action.

Nate Kass, Fehr Graham, reported that eighty percent of the dirt work had been completed in spite of the wet conditions this spring. Kass also said that the project was approximately one month behind schedule and Needham was diligently working to get back on schedule. Kass also explained a drainage issue that was uncovered and that tiling would be necessary to correct the problem. Pierce questioned the grade where the pipeline is and asked if would stay that way. Kass explained that was a requirement of the pipeline company and the natural 'hump' would remain intact and the hillside be used in the playground area for a hillside slide.

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Motion by Goodweiler, second by Pierce to approve Resolution 1709. AYES: Goodweiler, Pierce, Stoolman, Miller, Ellyson. NAYS: None. Motion carried.

Resolution 1710 – A Resolution Approving Change Order Number One to Decrease \$126,000 of Expenses from the Cubby Parks Improvements Project./Move to action.

Jones recalled that during the Council goal setting session that a splash pad was listed as a high priority. He further explained that through value engineering, he had met with Kass and made suggestions to remove some items from the original plan to potentially fund a splash pad in Cubby Park. The council discussed the items removed and determined they were okay with the reductions, but did not support adding a splash pad to Cubby Park. Laughlin felt any savings created by the reductions should be used for future maintenance equipment for the new park. Pierce and Miller were not in favor of removing forty parking spaces as it could negatively affect residents on Scott Drive during high use times. Further discussions determined that parking could be accommodated in the grassy area at the entrance of the park (in the future recreation center) area.

Motion by Goodweiler, second by Pierce to approve Resolution 1710. AYES: Goodweiler, Pierce, Stoolman, Ellyson. NAYS: Miller. Motion carried.

Resolution 1711 – A Resolution Approving Change Order Number Two, Revised in the Amount by \$20,100 on the Cubby Parks Improvements Project./Move to action.

Kass stated that ground water is seeping from the hillside that will require a drain tile to provide drainage on the east side of the ball fields and walking trail.

Motion by Goodweiler, second by Pierce to approve Resolution 1711. AYES: Goodweiler, Pierce, Stoolman, Miller, Ellyson. NAYS: None. Motion carried.

#### **CITY ADMINISTRATOR REPORT**

Jones reported that staff will be visiting a wastewater facility in Illinois later this week. He also said commented that the hotel/motel measure passed from the special election held on May 1, 2018. Votes will be verified on May 8<sup>th</sup> and then forwarded to the Iowa Department of Revenue. The tax should be effective on July 1<sup>st</sup>. Jones also advised the Council that he had been contacted by the Cedar County Conservation Board who is planning on replacing a bridge on the Hoover Nature Trail north of town and requested use of the dog park parking lot for a staging area which would close the park for several months. Council was not in favor of closing the park to residents as it a fee based service which many dog owners have memberships to. Jones said he would obtain more information from the Board on more specific plans.

#### **CITY ATTORNEY REPORT**

No report.

#### **COMMENTS FROM MAYOR AND COUNCIL MEMBER**

Laughlin said the former Croell property was ready for the tier two assessment and asked about when the closing would take place on the property exchange. Olson said the new Croell building was still pending the final inspection. Laughlin also asked about the status of the construction easements for the College Street Bridge project. Olson said they were being worked on.

Goodale provided a handout to the Council outlining tasks in the works and completed in April.

Pierce mentioned that he had gotten a report of holes under the fencing at the dog park and asked for staff to make repairs.

Stoolman asked for a status update on the West Branch Village project. Miller said he had been in contact with the Cedar County Conservation Board who is replacing a bridge a little further upstream to see if they could provide some guidance on moving forward with the project.

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**ADJOURNMENT**

Motion to adjourn by Goodweiler, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 8:46 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>	May 21, 2018
<b>AGENDA ITEM:</b>	Motion to Approve the Appointment of Levi Kleinmeyer to the West Branch Fire Department as a Cadet
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Deputy City Clerk Leslie Brick
<b>DATE:</b>	May 17, 2018

### BACKGROUND:

Motion to approve appointment of Levi Kleinmeyer to the West Branch Fire Department as a Cadet. Approved by the Wbfd on May 9, 2018.

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

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b> May 21, 2018
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<b>AGENDA ITEM:</b> Motion to Approve the Class C Liquor License with Outdoor Service and Sunday Sales Privileges for Cedar’s Edge Golf Course Inc. located at 19 Greenview Ln, West Branch, IA 52358.
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<b>CITY GOAL:</b> Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
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<b>PREPARED BY:</b> Deputy City Clerk Leslie Brick
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<b>DATE:</b> May 16, 2018
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**BACKGROUND:**

Approve Class C Liquor License (LC) (Commercial) with Outdoor Service and Sunday Sales Privileges for Cedars Edge Golf Course Inc. West Branch.

Renewal effective May 27, 2018 to May 26, 2019.

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

<b>MEETING DATE:</b>	May 21, 2018
<b>AGENDA ITEM:</b>	Motion to Approve (Hoover's Hometown Days) – Outdoor Liquor Permit Request for Brick Arch Winery located at 116 W. Main Street, West Branch, IA 52358.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Deputy City Clerk Leslie Brick
<b>DATE:</b>	May 16, 2018

### BACKGROUND:

Brick Arch Winery has submitted a sketch for outdoor service for Hoover's Hometown Days. The license will be for Saturday, August 4<sup>th</sup> from 11:00 a.m. to 5:00 p.m.

Staff has reviewed the information and have no issues/or concerns with the businesses applying for an outdoor service with Iowa Alcohol Beverage Division for the event.

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

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	May 21, 2018
<b>AGENDA ITEM:</b>	Motion to Approve the Home Rule Proclamation
<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>	May 16, 2018

### BACKGROUND:

In 1968, the Home Rule Amendment was passed by the citizens of Iowa and constitutionalized local control in the state. This transitioned Iowa from a Dillon's Rule state, where local government powers are derived exclusively from the state legislature, to a Home Rule state where local government powers are derived from the State Constitution.

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

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## **Home Rule Proclamation**

Whereas, Home Rule is essential to effective and responsive municipal governance in Iowa and provides flexibility to make decisions at the local level, where decisions are made closest to the people they impact and can be tailored to fit local conditions, needs and concerns in order to better serve taxpayers;

Whereas, the City of West Branch supports Home Rule and the powers it provides to make local decisions that best reflect the residents of our community;

Whereas, the citizens of Iowa approved the adoption of Home Rule in the Constitution of Iowa on November 5, 1968;

Whereas, this is the 50<sup>th</sup> year of municipal Home Rule in Iowa;

Whereas, Home Rule continues to be vital to the health and prosperity of all cities in Iowa;

Now, therefore, I, Roger Laughlin, Mayor of West Branch, IA do hereby recognize the 50<sup>th</sup> Anniversary of municipal Home Rule in Iowa and proudly support its continued authority.

Dated this 21<sup>st</sup> day of May, 2018

ATTEST:

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Roger Laughlin, Mayor

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Redmond Jones II, City

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	May 21, 2018
<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 Director
<b>DATE:</b>	May 16, 2018

**BACKGROUND:**

These are routine expenditures 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
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## EXPENDITURES

5/21/2018

ALLIANT ENERGY	WATER TOWER	9,330.83
AMAZON	BOOKS, PROGRAM SUPPLIES	198.53
BAKER & TAYLOR INC.	BOOKS	1,475.49
BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	121.38
BP AMOCO	VEHICLE FUEL	403.48
BRET F STOUT	STREET REPAIR	795.00
CEDAR RAPIDS PHOTO COPY IN	COPIER MAINTENANCE	73.28
CHAUNCEY BUTLER POST 514	FLAGS	80.00
CJ COOPER & ASSOCIATES	DRUG TESTING	127.30
DEARBORN NATIONAL INSURANC	LIFE INSURANCE	68.15
DEMCO	PROGRAM SUPPLIES	176.93
EAST CENT INTERGOVT ASN.	GRANT WRITING CONTRACT	283.50
EBSCO INDUSTRIES, INC	MERCHANDISE CREDIT	695.67
FEHR GRAHAM	308 - PV PARK CONST MGMT	3,198.50
FRED'S FEED & SUPPLY LLC	SUPPLIES	17.13
GLOBAL SOFTWARE	TAC 10 MAINT 6-18 TO 5-19	1,272.00
HARRY'S CUSTOM TROPHIES LT	SOCCER MEDALS	165.00
HAWKINS INC	CHEMICALS	674.40
HOLLYWOOD GRAPHICS	SHIRTS	1,894.30
HY-VEE ACCOUNTS RECEIVABLE	CONCESSION SUPPLIES	87.45
IOWA ONE CALL	UTILITY LOCATION SERVICE	76.50
JC CROSS CO	BLOWER REPAIR	52.22
JOHN KEVIN DOLAN	LIBRARY PROGRAM	350.00
JOHNSON COUNTY REFUSE INC.	RECYCLING APR 2018	4,285.25
KELTEK INC	TOUGHBOOK COMPUTERS	10,089.93
KINGDOM GRAPHICS LLC	VEHICLE DECALS	100.00
LENOCH & CILEK	TREE INSTALLATION	26.97
LYNCH'S PLUMBING INC	VACCCUMN TRUCK RENTAL	1,854.00
MENARDS	SUPPLIES	83.90
OASIS ELECTRIC LLC	SERVICE CALL	70.00
PLUNKETT'S PEST CONTROL IN	PEST CONTROL CITY OFFICE	95.18
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	781.00
RIVER PRODUCTS COMPANY INC	ROADSTONE	316.02
STATE HYGIENIC LAB	LAB ANALYSIS	26.00
UNITED LABORATORIES	MAINTENANCE SUPPLIES	1,269.80
UPS	SEWER-SHIPING	21.82
US BANK CORPORATE CARD	OFFICE & PROGRAM SUPPLIES	1,170.01
USA BLUE BOOK	MAINTENANCE SUPPLIES	198.12
WALMART COMMUNITY/RFCSELLC	DVDS, PROGRAM & MAINT SUPPLIES	239.23
WATER SOLUTIONS UNLIMITED	PHOSPHATE	2,635.00
WELLMARK	CREDIT- HEALTH INSUROR FEES	13,399.74
WEST BRANCH TIMES	ADVERTISING/LEGAL PUBLICATION	626.16
WEX BANK	VEHICLE FUEL	1,701.52
<b>TOTAL</b>		<b>60,606.69</b>

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PAYROLL		5/18/2018	55,633.81
PAID BETWEEN MEETINGS NEEDHAM EXCAVATING, INC.	308-PV PARK CONSTRUCTION		276,843.04
GRAND TOTAL EXPENDITURES			393,083.54
FUND TOTALS			
001 GENERAL FUND			47,648.32
022 CIVIC CENTER			580.89
031 LIBRARY			9,290.65
110 ROAD USE TAX			4,913.43
112 TRUST AND AGENCY			20,585.42
308 PARK IMP - PEDERSEN VALLEY			280,041.54
600 WATER FUND			17,396.21
610 SEWER FUND			12,627.08
GRAND TOTAL			393,083.54

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	WELLMARK	DENTAL INSURANCE	64.53
			DENTAL INSURANCE	64.53
			HEALTH INSURANCE	687.04
			HEALTH INSURANCE	687.04
			LIFE INSURANCE EMPLOYEE	8.00
			LIFE INSURANCE EMPLOYEE	8.00
			TOTAL:	1,519.14
POLICE OPERATION	GENERAL FUND	WEX BANK	VEHICLE FUEL	927.73
		GLOBAL SOFTWARE	TAC 10 MAINT 6-18 TO 5-19	1,272.00
		ALLIANT ENERGY	SERVICES	250.17
		KELTEK INC	TOUGHBOOK COMPUTERS	10,089.93
			TOTAL:	12,539.83
FIRE OPERATION	GENERAL FUND	BP AMOCO	FUEL	153.29
		US BANK CORPORATE CARD	OFFICE & PROGRAM SUPPLIES	159.98
		ALLIANT ENERGY	SERVICES	750.50
		CJ COOPER & ASSOCIATES	DRUG TESTING	127.30
			TOTAL:	1,191.07
STREET LIGHTING	GENERAL FUND	OASIS ELECTRIC LLC	SERVICE CALL	70.00
		ALLIANT ENERGY	SERVICES	2,159.84
			SERVICES	238.70
			TOTAL:	2,468.54
PARK & RECREATION	GENERAL FUND	HARRY'S CUSTOM TROPHIES LTD	SOCCER MEDALS	165.00
		FRED'S FEED & SUPPLY LLC	SUPPLIES	17.13
		MENARDS	SUPPLIES	73.92
			SUPPLIES	9.98
		HOLLYWOOD GRAPHICS	SHIRTS	839.80
			SHIRTS	1,054.50
		US BANK CORPORATE CARD	OFFICE & PROGRAM SUPPLIES	577.81
		ALLIANT ENERGY	LIGHTS - LIONS FIELD	25.22
			LIGHTS 219 E GREEN	12.16
			SERVICES	30.35
		KINGDOM GRAPHICS LLC	VEHICLE DECALS	100.00
		HY-VEE ACCOUNTS RECEIVABLE	CONCESSION SUPPLIES	87.45
			TOTAL:	2,993.26
CEMETERY	GENERAL FUND	BP AMOCO	FUEL	105.38
			TOTAL:	105.38
COMM & CULTURAL DEVEL	GENERAL FUND	ALLIANT ENERGY	HHTD UTILITIES	21.94
			TOTAL:	21.94
ECONOMIC DEVELOPMENT	GENERAL FUND	EAST CENT INTERGOVT ASN.	GRANT WRITING CONTRACT	283.50
		WEST BRANCH TIMES	ADVERTISING	150.00
			TOTAL:	433.50
CLERK & TREASURER	GENERAL FUND	WEST BRANCH TIMES	ADVERTISING	150.00
		PLUNKETT'S FEST CONTROL INC	FEST CONTROL CITY OFFICE	47.59
		ALLIANT ENERGY	SERVICES	230.96
			TOTAL:	428.55
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES	LEGAL PUBLICATIONS	146.16
			TOTAL:	146.16

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SOLID WASTE	GENERAL FUND	US BANK CORPORATE CARD JOHNSON COUNTY REFUSE INC.	OFFICE & PROGRAM SUPPLIES RECYCLING APR 2018 LANDFILL-SPRING CLEANUP TOTAL:	150.06 3,814.25 471.00 4,435.31
LOCAL CABLE ACCESS	GENERAL FUND	ALLIANT ENERGY	SERVICES TOTAL:	100.00 100.00
TOWN HALL	CIVIC CENTER	PLUNKETT'S PEST CONTROL INC ALLIANT ENERGY CHAUNCEY BUTLER POST 514	PEST CONTROL-TOWN HALL SERVICES FLAGS TOTAL:	47.59 453.30 80.00 580.89
LIBRARY	LIBRARY	WEST BRANCH TIMES WALMART COMMUNITY/RECSLLC  CEDAR RAPIDS PHOTO COPY INC DEMCO ERSCO INDUSTRIES, INC  BAKER & TAYLOR INC.	ADVERTISING DVDs, PROGRAM & MAINT SUPP DVDs, PROGRAM & MAINT SUPP DVDs, PROGRAM & MAINT SUPP COPIER MAINTENANCE PROGRAM SUPPLIES MERCHANDISE CREDIT MAGAZINE SUBSCRIPTIONS BOOKS BOOKS BOOKS BOOKS BOOKS OFFICE & PROGRAM SUPPLIES SERVICES LIBRARY PROGRAM BOOKS, PROGRAM SUPPLIES BOOKS, PROGRAM SUPPLIES BOOKS, PROGRAM SUPPLIES BOOKS, PROGRAM SUPPLIES TOTAL:	105.00 55.72 32.87 150.64 73.28 176.93 12.72 708.39 311.53 208.10 229.57 195.60 530.69 153.14 31.58 483.16 350.00 27.98 8.99 35.37 126.19 3,982.01
NON-DEPARTMENTAL	ROAD USE TAX	WELLMARK	DENTAL INSURANCE DENTAL INSURANCE HEALTH INSURANCE HEALTH INSURANCE TOTAL:	13.58 13.58 132.11 132.11 291.38
ROADS & STREETS	ROAD USE TAX	LENCOX & CILEX WEST BRANCH TIMES RIVER PRODUCTS COMPANY INC BF AMOCO WEX BANK ALLIANT ENERGY BRET F STOUT	TREE INSTALLATION ADVERTISING ROADSTONE FUEL VEHICLE FUEL SERVICES STREET REPAIR TOTAL:	26.97 75.00 316.02 48.27 255.35 234.18 795.00 1,750.79
POLICE OPERATIONS	TRUST AND AGENCY	WELLMARK	HEALTH INSURANCE DENTAL INSURANCE LIFE INSURANCE TOTAL:	3,875.50 180.96 14.24 4,070.70

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ROADS & STREETS	TRUST AND AGENCY	WELLMARK	HEALTH INSURANCE	687.00
			DENTAL INSURANCE	58.26
			LIFE INSURANCE	3.86
			TOTAL:	749.12
LIBRARY	TRUST AND AGENCY	WELLMARK	HEALTH INSURANCE	1,197.87
			DENTAL INSURANCE	48.02
			LIFE INSURANCE	9.35
			TOTAL:	1,255.24
PARK & RECREATION	TRUST AND AGENCY	WELLMARK	HEALTH INSURANCE	704.63
			DENTAL INSURANCE	62.23
			LIFE INSURANCE	3.56
			TOTAL:	770.42
CEMETERY	TRUST AND AGENCY	WELLMARK	HEALTH INSURANCE	651.79
			DENTAL INSURANCE	45.24
			LIFE INSURANCE	3.97
			TOTAL:	701.00
CLERK & TREASURER	TRUST AND AGENCY	WELLMARK	HEALTH INSURANCE	369.94
			DENTAL INSURANCE	29.97
			CREDIT- HEALTH INSUROR FEE	478.87-
			LIFE INSURANCE	2.70
			TOTAL:	76.26-
LOCAL CABLE ACCESS	TRUST AND AGENCY	WELLMARK	HEALTH INSURANCE	211.39
			DENTAL INSURANCE	8.48
			LIFE INSURANCE	1.33
			TOTAL:	221.20
INVALID DEPARTMENT	PARK IMP - PEDERSE FEHR GRAHAM		308 - PV PARK CONST MGMT	3,198.50
			TOTAL:	3,198.50
NON-DEPARTMENTAL	WATER FUND	WELLMARK	DENTAL INSURANCE	22.07
			DENTAL INSURANCE	22.07
			HEALTH INSURANCE	277.45
			HEALTH INSURANCE	277.45
			TOTAL:	599.04
WATER OPERATING	WATER FUND		UTILITY LOCATION SERVICE	38.25
			LAB ANALYSIS	26.00
			VACCUMM TRUCK RENTAL	1,854.00
			FUEL	48.27
			HEALTH INSURANCE	1,470.94
			DENTAL INSURANCE	92.21
			LIFE INSURANCE	6.94
			CHEMICALS	674.40
			VEHICLE FUEL	255.35
			PHOSPHATE	2,515.00
			SUPPLIES	120.00
			OFFICE & PROGRAM SUPPLIES	97.44
			WATER TOWER	116.91
			SERVICES	2,389.08
			MAINTENANCE SUPPLIES	80.02
			SUPPLIES	118.10

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	SEWER FUND	WELLMARK	DENTAL INSURANCE	18.68
			DENTAL INSURANCE	18.68
			HEALTH INSURANCE	224.60
			HEALTH INSURANCE	224.60
			TOTAL:	486.56
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	UTILITY LOCATION SERVICE	38.25
		BP AMOCO	FUEL	48.27
		WELLMARK	HEALTH INSURANCE	1,224.32
			DENTAL INSURANCE	79.74
			LIFE INSURANCE	6.20
		DEARBORN NATIONAL INSURANCE	SEWER-SHIPPIG	21.82
		UPS	LAB ANALYSIS	781.00
		QC ANALYTICAL SERVICES LLC	VEHICLE FUEL	263.09
		WEX BANK	SERVICES	1,834.42
		ALLIANT ENERGY	MAINTENANCE SUPPLIES	121.38
		BARRON MOTOR SUPPLY	BLOWER REPAIR	52.22
		JC CROSS CO	MAINTENANCE SUPPLIES	910.90
		UNITED LABORATORIES	SUPPLIES	358.90
			TOTAL:	5,740.51

FUND TOTALS	
001 GENERAL FUND	26,382.68
022 CIVIC CENTER	580.89
031 LIBRARY	3,982.01
110 ROAD USE TAX	2,042.17
112 TRUST AND AGENCY	7,691.42
308 PARK IMP - PEDERSEN VALLE	3,198.50
600 WATER FUND	10,501.95
610 SEWER FUND	6,227.07
GRAND TOTAL:	60,606.69

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	May 21, 2018
<b>AGENDA ITEM:</b>	<b>Public Hearing:</b> A Public Hearing on Amending the Current Budget for the Fiscal Year Ending June 30, 2018.
<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>	May 16, 2018

**BACKGROUND:**

WHEREAS, budget estimates may be amended and increased as the need arises to permit appropriation and expenditure of unexpended cash balances on hand and unanticipated revenues; and;

WHEREAS, such amendments may be considered and adopted at any time during the fiscal year covered by the budget (but prior to May 31) by filing the amendments and upon publishing them and giving notice of the public hearing in the manner required in the State Code; and;

WHEREAS, the City Council intends to amend the budget to provide for the following: Additional revenue from bond proceeds and additional expenditures for loan settlement, salaries and legal and audit fees, and interest on new loans

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

Section 1. This Council shall meet on the 21st day of May, 2018, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., at which time and place a public hearing will be held on the question of amending the current budget for the fiscal year ending June 30, 2018.

Section 2. The City Clerk is hereby directed to give notice of the proposed action for amending the current budget for the fiscal year ending June 30, 2018, the time when and place where the said meeting will be held, by publication at least once, and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City. The notice shall be in substantially the following form:

<b>STAFF RECOMMENDATION:</b>	Open Hearing / Close Hearing
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## **PUBLIC HEARING**

### **ON AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018.**

Budget estimates may be amended and increased as the need arises to permit appropriation and expenditure of unexpended cash balances on hand and unanticipated revenues. Such amendment may be considered and adopted at any time during the fiscal year covered by the budget (but prior to May 31) by filing the amendments and upon publishing them and giving notice of the public hearing in the manner required in the State Code. Within ten days of the decision or order of the City Council, the proposed amendment of the budget is subject to protest, hearing on the protest, appeal to the state appeal board, and review by that body. A local budget must be amended by May 31 of the current fiscal year-to allow time for a protest hearing to be held and a decision to be rendered before June 30. Except as specifically provided elsewhere in the Iowa Administrative Code rules, all appropriation transfers between programs or funds are budget amendments and shall be prepared as provided in Iowa Code section 384.16. The program reference means any one of the following nine major areas of public service that the City Finance Committee requires cities in Iowa to use in defining its program structure: Public Safety, Public Works, Health & Social Services, Culture & Recreation, Community & Economic Development, General Government, Debt Service/Capital Improvement Projects, Business Type, and Non-Program.

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b> May 21, 2018
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<b>AGENDA ITEM:</b> Resolution 1713 – Amending the Current Budget for the Fiscal Year Ending June 30, 2018.
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<b>CITY GOAL:</b> Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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<b>PREPARED BY:</b> Gordon Edgar, Finance Director
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<b>DATE:</b> May 16, 2018
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**BACKGROUND:**

Budget estimates may be amended and increased as the need arises to permit appropriation and expenditure of unexpended cash balances on hand and unanticipated revenues. Such amendment may be considered and adopted at any time during the fiscal year covered by the budget (but prior to May 31) by filing the amendments and upon publishing them and giving notice of the public hearing in the manner required in the State Code. Within ten days of the decision or order of the City Council, the proposed amendment of the budget is subject to protest, hearing on the protest, appeal to the state appeal board, and review by that body. A local budget must be amended by May 31 of the current fiscal year-to allow time for a protest hearing to be held and a decision to be rendered before June 30. Except as specifically provided elsewhere in the Iowa Administrative Code rules, all appropriation transfers between programs or funds are budget amendments and shall be prepared as provided in Iowa Code section 384.16. The program reference means any one of the following nine major areas of public service that the City Finance Committee requires cities in Iowa to use in defining its program structure: Public Safety, Public Works, Health & Social Services, Culture & Recreation, Community & Economic Development, General Government, Debt Service/Capital Improvement Projects, Business Type, and Non-Program.

<b>STAFF RECOMMENDATION:</b> Approve Resolution – Move to Action
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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RESOLUTION 1713

**A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL  
YEAR ENDING JUNE 30, 2018**

FY18 Budget Amendment - See State Form

PASSED, APPROVED, AND ADOPTED this 21st day of May, 2018.

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk

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# 16-142

## CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2018 - AMENDMENT #2

To the Auditor of CEDAR & JOHNSON County, Iowa:

The City Council of West Branch in said County/Countries met on 5/21/2018

at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any, thereupon, the following resolution was introduced.

RESOLUTION No. 1713

### A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2018

(AS AMENDED LAST ON 12/18/2017.)

Be it Resolved by the Council of the City of West Branch

Section 1. Following notice published 5/10/2018

and the public hearing held, 5/21/2018 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1 1,635,553	0	1,635,553
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
<b>Net Current Property Taxes</b>	<b>3 1,635,553</b>	<b>0</b>	<b>1,635,553</b>
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 250,000	0	250,000
Other City Taxes	6 196,308	0	196,308
Licenses & Permits	7 41,897	0	41,897
Use of Money and Property	8 4,150	0	4,150
Intergovernmental	9 1,070,407	0	1,070,407
Charges for Services	10 1,082,074	0	1,082,074
Special Assessments	11 0	0	0
Macellaneous	12 40,910	0	40,910
Other Financing Sources	13 3,517,568	724,959	4,242,527
Transfers In	14 614,146	213,635	827,781
<b>Total Revenues and Other Sources</b>	<b>15 8,453,013</b>	<b>938,594</b>	<b>9,391,607</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	16 1,322,284	0	1,322,284
Public Works	17 479,776	0	479,776
Health and Social Services	18 0	0	0
Culture and Recreation	19 676,552	0	676,552
Community and Economic Development	20 132,770	0	132,770
General Government	21 188,457	20,000	208,457
Debt Service	22 513,908	175,000	688,908
Capital Projects	23 4,541,269	0	4,541,269
Total Government Activities Expenditures	24 7,855,016	195,000	8,050,016
Business Type / Enterprises	25 968,447	0	968,447
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26 8,823,463</b>	<b>195,000</b>	<b>9,018,463</b>
Transfers Out	27 614,146	213,635	827,781
<b>Total Expenditures/Transfers Out</b>	<b>28 9,437,609</b>	<b>408,635</b>	<b>9,846,244</b>
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29 -984,596	529,959	-454,637
Beginning Fund Balance July 1	30 2,598,163	0	2,598,163
<b>Ending Fund Balance June 30</b>	<b>31 1,613,567</b>	<b>529,959</b>	<b>2,143,526</b>

Passed this          day of                         

Signature  
City Clerk/Finance Officer

Signature  
Mayor



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b> May 21, 2018
-----------------------------------

<b>AGENDA ITEM:</b>	Resolution 1714 – 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>	May 16, 2018

**BACKGROUND:**

Transfer of Funds can be performed to transfer funds from one fund, account, or program to a different fund, account, or program. There must be an available fund balance or budget in the fund, account, or program being transferred from. The ending balance in both the ‘from’ fund, account, or program; and the ‘to’ fund, account, or program must be positive.

<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 1714**

**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	TIF	125	\$ 22,404.56	Transfer from TIF to Debt Service-Budgeted
T/I	Debt Service	226	\$ 22,404.56	Interest Series 2017
T/O	Local Option Sales Tax	121	\$ 15,143.33	Transfer from LOST to General Fund
T/I	Debt Service	226	\$ 15,143.33	Interest Series 2017
T/O	Local Option Sales Tax	121	\$ 160,000.00	Transfer from LOST to General Fund
T/I	Debt Service	226	\$ 160,000.00	Principal Series 2017
T/O	General Fund	001	\$ 13,777.55	Transfer from General Fund to Debt Service
T/I	Debt Service	226	\$ 13,777.55	CIP - Interest Series 2017
T/O	TIF	125	\$ 8,043.75	Transfer from TIF to Debt Service-
T/I	Debt Service	226	\$ 8,043.75	Acciona loan - interest

\*\*\*\*\*

**PASSED AND APPROVED** this 21st day of May, 2018

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

Attest:

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



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	May 21, 2018
<b>AGENDA ITEM:</b>	<b>First Reading, Ordinance 751</b> , Amending Chapter 69.08 entitled "No Parking Zone" (add 67) to prohibit Semi Truck and other parking on Tidewater Drive
<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>	Mike Horihan, Police Chief
<b>DATE:</b>	May 3, 2018

### BACKGROUND:

Tidewater drive is a narrow road that does not have street lights. It does have industrial type of traffic and is used by large trucks and semis. The city has received complaints where semis were parked on Tidewater, just East of Baker. This interferes with visibility and the traffic flow at that intersection. The businesses are well off the traveled portion of Tidewater Drive and this ordinance would not interfere with their business parking. Recommend the following gets added to our No Parking Ordinance.

69.08 No Parking Zones.

#### New provision

67. Both sides of Tidewater Dr. East of Baker Ave. Parking would be allowed during special events, when authorized by the City Council or the Chief of Police. (Example- Kites over West Branch)

<b>STAFF RECOMMENDATION:</b>	Seek Direction
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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**69.08 NO PARKING ZONES.** No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

*(Code of Iowa, Sec. 321.236 [1])*

1. The south side of Orange Street from Fourth to Sixth Streets;
2. The east side of Fourth Street from Main to the north City limits, and on the west side of Fourth Street except in the following instances:
  - A. The west side of Fourth Street from the north curb line of Main Street to a point north approximately 120 feet;
  - B. The west side of Fourth Street from the south curb line of the intersection of College and Fourth Street to a point approximately 260 feet to the south, between the hours of 5:00 p.m. and 8:00 a.m.; *(Ord. 642 - Aug. 08 Supp.)*
  - C. The west side of Fourth Street from a point 115 feet to the north of the north curb line of the intersection of College and Fourth Street to the intersection of Fourth Street and Orange Street.
3. The west side of Downey Street from the south line of Friends Church property, north to the north City limits, except that the west side parking will be permitted between the hours of 7:00 a.m. and 12:00 noon on Sunday.
4. The east side of Second Street from Main Street to Water Street.
5. The west side of Second Street from a point 100 feet south of the bridge to the south end of the street.
6. Both sides of South Downey Street from the south City limits, north to Water Street.
7. The west side of South Downey Street from Water Street north to its intersection with Wetherell Street.
8. The south side of Northside Drive from its intersection with North Downey Street if extended to Oliphant Street.
9. The south side of West Orange Street from its intersection with Downey Street west to the end of the street.
10. The east side of Oliphant Street from its intersection with Main Street north to the south line of the West Branch Community School District property.

11. The east side of Oliphant Street from its intersection with Orange Street to a point 150 feet south.
12. Both sides of Oliphant Street from Main Street north to the intersection of Orange Street from 12:00 a.m. to 6:00 a.m.
13. Both sides of Oliphant Street from Main Street to the football field.
14. The east side of South Poplar Street from its intersection with Main Street south to the end of the street.
15. The north side of Main Street from its intersection with Poplar Street west to Oliphant Street.
16. Both sides of West Main Street from Oliphant Street west to the City limits.
17. Both sides of East Main Street from the intersection with Fourth Street east to the City limits.
18. The west side of Poplar Street where it intersects with West Main Street to Wetherell Street.
19. The west side of Fifth Street from its intersection with Main Street north to its intersection with Orange Street.
20. The west side of Second Street from Main Street to College Street.
21. The south side of Cedar Street from the corner of Second Street South and Cedar Street, 56 feet to the west. Parking is allowed on the balance of the south side of the street.
22. The south side of Cookson Drive.
23. The west side of Fifth Street.
24. The west side of Sixth Street.
25. The south side of East Orange Street.
26. The south side of College Street that lies east of the C R I & P Railway right-of-way.
27. The south side of Green Street that lies east of the C R I & P Railway right-of-way.
28. The north side of College Street that lies west of the C R I & P Railway right-of-way.
29. The east side of North First Street that lies north of Green Street.

30. The south side of Wetherell Street.
31. The south side of West Main Street at its intersection with the west line of Oliphant Street extending east 180 feet. *(Ord. 550 – Jun. 02 Supp.)*
32. The west side of Foster Street.
33. The west side of Thomas Drive.
34. The west side of North Maple Street from its intersection with West Orange Street north to the cemetery entrance.
35. The south side of Northside Drive from Oliphant Street to Maple Street.
36. The west side of Oliphant Street that lies north of West Orange Street.
37. *(Deleted by Ordinance No. 550 – Jun. 02 Supp.)*
38. The south side of Water Street.
39. Both sides of Cookson Drive.
40. The east side of South Fourth from its intersection with Maple Street to Cookson Drive.
41. The north side of Cedar Street.
42. Both sides of North Poplar from its intersection with Main Street to the school property line.
43. Both sides of North Maple from its intersection with Orange Street to the school property line.
44. The north side of Cookson Drive from its intersection with First Street to Second Street.
45. Both sides of Parkside Drive.
46. The south side of Wetherell Street between Poplar and Downey.
47. On the north side of Wetherell Street from Poplar Street to Downey from 2:00 a.m. to 6:00 a.m.
48. The east side of North Downey from where Orange Street intersects with said North Downey, to the City limits.
49. Both sides of Thomas Drive from Main Street to the north curb line of Sagert Drive.
50. South of the gazebo on South Downey Street.
51. The west side of Sagert Drive.

52. The east side of Scott Drive. *(Ord. 515 – Sep. 99 Supp.)*
53. The outer edge of Bickford Drive.
54. Both sides of 300<sup>th</sup> Street.
55. Both sides of the two-way traffic street and the inside edge of the one-way street of Northridge Drive.
56. Beginning at a point 70 feet west of the east property line to a point ending 48 feet north of the south property line on the street side of Lot 39 of Northside 3<sup>rd</sup> Addition. *(Ord. 510 – Sep. 99 Supp.)*
57. West side of Pedersen Street from its intersection with West Main Street to its intersection with Hilltop Drive and the east side of Pedersen Street from its intersection with West Main Street to a point 70 feet north. *(Ord. 605 – Mar. 06 Supp.)*
58. The west side of Pedersen Street from its intersection with Hilltop Drive to its intersection with West Orange Street.
59. The south and west sides of Hilltop Drive from its intersection with Pedersen Street to its intersection with West Orange Street. *(Subsections 57-59 – Ord. 587 – Jul. 05 Supp.)*
60. Either side of Baker Avenue in corporate City limits from Interstate 80 to south corporate City limits. *(Ord. 609 – Mar. 06 Supp.)*
61. The south side of Sullivan Street from its intersection with Gilbert Drive west to the end of the street. *(Ord. 624 – Oct. 07 Supp.)*
62. The west side of Gilbert Drive from its intersection with Orange Street north to the end of the street. *(Ord. 624 – Oct. 07 Supp.)*
63. The west side of Greenview Drive from its intersection with Orange Street to the end of the street. *(Ord. 624 – Oct. 07 Supp.)*
64. Both sides of Council Street. *(Ord. 637 – Oct. 07 Supp.)*
65. The east side of Oliphant Street from the intersection with Orange Street extending north 125 feet. *(Ord. 684 – Feb. 13 Supp.)*
66. The north side of Greenview Drive beginning at the east property line of 5 Greenview Drive and extending west 320 feet. *(Ord. 724 – May 15 Supp.)*

**New provision**

67. Both sides of Tidewater Dr. East of Baker Ave. Parking would be allowed during special events, when authorized by the City Council or the Chief of Police. (Example-Kites over West Branch)

**ORDINANCE 751**

**ORDINANCE REGULATING NO PARKING ZONES.**

**WHEREAS**, the City of West Branch, Iowa has jurisdiction to establish Parking Regulations within the corporate limits of the City of West Branch; and

**WHEREAS**, No Parking Zones shall mean, no stop, stand, or parking of a vehicle in any of the following designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal; and

**WHEREAS**, the City Council has heretofore deemed it necessary and desirable to pass legislation regulating the no parking zones within the City.

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

1. Amendment. Section 69.08 of the Code of Ordinances is hereby adding subsection sixty-Seven (67) with the following:

67. Both sides of Tidewater Dr. East of Baker Ave. Parking would be allowed during special events, when authorized by the City Council or the Chief of Police. (Example- Kites over West Branch)

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

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

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

First reading: May 21, 2018

Second reading: June 4, 2018

Third Reading: June 25, 2018

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Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, Deputy City Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	May 21, 2018
<b>AGENDA ITEM:</b>	First Reading, Ordinance 751, Amending Chapter 76 entitled “Bicycle Regulations” (amending subsections 02, 10, 11 and 14) to include the “Operation of Skate Boards”.
<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>	Mike Horihan, Police Chief
<b>DATE:</b>	May 3, 2018

**BACKGROUND:**

We are trying to get a handle on kids ridding skateboards and riding bicycles at night. Thinking of a \$65.00 dollar fine, and would be handled as an unscheduled simple misdemeanor.

<b>STAFF RECOMMENDATION:</b>	Seek Direction
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## CHAPTER 76

### BICYCLE REGULATIONS

76.01 Scope of Regulations	76.08 Carrying Articles
76.02 Traffic Code Applies	76.09 Riding on Sidewalks
76.03 Double Riding Restricted	76.10 Towing
76.04 Two Abreast Limit	76.11 Improper Riding
76.05 Bicycle Paths	76.12 Parking
76.06 Speed	76.13 Equipment Requirements
76.07 Emerging from Alley or Driveway	76.14 Special Penalty

**76.01 SCOPE OF REGULATIONS.** These regulations shall apply whenever a bicycle is operated upon any street or upon any public path set aside for the exclusive use of bicycles, subject to those exceptions stated herein.

*(Code of Iowa, Sec. 321.236 [10])*

Added Language

**76.02 TRAFFIC CODE APPLIES.** Every person riding a bicycle or using a skateboard or in-line skates upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the traffic code of the City applicable to the driver of a vehicle, except as to those provisions which by their nature can have no application. Whenever such person dismounts or stops from a bicycle or using the skateboard or in-line skates, the person shall be subject to all regulations applicable to pedestrians.

Skateboards and in-line skates shall not be allowed on city Streets, 20 minutes before dusk till 30 minutes after dawn.

*(Code of Iowa, Sec. 321.234) /*

**76.03 DOUBLE RIDING RESTRICTED.** A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

*(Code of Iowa, Sec. 321.234 [3 and 4])*

**76.04 TWO ABREAST LIMIT.** Persons riding bicycles upon a roadway shall not ride more than two (2) abreast except on paths or parts of roadways set aside for the exclusive use of bicycles. All bicycles ridden on the roadway shall be kept to the right and shall be operated as near as practicable to the right-hand edge of the roadway.

*(Code of Iowa, Sec. 321.236 [10])*

**76.05 BICYCLE PATHS.** Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway.

*(Code of Iowa, Sec. 321.236 [10])*

**76.06 SPEED.** No person shall operate a bicycle at a speed greater than is reasonable and prudent under the conditions then existing.

*(Code of Iowa, Sec. 321.236 [10])*

**76.07 EMERGING FROM ALLEY OR DRIVEWAY.** The operator of a bicycle emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

*(Code of Iowa, Sec. 321.236 [10])*

**76.08 CARRYING ARTICLES.** No person operating a bicycle shall carry any package, bundle or article which prevents the rider from keeping at least one hand upon the handle bars.

*(Code of Iowa, Sec. 321.236 [10])*

**76.09 RIDING ON SIDEWALKS.** The following shall apply to riding bicycles and skateboards on sidewalks:

1. Business District. No person shall ride a bicycle or skateboard upon a sidewalk within the Business District, as defined in Section 60.02(1) of this Code of Ordinances.

*(Code of Iowa, Sec. 321.236 [10])*

2. Other Locations. When signs are erected on any sidewalk or roadway prohibiting the riding of bicycles and skateboards thereon by any person, no person shall disobey the signs.

*(Code of Iowa, Sec. 321.236 [10])*

3. Yield Right-of-way. Whenever any person is riding a bicycle or skateboard upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing.

*(Code of Iowa, Sec. 321.236 [10])*

**76.10 TOWING.** It is unlawful for any person riding a bicycle, skateboard or in-line skates to be towed or to tow any other vehicle upon the streets of the City.

**76.11 IMPROPER RIDING.** No person shall ride a bicycle, skateboard or inline skates in an irregular or reckless manner such as zigzagging, stunting, speeding or otherwise so as to disregard the safety of the operator or others.

**76.12 PARKING.** No person shall park a bicycle upon a street other than upon the roadway against the curb or upon the sidewalk in a rack to support the bicycle or against a building or at the curb, in such a manner as to afford the least obstruction to pedestrian traffic.

*(Code of Iowa, Sec. 321.236 [10])*

**76.13 EQUIPMENT REQUIREMENTS.** Every person riding a bicycle shall be responsible for providing and using equipment as provided herein:

1. **Lamps Required.** Every bicycle when in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least three hundred (300) feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of three hundred (300) feet to the rear except that a red reflector on the rear, of a type which shall be visible from all distances from fifty (50) feet to three hundred (300) feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle, may be used in lieu of a rear light.

*(Code of Iowa, Sec. 321.397)*

2. **Brakes Required.** Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

*(Code of Iowa, Sec. 321.236 [10])*

**76.14 SPECIAL PENALTY.** Any person violating the provisions of this chapter may, in lieu of the scheduled fine for bicyclists, skateboarders, or in-line skates or standard penalty provided for violations of the Code of Ordinances, allow the person's bicycle to be impounded by the City for not less than five (5) days for the first offense, ten (10) days for a second offense and thirty (30) days for a third offense.

Added Language

## ORDINANCE 752

### ORDINANCE AMENDING BICYCLE REGULATIONS.

**WHEREAS**, the City of West Branch, Iowa has jurisdiction to establish Bicycle Regulations within the corporate limits of the City of West Branch; and

**WHEREAS**, Bicycle Regulations shall apply whenever a bicycle is operated upon any street or upon any public path set aside for the exclusive use of bicycles, subject to those exceptions stated herein; and

**WHEREAS**, the intent of this amendment is not change the regulations regarding bicycling rather it is to include regulations related to the various forms of Skateboarding.

**WHEREAS**, the City Council has heretofore deemed it necessary and desirable to pass legislation regulating the bicycle and skateboard within the City.

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

1. Amendment. Section 76.02, 76.10, 76.11, and 76.14 of the Code of Ordinances is hereby amending section seventy (70) with the following:

**76.02 TRAFFIC CODE APPLIES.** Every person riding a bicycle or using a skateboard or in-line skates upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the traffic code of the City applicable to the driver of a vehicle, except as to those provisions which by their nature can have no application. Whenever such person dismounts or stops from a bicycle or using the skateboard or in-line skates, the person shall be subject to all regulations applicable to pedestrians. Skateboards and in-line skates shall not be allowed on city Streets, 20 minutes before dusk till 30 minutes after dawn.

*(Code of Iowa, Sec. 321.234)*

**76.10 TOWING.** It is unlawful for any person riding a bicycle, skateboard or in-line skates to be towed or to tow any other vehicle upon the streets of the City.

**76.11 IMPROPER RIDING.** No person shall ride a bicycle, skateboard or inline skates in an irregular or reckless manner such as zigzagging, stunting, speeding or otherwise so as to disregard the safety of the operator or others.

**76.14 SPECIAL PENALTY.** Any person violating the provisions of this chapter may, in lieu of the scheduled fine for bicyclists, skateboarders, or in-line skates or standard penalty provided for violations of the Code of Ordinances, allow the person's bicycle to be impounded by the City for not less than five (5) days for the first offense, ten (10) days for a second offense and thirty (30) days for a third offense.

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

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

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

First reading: May 21, 2018

Second reading: June 4, 2018

Third Reading: June 25, 2018

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Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, Deputy City Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	May 21, 2018
<b>AGENDA ITEM:</b>	First Reading, Ordinance 753 Amending Chapter 65 entitled “Stop or Yield Required” to add subsection (57) for a four way stop at the intersection of Orange Street and Ridge View Drive.
<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>	Mike Horihan, Police Chief
<b>DATE:</b>	May 3, 2018

**BACKGROUND:**

With the construction of new homes and with an addition of a new intersection, a four way stop at the intersection of Orange St. and Ridge View Drive is required.

Adding to Chapter 65.02 Stop Required would include this four way stop. The following language would be added:

Every driver of a vehicle shall stop before entering an intersection as required herein:

- 57. On Orange St and Ridge View Dr. at the intersection of Ridge View Dr. and Orange St.

<b>STAFF RECOMMENDATION:</b>	Seek Direction
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## CHAPTER 65

### STOP OR YIELD REQUIRED

65.01 Through Streets - Stop  
65.02 Stop Required  
65.03 Moveable Stops

65.04 Stop Before Crossing Sidewalk  
65.05 Stop When Traffic Is Obstructed  
65.06 Yield to Pedestrians in Crosswalks

**65.01 THROUGH STREETS - STOP.** Every driver of a vehicle shall stop, unless a yield is permitted by this chapter, before entering an intersection with the following designated through streets.

*(Code of Iowa, Sec. 321.345)*

1. Fourth Street from its intersection with Main Street to the north corporation line.
2. Main Street from the east corporation line to the west corporation line.

**65.02 STOP REQUIRED.** Every driver of a vehicle shall stop before entering an intersection as required herein:

*(Code of Iowa, Sec. 321.345)*

1. Cedar Street at its intersection with Second Street.
2. Cedar Street at its intersection with Parkside Drive.
3. Library Street at its intersection with Parkside Drive.
4. Water Street parking lot at its intersection with Parkside Drive.
5. Water Street parking lot at its intersection with Second Street.
6. Federal Office Building parking lot at its intersection with Parkside Drive.
7. Parkside Drive at its intersection with Main Street.
8. First Street at its intersection with College Street.
9. Second Street at its intersection with College Street.
10. Fifth Street at its intersection with College Street.
11. South Maple Street where the said street intersects Second Street.
12. Wetherell Street where the said street intersects Poplar Street.
13. Orange Street, College Street and Green Street where said streets intersect North Sixth Street.

14. Green Street on both the east and west approach to its intersection with North Fifth Street.
15. Northside Drive on both the east and west approach to its intersection with Oliphant Street.
16. Green View Drive at its intersection of County Line Road.
17. County Line Road at its intersection with Main Street.
18. Oliphant Street at its approach to its intersection with North Downey Street.
19. Green Street at its approach to its intersection with North Second Street.
20. Green Street at its approach to its intersection with North First Street.
21. Orange Street on the east approach to its intersection with North Maple Street.
22. Main Street on both the east and west approach to its intersection with First Street and Parkside Drive.
23. First Street at its intersection with Main Street.
24. Sagert Drive at its intersection with Thomas Drive.
25. Scott Drive at its intersection with Main Street.
26. The western-most entrance of Bickford Drive at its intersection with 350<sup>th</sup> Street in Johnson County.
27. North Fourth Street on both the north and south approach to its intersection with College Street.
28. The southbound lane of Cedar-Johnson County Road at the intersection of 350<sup>th</sup> Street in Johnson County.
29. The entrance to Northridge Drive at its intersection to North Fourth Street.
30. 350<sup>th</sup> Street at its intersection with Cedar-Johnson Road.
31. The eastern-most entrance of Bickford Drive at its intersection with 350<sup>th</sup> Street.
32. College Street at its intersection with North Downey Street.
33. At the intersection of Northridge Drive and the end of the one-way portion of Northridge Drive located on the northwest corner of Lot 1, Northridge Subdivision.

34. At the intersection of County Road X-30 and 300<sup>th</sup> Street.
35. Lancaster Lane at its intersection with East Orange Street.
36. North Fifth Street at its intersection with East Orange Street.
37. Pedersen Street at its intersection with West Main Street.
38. Northside Drive at its intersection with North Maple Street.
39. North Maple at its intersection with West Orange Street.
40. West Orange at its intersection with North Maple.
41. Orange Street on both the east and west approach to its intersection with Scott Drive. *(Ord. 519 – Mar. 00 Supp.)*
42. Scott Drive on both the north and south approach to its intersection with Orange Street. *(Ord. 519 – Mar. 00 Supp.)*
43. Crestview Drive at its intersection with Oliphant Street. *(Ord. 560 – Mar. 03 Supp.)*
44. Pedersen Street at its intersection with West Orange Street.
45. Hilltop Drive at its intersection with West Orange Street.
46. Hilltop Drive at its intersection with Pedersen Street. *(Subsections 44-46 – Ord. 586 – Jul. 05 Supp.)*
47. Sullivan Street at its intersection with Gilbert Drive.
48. Gilbert Drive at its intersection with West Orange Street.
49. Ohrt Street at its intersection with West Orange Street.
50. Greenview Drive at its intersection with West Orange Street.
51. Greenview Drive on both the north and south approach to its intersection with Sullivan Street.
52. Sullivan Street on both the east and west approach to its intersection with Greenview Drive. *(Subsections 47-52 – Ord. 608 – Mar. 06 Supp.)*
53. Beranek Drive at its intersection with South Second Street. *(Ord. 633 – Oct. 07 Supp.)*
54. Council Street at its intersection with County Road X-30. *(Ord. 633 – Oct. 07 Supp.)*
55. The northbound lane of Oliphant Street at its intersection with Orange Street. *(Ord. 699 – Feb. 13 Supp.)*
56. Main Street on both the east and west approach to its intersection with Oliphant Street. *(Ord. 713 – May 15 Supp.)*

Added Language

57. On Orange St and Ridge View Dr. at the intersection of Ridge View Dr. and Orange St.

**ORDINANCE 753**

**ORDINANCE REGULATING STOP OR YIELD REQUIRED**

**WHEREAS**, the City of West Branch, Iowa has jurisdiction to establish and designate Stop and /or Yield on through streets; and

**WHEREAS**, Stop or Yield required shall mean, every driver of a vehicle shall stop unless a yield is permitted by this ordinance before entering an intersection identified in this ordinance; and

**WHEREAS**, the City Council has heretofore deemed it necessary and desirable to pass legislation regulating the no parking zones within the City.

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

1. Amendment. Section 65.02 of the Code of Ordinances is hereby adding subsection fifty-Seven (57) with the following:

57. On Orange St and Ridge View Dr. at the intersection of Ridge View Dr. and Orange St.

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

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

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

First reading: May 21, 2018

Second reading: June 4, 2018

Third Reading: June 25, 2018

---

Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, Deputy City Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b> May 21, 2018
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<b>AGENDA ITEM:</b>	Motion to Approve Simply Summer Special Event Application
<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>	May 16, 2018

**BACKGROUND:**

The Simply Summer Special Event Permit Application from CDG on 5/3/2018 and it was reviewed by City Staff on 5/8/2018. CDG would like to use Lions Park for campfire songs and roasting marshmallows. They intend to use a small commercial above ground fire pits. They will not have the pits on the playing surface of the field. CDG has applied for the burn permit. CDG intends to have campfire songs and the marshmallow roast portion of the event wrapped up around 8pm. This activity is of course is dependent on weather conditions.

Manda Frauenholz is coordinating the event for CDG. We had several conversations prior to the Special Event Application permit being submitted. Beranek Park was their first location request however it was not available due to graduation parties using the shelter. Wapsi Park was also discussed as a possibility, but ultimately Lions Field was chosen due to the working bathrooms and proximity to water.

While the 90 day deadline was missed, I feel confident there request will have minimal impact on City services and departments. The required burn permit has been approved.

<b>STAFF RECOMMENDATION:</b> Seek Direction
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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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**Special Event Permit Application**

Event Title/Name: Simply Summer  
 Event Organization: WBCBG Phone: \_\_\_\_\_  
 Organization Address: \_\_\_\_\_ Tax ID #: 116997326  
 City: West Branch State: Ia Zip Code: 52358  
 Event Website: \_\_\_\_\_ Event Email: \_\_\_\_\_  
 Event Coordinator Name and Title: Maria Frauenholz / Kevin Rogers  
 Event Coordinator Email: heritagemerchantswbc@gmail.com  
 Event Coordinator Cell Number: 319 325 6486  
 Event Coordinator Address: Box 205  
 City: West Branch State: Ia Zip Code: 52358  
 Description of Event: Community event Celebrating Summer

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

Heritage Square 11-1 Lions field - All Day -> Saturday June 2<sup>nd</sup>

Event set up will begin: (date, day of the week and time)	Event will begin: (date, day of the week, and time)	Event will end: (date, day of the week, and time)	Removal and clean-up will be completed: (date, day of the week, and time)
<u>6/2 Saturday 8am</u>	<u>Saturday 4pm</u>	<u>6/3 Sunday noon</u>	<u>Sunday noon</u>

Maximum Number of Participants: 50-150 Maximum Number of Vehicles: ?

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

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

Will alcohol be permitted or sold? no Organizers are responsible for insuring all permits have been obtained and all laws and regulations are followed.

Has all approval from non-city agencies (such as NPS, Johnson County, Cedar County, WBCSD) been granted? \_\_\_\_\_  
 Please list other agencies involved. CDG is aware & involved.

Traffic Control Plan (please attach diagram): N/A



Public Notification Plan: Facebook, newspaper

Amplified Sound/Noise Plan: NO loud music will be played  
Campfire songs w/ guitar - no amplifier will be used

Site Plan/Race Course Map (please attach diagram): N/A

Security Plan: 2 volunteer fire fighters will be on site during  
Smoke's + fire pit time

Restoration Plan: Seeding as necessary from fire pits

Trash Management Plan: Trash cans + recycling containers will be out  
and Manda will take ~~to~~ to Heritage Merchants

Restroom Plan: use of facilities on site and will bring toiletries

Signs/Banner Plan: N/A

Insurance policy: Waiting for a full event schedule from lead Bonnetts (ordinate)

Signature: [Signature] Date: 5/1/18 -(Kean Rogers)

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

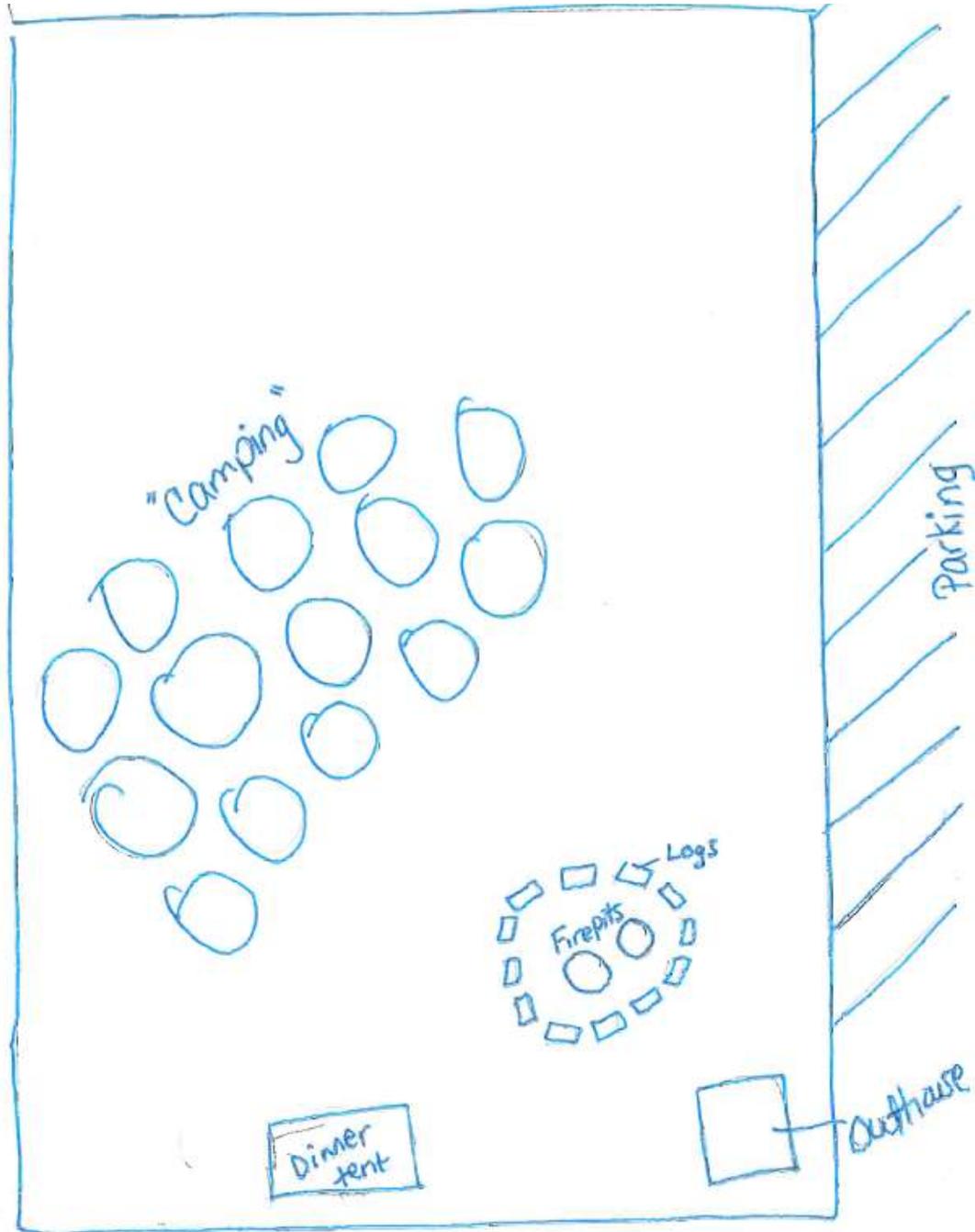
Return completed form to: West Branch City Office, PO Box 218 or 110 N. Poplar St., West Branch, IA 52358.

Please contact Parks and Recreation Director Melissa Russell with any questions 319-930-0393 or melissa@westbranchiowa.org.

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# Site Plan

Lions Field Park



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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	May 21, 2018
<b>AGENDA ITEM:</b>	Discussion Item: Hoover Hometown Days Update and Schedule .
<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>	May 17, 2018

### BACKGROUND:

Hoover's Hometown Days Committee continues to meet monthly to plan the event. The events will be finalized after the June 7, 2018 Hoover's Hometown Days Committee Meeting. Events are added to the website at <https://hooverdays.org/> as they are confirmed.

<b>STAFF RECOMMENDATION:</b>	Discussion / Seek Direction
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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### Friday August 3rd

Start	End	Name	Location
4:00 PM	6:00 PM	Youth Hoover-ball Tournament	Village Green
4:00 PM	8:00 PM	History on the Move	TBD
5:00 PM	8:00 PM	Music - DJ NYJ	Village Green
6:00 PM	12:00 AM	Firefighters serving hamburgers/hot dogs/brats	West Branch Fire Station
6:00 PM		Lions' Pedal Tractor Pull	2nd St. by the West Branch Fire Station
6:00 PM		Doubles "Fire in the Hole" Bag Tournament	West Branch Fire Station
6:00 PM	12:00 AM	Beer Tent	West Branch Fire Station
8:00 PM	12:00 AM	Music - Swing Crew	West Branch Fire Station

### Saturday August 4th

Start	End	Name	Location
8:00 AM	9:00 AM	Hoover-Ball Registration	Hoover Ball Courts
8:00 AM	9:00 AM	5K Fergalicious Foot Race	West Branch Fire Station
9:00 AM	5:00 PM	First Aid / Information Both	Village Green
9:00 AM	7:00 PM	Hoover-Ball Championship Games	Hoover-Ball Courts
10:00 AM		Mayor's Parade	Parade Route
10:00 AM	8:00 PM	History on the Move	TBD
11:00 AM	12:00 PM	Firefighters serving hamburgers/hot dogs/brats	West Branch Fire Station
11:00 AM	3:00 PM	RU Racing - Race Car Simulator	Corner of Main St. and Downey
11:00 AM	4:00 PM	Exhibitors on NPS Vendors Area and Main St.	NPS Vendors Area & Main St.
11:00 AM	8:00 PM	Inflatable rides and games for kids of all ages	Village Green
11:00 AM	12:00 AM	Beer Tent	West Branch Fire Station
11:00 AM	12:00 PM	Jessa and the Reps	Main Street Stage
11:30 AM	12:30 AM	Abraham Lincoln	National Park - Chautauqua Tent
12:00 AM	4:00 PM	Pony Go Round Pony Rides	Corner of Main St. and Downey
12:30 PM	1:15 PM	Hanson Family Jugglers	Main Street Stage
1:00 PM	3:00 PM	Booster Bingo	West Branch Fire Station
1:30 PM	2:30 PM	Mark Twain	National Park - Chautauqua Tent
2:00 PM		Water Ball Fights	2nd St. by the West Branch Fire Station
2:00 PM	2:00 PM	Purdy River Band	Main Street Stage
2:00 PM	5:00 PM	IC Balloons - Balloon Animals	Village Green
3:00 PM	4:00 PM	Smith Studio Jazz with Suzanne Smith	National Park - Chautauqua Tent
4:00 PM	7:00 PM	Hawkeye Photo Booth	Village Green
4:30 PM	7:00 PM	Fire Fighter's Pork Dinner	West Branch Fire Station
6:00 PM	7:30 PM	Hymn Sing and Pie & Ice Cream Social	West Branch Friends Church
8:15 PM	8:30 PM	Closing Ceremony	Hoover Stage
8:30 PM	9:30 PM	Music	Hoover Stage
8:00 PM	12:00 AM	Music - Adam Keith	West Branch Fire Station
9:30 PM	10:00 PM	Fireworks	Hoover Stage

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	May 21, 2018
<b>AGENDA ITEM:</b>	Resolution 1715 – A Resolution Approving Various Contracts for the Hoover Hometown Days Celebration in the Amount of \$800.
<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
<b>DATE:</b>	May 17, 2018

**BACKGROUND:**

Jessa and the Reps will perform on the Main Street Stage on Saturday August 4th from 11am-12pm for a fee of \$200. They are a family friendly cover band.

Purdee River Band will perform on the Main Street Stage from 2pm-3pm on Saturday August 4<sup>th</sup> from 2pm-3pm for a fee of \$600. They are a Blue Grass Band

The total fee for the Jessa and the Rips and Purdee River band will total \$800.

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

*"Turning Vision Into Reality is our Business"*

City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of MARCH 12, 2018 between The City of West Branch ("City") and FURDY RIVER BAND (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at WEST BRANCH, IA (the "Venue"), located at the address \_\_\_\_\_.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address \_\_\_\_\_, on the 4th day of AUGUST, 2018, from 2 p.m. to 3 p.m.

2. **Description of Show.** BLUEGRASS MUSIC SHOW

Show will last of a minimum of 60 minutes.

3. **Payment.** Compensation for the Show will be \$600 dollars, payable by CHECK being the "Fee." The whole of the Fee is due immediately following the Performer's Show. Up to 50% of the Fee may be requested by the Performer as a deposit prior to the performance.

4. **Cancellation.** Cancellation may be made by City before two days prior to the time of Show. The City is unable and therefore will not pay funds if the Show is not performed for any reason.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of the Performer, the deposit of Fee will be non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Food and Drink.** The Performer is responsible for providing all food and drink required to complete the performance.

7. **Parking.** the City will secure sufficient parking for the Performer's personnel and equipment transportation within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

8. **Sound Systems Check.** A sound check conducted by the Performer of Venue's sound system is required, at a time to be mutually arranged between the Performer and the City.

9. **Insurance, Security, Health, and Safety.** The Performer is required to have Proof of Insurance provided to the City at the time that this contract is signed. Insurance documents must show coverage for any and all damage to equipment as well as any personal injury that may be incurred as a result of the scheduled Show. The City warrants that the Venue will be of

sufficient size to safely conduct Show, that the Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

10. **Indemnification.** The City indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by Show attendees. The Performer indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

11. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

12. **Interpretation.** Agreement will be interpreted according to the laws of Iowa.

13. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to the Performer or City, as judged by the City. All riders must be in writing and signed by the party against whom enforcement is sought.

14. **Video/Photography.** The City reserves the right to record and photograph the show for use for publicity and use on the local Cable Access Channel. Attribution will be given to performers when used on the local channel.

The below-signed the Performer Representative warrants s/he has authority to enforceably sign this agreement for the Performer in its entirety. The below signed the City's Representative warrants s/he has authority to bind the City and Venue (above).

Signature of the Performer Representative: Charles J. Lahr

Performer's Representative typed name and title: CHARLES J. LAHR - BAND LEADER

Performer's typed name: CHARLES J. LAHR

Performer's Address: 116 UNGS Ct, MANCHESTER, IA 52057

Performer's Phone #: 563-929-0771

City's Representative Signature: \_\_\_\_\_

City's Representative typed name and title: \_\_\_\_\_

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## City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of May 3, 2018 between The City of West Branch ("City") and Jessa and the Reps (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at Hoover's Hometown Days (the "Venue"), located at the address Main Street, West Branch.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address Main Street West Branch on the 4<sup>th</sup> day of August 2018 from 11:00 to 12:00.

2. **Description of Show.** cover band – family friendly

Show will last of a minimum of 60 minutes.

3. **Payment.** Compensation for the Show will be \$200 dollars, payable to Nicholas Hippert; being the "Fee." The whole of the Fee is due immediately following the Performer's Show. Up to 50% of the Fee may be requested by the Performer as a deposit prior to the performance.

4. **Cancellation.** Cancellation may be made by City before two days prior to the time of Show. The City is unable and therefore will not pay funds if the Show is not performed for any reason.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of the Performer, the deposit of Fee will be non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Food and Drink.** The Performer is responsible for providing all food and drink required to complete the performance.

7. **Parking.** the City will secure sufficient parking for the Performer's personnel and equipment transportation within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

8. **Sound Systems Check.** A sound check conducted by the Performer of Venue's sound system is required, at a time to be mutually arranged between the Performer and the City.

9. **Insurance, Security, Health, and Safety.** The Performer is required to have Proof of Insurance provided to the City at the time that this contract is signed. Insurance documents must show coverage for any and all damage to equipment as well as any personal injury that may be incurred as a result of the scheduled Show. The City warrants that the Venue will be of sufficient size to safely conduct Show, that the Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

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10. **Indemnification.** The City indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by Show attendees. The Performer indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

11. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

12. **Interpretation.** Agreement will be interpreted according to the laws of Iowa.

13. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to the Performer or City, as judged by the City. All riders must be in writing and signed by the party against whom enforcement is sought.

14. **Video/Photography.** The City reserves the right to record and photograph the show for use for publicity and use on the local Cable Access Channel. Attribution will be given to performers when used on the local channel.

The below-signed the Performer Representative warrants s/he has authority to enforceably sign this agreement for the Performer in its entirety. The below signed the City's Representative warrants s/he has authority to bind the City and Venue (above).

Signature of the Performer Representative: 

Performer's Representative typed name and title: Nicholas Hippert

Performer's typed name: Jessa and The Reps

Performer's Address: 1119 Pine St Iowa City, IA 52240

Performer's Phone #: 319-471-7399

City's Representative Signature: \_\_\_\_\_

City's Representative typed name and title: \_\_\_\_\_

**RESOLUTION 1715**

**RESOLUTION APPROVING VARIOUS CONTRACTS FOR THE HOOVER'S  
HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$800.**

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

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

**WHEREAS**, The Purdy River Band primarily does original music written by Chuck Lahr in the traditional and contemporary style of bluegrass along with classic standards, instrumentals and gospel; and

**WHEREAS**, Jessa and the Reps are described as a MediRevv band that is home grown and is a local favorite who love performing at the Hoover Hometown Venue; and

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

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

**Passed and Approved this 21<sup>th</sup> day of May, 2018.**

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b> May 21, 2018
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<b>AGENDA ITEM:</b> Resolution 1716 – A Resolution Approving Engineering Services Agreement for 2018-2019 Bridge Inspection and Rating.
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<b>CITY GOAL:</b> Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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<b>PREPARED BY:</b> Dave Schechinger, Veenstra & Kimm, Inc.
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<b>DATE:</b> May 17, 2018
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**BACKGROUND:**

- A) Routine inspection of one (1) bridge in 2018 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.  
FHWA 012380, College Street over West Branch Wapsinonic Creek
  
- B) Load rating of one (1) culvert in 2018 as required by the Iowa Department of Transportation.  
FHWA 505415, Orange Street over Drainage Ditch
  
- C) Routine inspection of five (5) bridge and culvert structures in 2019 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.  
FHWA 012371, Main Street over West Branch Wapsinonic Creek  
FHWA 012380, College Street over West Branch Wapsinonic Creek  
FHWA 018431, Main Street over Drainage Ditch  
FHWA 102161, 300<sup>th</sup> Street over West Branch Wapsinonic Creek  
FHWA 505415, Orange Street over Drainage Ditch  
And load rating and scour analysis of new replacement bridge.  
FHWA 012380, College Street over West Branch Wapsinonic Creek

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

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

<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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**RESOLUTION 1716**

**A RESOLUTION APPROVING ENGINEERING SERVICES AGREEMENT FOR  
2018-2019 BRIDGE INSPECTION AND RATING.**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "CITY," and Veenstra & Kimm, Inc., an Iowa Corporation, 3000 Westown Parkway, West Des Moines, IA 50266, hereinafter referred to as the "CONSULTANT."

**WHEREAS**, the CITY desires to have five (5) bridge and culvert structures inspected for the years 2018 and 2019 and one structure rated as required by the Iowa Department of Transportation, referred to as the "Project"; and

**WHEREAS**, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services to complete the Project; and

**WHEREAS**, the CONSULTANT is qualified and capable of supplying said engineering services for a total fee not to exceed Three Thousand Four Hundred Dollars (\$3,400).

**WHEREAS**, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to complete the Project for a total consulting fee not to exceed Three Thousand Four Hundred Dollars (\$3,400) under the terms and conditions set forth below.

**NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION  
HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:**

**I. SCOPE OF SERVICES.**

The CONSULTANT shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

**II. TIME OF COMPLETION.**

The CONSULTANT shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The CONSULTANT does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the CONSULTANT to timely render and perform services hereunder shall constitute a material breach of this Agreement.

### III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

#### **IV. COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not to exceed Three Thousand Four Hundred Dollars (\$3,400). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

#### **V. INDEMNIFICATION.**

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

#### **VI. HAZARDOUS MATERIALS.**

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

#### **VII. INTERPRETATION.**

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

**VIII. SURVIVAL.**

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

**IX. CONTROLLING LAW.**

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

**X. HEADINGS.**

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

**XI. SEVERABILITY.**

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XII. AUTHORITY.**

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**XIII. FINAL AGREEMENT.**

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the **PROJECT**, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

**ACCEPTED & AGREED:**

**VEENSTRA & KIMM, INC.**

**CITY OF WEST BRANCH, IOWA**

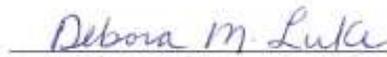


\_\_\_\_\_  
An Authorized Representative

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

**ATTEST:**

**ATTEST:**

  
\_\_\_\_\_  
An Authorized Representative

\_\_\_\_\_  
City Clerk

**ENGINEERING SERVICES AGREEMENT**  
**2018-2019 BRIDGE INSPECTION AND RATING**  
**WEST BRANCH, IOWA**

**EXHIBIT "A"**

**SCOPE OF SERVICES:**

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

- A) Routine inspection of one (1) bridge in 2018 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.  
FHWA 012380, College Street over West Branch Wapsinonic Creek
- B) Load rating of one (1) culvert in 2018 as required by the Iowa Department of Transportation.  
FHWA 505415, Orange Street over Drainage Ditch
- C) Routine inspection of five (5) bridge and culvert structures in 2019 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.  
FHWA 012371, Main Street over West Branch Wapsinonic Creek  
FHWA 012380, College Street over West Branch Wapsinonic Creek  
FHWA 018431, Main Street over Drainage Ditch  
FHWA 102161, 300<sup>th</sup> Street over West Branch Wapsinonic Creek  
FHWA 505415, Orange Street over Drainage Ditch  
and  
load rating and scour analysis of new replacement bridge.  
FHWA 012380, College Street over West Branch Wapsinonic Creek

## ENGINEERING SERVICES AGREEMENT

### 2018-2019 BRIDGE INSPECTION AND RATING WEST BRANCH, IOWA

#### EXHIBIT "B"

#### TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

- A) Routine inspection of one (1) bridge in 2018 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.  
Inspection completed in June of 2018, entry and approval in SIIMS by October 1, 2018.
- B) Load rating of one (1) culvert structure as required by the Iowa Department of Transportation.  
Completed by October 1, 2018
- C) Routine inspection of five (5) bridge and culvert structures in 2019 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.  
Load rating and scour analysis of one (1) bridge.  
Inspection completed in June of 2019, entry and approval in SIIMS by October 1, 2019. Load rating and scour analysis completed by October 1, 2019.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

## ENGINEERING SERVICES AGREEMENT

### 2018-2019 BRIDGE INSPECTION AND RATING WEST BRANCH, IOWA

#### EXHIBIT "C"

#### COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

- A) The fee for routine inspection of one (1) bridge in 2018 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base shall be the lump sum fee of Four Hundred Fifty Dollars (\$450);
  
- B) The fee for load rating of one (1) culvert structure as required by the Iowa Department of Transportation shall be the lump sum fee of Four Hundred Dollars (\$400);
  
- C) The fee for routine inspection of five (5) bridge and culvert structures in 2019 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base and load rating and scour analysis of one (1) bridge structure shall be the lump sum fee of Two Thousand Five Hundred Fifty Dollars (\$2,550);

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

**ENGINEERING SERVICES AGREEMENT**

**2018-2019 BRIDGE INSPECTION AND RATING  
WEST BRANCH, IOWA**

**EXHIBIT "D"**

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b> May 21, 2018
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<b>AGENDA ITEM:</b> Resolution 1717 – Approving the Main Street Iowa Program Agreement.
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<b>CITY GOAL:</b> Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
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<b>PREPARED BY:</b> Kevin Rogers, Main Street West Branch
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<b>DATE:</b> May 18, 2018
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**BACKGROUND:**

There has been a long standing agreement between the Iowa Economic Development Authority, Main Street West Branch and the City of West Branch for the purpose of continuing the Main Street Iowa program in West Branch.

The attached agreement is a continuance in this regard.

<b>STAFF RECOMMENDATION:</b> Approve Resolution – Move to Action
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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## Main Street Iowa Program Agreement

Agreement Number: PS2019 -G300-51

Effective Dates: July 1, 2018 – December 31, 2019

Agreement between the Iowa Economic Development Authority, the City of West Branch, and Friends of Historic Downtown West Branch / DBA West Branch Community Development Group for the purpose of continuing the Main Street Program in West Branch.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of West Branch herein referred to as the "City", and Friends of Historic Downtown West Branch / DBA West Branch Community Development Group herein referred to as the Local Main Street Program".

WHEREAS, The City and Local Main Street Program established a partnership with IEDA in 2006 and desires that the program continue; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

### SECTION I. The Local Main Street Program agrees to:

1. Maintain the local program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
2. Employ a paid part-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. The Local Main Street Program and City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible. A copy of which is to be provided to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide Main Street Iowa electronic (via email, web cloud, etc.) examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve Main Street America National Accreditation at a minimum once every two years. Not achieving Main Street America accreditation at a minimum once every two years will result in termination of this agreement and loss of recognition as a Main Street Program. Details of Main Street America National Accreditation Standards of Performance can be found on the Main Street America website: [www.mainstreet.org](http://www.mainstreet.org)

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9. Participate, as required by Main Street Iowa, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America accreditation, the Local Main Street Program must have representation at both days, in their entirety, of the three (3) training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired Executive Director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
10. Work with the City to pass a Resolution of Support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue Main Street district revitalization following the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa.
12. Maintain a "Designated Main Street Network" membership with Main Street America.
13. Use the words "Main Street" when referring to and marketing the local program, either as an official part of the organization's name or as a tagline such as... "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program is required to include the Main Street America and the Main Street Iowa logos on local program communication materials.
14. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
15. Submit with this signed Program Agreement, one (1) copy the City's Resolution of Support, one (1) copy of the Local Main Street Program Board of Director's Resolution of Support, (1) copy of the Executive Director's current job description, and one (1) completed W-9 of the Local Main Street Program.
16. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
17. Remain in compliance with the requirements of Main Street Iowa as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:
  - a. The Local Main Street Program and City will be notified of non-compliance with an "Initial Warning" and given a 90-day probationary period in which to return to compliance. The Initial Warning will include a summary of non-compliant items and provide guidance on how to resolve the issues. During this probationary period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended, including eligibility for Main Street Iowa grant applications, awards nominations, and onsite technical assistance. The Local Main Street Program will be reevaluated by Main Street Iowa 90 days following the Initial Warning.
  - b. If the Local Main Street Program has failed to return to compliance as noted in the initial warning, Main Street Iowa may issue a Final Warning and given a second 90-day probationary period in which to return to compliance.
  - c. If the Local Main Street Program is not in compliance within 90 days after the Final Warning, Main Street Iowa may terminate this agreement with the local program. Notice of official termination will be made by a letter of notification from IEDA to the Local Main Street Program, City, and Main Street America. Termination of this agreement will result in the loss of recognition as a Main Street Iowa Program and discontinuation all Main Street Iowa services, activities provided in this agreement, and will cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity. Once this agreement is terminated, the community must reapply for Main Street Iowa designation before it can receive Main Street Iowa program services.

**SECTION II. The CITY agrees to:**

1. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
2. Invest financially into the operation of the Local Main Street Program.
3. Pass a Resolution to demonstrate the City's support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa for local Main Street district revitalization efforts.
4. Support the revitalization of the Main Street district through creation of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
5. Support the Local Main Street Program in the completion of the annual Main Street America Accreditation process and compliance with this agreement.

**SECTION III. The IEDA agrees to:**

1. Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to handle communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
3. Coordinate at least three (3) statewide training sessions annually for the Local Main Street Program and City based on the combined needs of all Iowa Main Street Communities.
4. Conduct at least three one-day Main Street orientations for all new Executive Directors, board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
5. Conduct an on-site partnership visit at least once every two years.
6. Provide continuing advice and information to the Local Main Street Program and City.
7. Include the Local Main Street Program and City in the Main Street Iowa network.
8. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program and City with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
9. Offer additional optional, regionally hosted trainings throughout the year.

**SECTION IV. The PARTIES hereto otherwise agree as follows:**

1. The term of this agreement shall be for a period of eighteen months, beginning July 1, 2018, and ending December 31, 2019. It may be extended or revised by a written amendment signed by all three parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.

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- 3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
- 4. Any one party may terminate this agreement without cause after 30 days written notice to the other two parties.
- 5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
- 6. The IEDA is limited to furnishing its technical services to the Local Main Street Program and City and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: \_\_\_\_\_ (Date)

(Mayor Signature)

\_\_\_\_\_ West Branch, Iowa  
 (Mayor Printed Name) (City)

BY: \_\_\_\_\_ (Date)

(Board President Signature)

\_\_\_\_\_ Friends of Historic Downtown West Branch/  
 (Board President Printed Name) DBA West Branch Community Development Group  
 (Local Main Street Program)

BY: \_\_\_\_\_ (Date)

Deborah V. Durham, Director  
 Iowa Economic Development Authority

**RESOLUTION 1717**

**APPROVING THE MAIN STREET IOWA PROGRAM AGREEMENT**

**WHEREAS**, an Agreement between the Iowa Economic Development Authority, Main Street West Branch and the City of West Branch is necessary for the purpose of continuing the Main Street Iowa program in West Branch; and,

**WHEREAS**, the Local Main Street Program will continue to follow the Main Street Approach as developed by the Main Street Center, Inc. and espoused by Main Street Iowa; and,

**WHEREAS**, an updated Agreement between the Iowa Economic Development Authority, Main Street West Branch and the City of West Branch has been presented to the City Council of West Branch; and,

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City and appointed to represent the City on the local Main Street governing board of directors; and

**BE IT FURTHER RESOLVED**, by the City Council of the City of West Branch, Iowa, that the source of funds to be used are general funds, or any other funding source determined by the City Council; and

**BE IT FURTHER RESOLVED**, by the City Council of the City of West Branch, Iowa, the City Council reserves the right to increase or decrease program funding from year to year.

**Passed and approved this 21th day of May, 2018.**

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk

*"Turning Vision Into Reality is our Business"*