



**PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY SEPTEMBER 17, 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. Presentation on the Cost and Benefits of Wet vs Dry Stormwater Retention Facilities (Planning and Zoning Chairman, Reuben Grandon and Chanel Jelovchan, Presenting).
- 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*

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*any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion. The remaining items on the Consent Agenda will be voted on with one motion being made for all items on the Consent Agenda*

1. **Motion to Approve** Meeting Minutes for City Council Meeting September 4, 2018.
2. **Motion to Approve** the West Branch High School Homecoming Parade Route.
3. **Motion to Approve** and Accept Quotation from Compass Minerals for bulk de-icing salt in the amount of \$83.71 per ton for 75 tons (\$6,278.25 annual total).
4. **Motion to Accept** the Resignation of Parks Board Member Liz Seydel
5. **Motion to Approve** the Claims Report.

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

1. **Second Reading, Ordinance 759** – Amending Chapter 122 – Peddlers, Solicitors and Transient Merchants.
2. **Resolution 1738** – Approving Comp Time Policy for the Exempt Employees.
3. **Resolution 1739** – Approving Street Sweeping Services Agreement between the City of West Branch and Bethany Lutheran Church of West Branch.
4. **Resolution 1737** – A Resolution Accepting and Approving the City Street Finance Report for Fiscal Year 2018.
5. **Public Hearing:** A Public Hearing on the Proposed Amendment to the Amended and Restated West Branch Urban Renewal Plan.
6. **Resolution 1740** – Resolution Approving an Amendment to the Amended and Restated West Branch Urban Renewal Plan.
7. **Resolution 1741** – A Setting A Public Hearing on a Proposed Development Agreement with the Meadows Development, Inc.
8. **Resolution 1742** – Approving a Subdivider’s Agreement with KLM Investments for the Meadows, Part Four, West Branch, Iowa.
9. **Discussion Item:** Consider using a Community Survey as a part of the FY 2019 Budget Process.
10. **Discussion Item:** Consider moving Hoover Hometown Days event to the Second Weekend of August in 2019 (For One Year Only).
11. **Discussion Item:** Regarding extra subgrade excavation for the trail on the Cubby Park Improvements related to ground moisture issues.

#### **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**

**September 4, 2018  
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:00 p.m. Mayor Laughlin then 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, Jodee Stoolman and Nick Goodweiler were present. Brian Pierce arrived at 8:12 p.m. Jordan Ellyson was absent. 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, Library Director Nick Shimmin and Police Chief Mike Horihan.

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

There were no guest speakers.

### **PUBLIC COMMENT**

Mary McGee, West Branch resident addressed the Council regarding a civil matter she was involved in. The Council directed her to address her further concerns with the West Branch Police Department.

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

Motion to approve minutes from the August 20, 2018 City Council meeting.

Motion to approve the implementation of a newly developed Block Party Permit Application.

Motion to approve a Special Event Permit for CDG Fall Festival 2018.

Motion to approve claims report.

<b>EXPENDITURES</b>	<b>9/4/2018</b>	
BRET F STOUT	STREET PATCH & PARKING PATCH	7,774.00
CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	358.75
CHIEF SUPPLY CORPORATION	TOOLS	52.00
CITY OF NORTH LIBERTY	DAY CAMP ACTIVITY-SWIMMING	126.00
ECONO SIGNS LLC	SIGNS	1,102.02
EMERGENCY MEDICAL PRODUCT	MEDICAL SUPPLIES	180.84
HAWKINS INC	HAWKINS INC	508.30
INTERSTATE POWER SYSTEMS INC	GENERATOR MAINTENANCE	563.48
IOWA DEPARTMENT OF PUBLIC SAFETY	WARRANTS & ARTICLES SYSTEM	1,200.00
IOWA ONE CALL	LOCATION SERVICE	90.90
JOHN DEERE FINANCIAL	UNIFORMS, SUPPLIES	397.03
JOHNSON COUNTY REFUSE INC.	RECYCLING JULY 2018	4,496.25
KLUESNER CONSTRUCTION INC	STREET REPAIR	11,440.64
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,278.74
LYNCH'S EXCAVATING INC	REPAIR STORM SEWER-ELEMENTARY	1,965.80
MEDIACOM	MEDIACOM	40.90
MENARDS	TOOLS, BUILDING SUPPLIES	108.73
MISCELLANEOUS VENDOR	B WORRELL: TEMP EASEMENT	830.00
MUNICIPAL SUPPLY INC.	WATER METERS & ACCESSORIES	4,519.28
OASIS ELECTRIC LLC	HIHTD EQUIP RENTAL& ELEC REPAIR	809.74
PATRICK HYDE	BUILDING INCENTIVE REIMBURSEME	516.02
PLUNKETT'S PEST CONTROL INC	PEST CONTROL	95.18
QUILL CORP	OFFICE SUPPLIES	162.88
THE IOWA CHILDREN'S MUSEUM	CAMP ACTIVITY	128.00
UNITED STATES GEOLOGICAL SURVEY	STREAMGAGING SURVEY 2017	13,740.00
VEENSTRA & KIMM INC.	ZONING MAP UPDATES	3,034.74
VEENSTRA & KIMM INC.	GOLF COURSE DEVELOPMENT REVIEW	172.00
VEENSTRA & KIMM INC.	COLLEGE ST BRIDGE FINAL DESIGN	928.60
VEENSTRA & KIMM INC.	MEADOWS PART 3 CONCEPT REVIEW	1,204.00
VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	516.00
WATER SOLUTIONS UNLIMITED	PHOSPATE	2,515.00
WEST BRANCH TIMES	ADVERTISING	150.00
TOTAL		61,005.82

PAYROLL	8/24/2018	56,029.98
PAID BETWEEN MEETINGS		
JULIA HIME	VIDEOGRAPHY SERVICES	100.00
REBECCA KNOCHE	VIDEOGRAPHY SERVICES	150.00
VERIZON WIRELESS	WIRELESS SERVICE	873.16
TOTAL		1,123.16
GRAND TOTAL EXPENDITURES		118,158.96
FUND TOTALS		
001 GENERAL FUND	35,616.01	
022 CIVIC CENTER	90.77	
031 LIBRARY	5,253.88	
110 ROAD USE TAX	15,788.31	
112 TRUST AND AGENCY	13,643.61	
310 COLLEGE STREET BRIDGE	1,758.60	
600 WATER FUND	15,963.61	
610 SEWER FUND	7,154.37	
740 STORM WATER UTILITY	22,889.80	
GRAND TOTAL	118,158.96	

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

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

##### First Reading, Ordinance 759 – Amending Chapter 122 – Peddlers, Solicitors and Transient Merchants /Move to action.

Miller asked if additional wording could be added to the Code to address peddlers to obey ‘no soliciting’ requests. Deputy Clerk Brick she would check with the City Attorney to see if he could provide any guidance on that but said that she would also add a comment to the revised permit form. Brick also suggested a change in the daily and weekly fee based on other cities fees. Council agreed to the increased fees and changes to the peddler permit changes as suggested.

Motion by Goodweiler, second by Ellyson to approve first reading of Ordinance 759. AYES: Goodweiler, Stoolman, Miller. NAYS: None. Absent: Pierce and Ellyson. Motion carried.

##### Discussion: Comp Time Policy for the exempt employees.

Jones said that he simplified the comp time policy previously presented to Council based on their feedback. His revisions proposed a flex-time option for instances when directors have to work extra hours for unforeseen reasons or events. Flex-time would need to be taken within the same pay period in which the extra hours were worked. Only with the City Administrator approval, extra time that cannot be flexed within the same pay period could be converted to comp time and banked to be used at a later date, but before the end of the current fiscal year. Jones also said that comp time hours will have no cash value. Mayor Laughlin said he liked the simplified version. Jones said he would write up the policy and bring back to the Council in the form of a resolution for a future meeting.

##### Discussion: Consider design and location selection of an electric car recharge station.

Mayor Laughlin said he had been researching possible locations for an electrical charging station in West Branch. Laughlin said he felt this type of service could draw additional visitors to town. Laughlin said he has met with Alliant Energy and will do additional research on the design and cost of a charging station.

##### Discussion: Consider obtaining the road way as a “public road” into Beranek Park.

Jones reported that he met with resident, Lee Cassabaum regarding Beranek Drive and Cassabaum’s property that the street has encroached on over the years. Jones said Cassabaum is concerned that since the street is on his property, that he has liability for any incidences that may occur. Cassabaum is interested in selling the City a

portion of the property where the street is. Council requested additional information on Cassabaum's request for future consideration.

Discussion: Consider authorizing the use of Facebook for an additional city information site and link to the city website.

Deputy Clerk Brick announced that a city Facebook page has been created for the purpose of pushing information to residents as per the Council request. Brick provided samples of information that could be posted and said that Facebook followers would be directed to the City's website where more in-depth subject matter is housed. The Council agreed with Brick's recommendations and agreed to go live.

Discussion: "The Down Under" water in basement situation.

Mike Jones, owner of The Down Under and tenant of the Hoover House, 102 W. Main St. where his business is located addressed the Council on an on-going issue he has been having with water entering his business. Jones stated that he felt that Heritage Square was not being properly maintained by the City and that recent rains are eroding the ground under the sidewalk which is directing water into the basement of the Hoover House. Jones said that he met with Public Works Director about the issue previously and asked what could be done to correct the problem.

Resolution 1734 – Approving partial pay estimate # 5 in the amount of \$189,204.44 to Needham Excavating Inc. for the Cubby Park Improvements Project. /Move to action.

Cody Buelt, Fehr Graham, gave his weekly project update to the Council. Buelt stated that all three ball fields have now been seeded and are growing, dugouts are being constructed, concession stand is wired, plumbed and doors are being installed. Depending on weather conditions, trail paving around the pond and lighting will be done in the coming days.

Motion by Goodweiler, second by Miller to approve Resolution 1734. AYES: Goodweiler, Miller, Stoolman. NAYS: None. Absent: Pierce and Ellyson. Motion carried.

Resolution 1735 – Approving support of Cedar County Great Places designation and proceeding with the Iowa Department of Cultural Affairs. FY 2019 Great Places grant application for the Cedar County – Pride of Place and People Project. /Move to action.

Rod Ness, Executive Director of Cedar County Economic Development Commission (CCEDCO), provided background information on the visioning process that led CCEDCO and East Central Iowa Association (ECIA) and the University of Iowa to apply for an Iowa Great Place Designation from the Iowa Department of Cultural Affairs. Ness stated that Cedar County has been awarded an Iowa Great Place Designation and has been invited to apply for a four (4) million dollar county wide grant for murals and park projects. Ness further stated that membership in CCEDCO was required for participation. Up until this past fiscal year, the City of West Branch was a member of CCEDCO, but during budget discussions, the program was cut from the FY19 budget.

Laughlin stated that the past efforts of CCEDCO has made him feel better about re-joining the commission.

Motion by Stoolman, second by Goodweiler to approve Resolution 1735. AYES: Stoolman, Goodweiler, Miller. NAYS: None. Absent: Pierce and Ellyson. Motion carried.

Resolution 1736 – Approving funds not to exceed \$310,000 to be used only if a cultural affairs. FY 2019 Great Places matching grant is obtained for the Park and Mural projects. /Move to action.

Jones explained that the resolution would not require new funding but would leverage funding already obligated for park improvements. He continued to say that as long as these funds and improvements are paid and completed in FY19, they would be eligible and counted as matching funds required by the grant if the is received. Jones also explained that the Cubby Park Improvement project also has a value engineering and a contingency budget that would be used as matching funds to leverage grant funds for Cubby Park or other city parks. Jones also noted, should grant funds become available, the City has the option of accepting them with a match obligation or waiving the rights to the grants. Pierce arrived at 8:12 p.m.

Motion by Goodweiler, second by Stoolman to approve Resolution 1736. AYES: Goodweiler, Stoolman, Miller, Pierce. NAYS: None. Absent: Ellyson. Motion carried.

Discussion: Review draft development agreement regarding the "Stuelke Line" sewer project and the proposed construction of 57-lot residential subdivision involving KLM Investments.

Brad Larson, KLM Investments requested a few changes to the agreement but was okay with the terms of it. Larson asked for the revised agreement to be listed on the next City Council agenda.

Motion to approve directing the City Administrator to move forward without Crestview's easement for electrical service for Cubby Park.

Jones requested this item to be tabled indefinitely due receiving the signed agreement earlier on this day.

#### **CITY ADMINISTRATOR REPORT**

Jones provided an update on the wastewater project and referenced a meeting he had with Cedar County. Jones also reported on a nuisance property that has been court ordered to cleanup within the next 60 days. The cleanup will commence in mid-October. Jones also provided his upcoming training schedule which he will be out of the office.

#### **CITY ATTORNEY REPORT**

Kevin Olson was absent.

#### **STAFF REPORTS**

No staff reports were provided.

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

Laughlin reported that the phase two assessment had been completed on the former Croell Redi-Mix site and discussed the findings. Very small traces of asbestos, lead, arsenic was found and will need to be abated before the clearing of the property can begin.

#### **ADJOURNMENT**

Motion to adjourn by Goodweiler, second by Miller. Motion carried on a voice vote. City Council meeting adjourned at 9:06 p.m.

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Roger Laughlin, Mayor

ATTEST:

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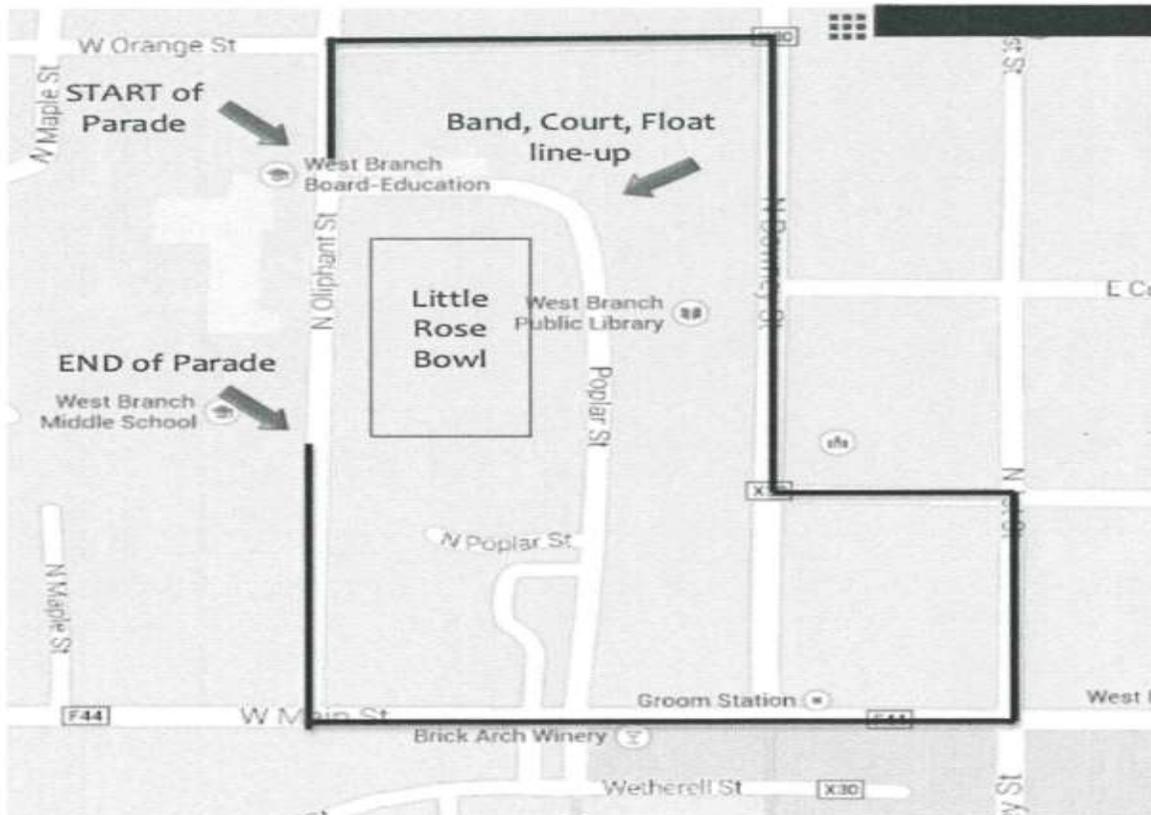
Leslie Brick, Deputy City Clerk



### REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> the West Branch High School Homecoming Parade Route.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	September 12, 2018

**BACKGROUND:**



<b>STAFF RECOMMENDATION:</b>	Approve Motion – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	“This is the route used in previous years”
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> and Accept Quotation from Compass Minerals for bulk de-icing salt in the amount \$83.71 per ton for 75 tons (\$6,278.25 annual total).
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	September 13, 2018

**BACKGROUND:**

This is a routine annual agreement relating to the road salt that is used for snow removal. This item was budgeted for in the last budget cycle.

<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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**Sold-To ("Purchaser"):**

Matt Goodale  
City of West Branch  
P O Box 218  
West Branch, IA 52358

**Date:** August 30, 2018  
**Document:** 152712  
**Tel:** (319) 643-5888  
**Fax:** (319) 643-2305  
**Email:** mgoodale@westbranchiowa.org  
**Customer #:** H627208  
**Preferred:** Email

**Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt**

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
75	City of West Branch City Shop-338 S Cookson Dr West Branch, IA 52358 Destination #: H627209 Delivery Lead Time: 7 days	83.71	Deliver  Depot: Rock Island Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR BOTTOM) Distance: 52.3 Miles

\*Purchase order agreement subject to prior sale. Minimum purchase requirement enforced.

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 31 Mar 2019

**Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).**

Terms are NET 30 days from shipment with approved credit.

- \* This proposal is open for acceptance for 20 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- \* Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- \* Applicable taxes extra
- \* Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

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

Title: \_\_\_\_\_

Sean Lierz  
Senior Sales Manager 1-800-323-1641 x9330  
Compass Minerals America Inc.

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

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

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail  
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

## Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To" section and "Buyer" in the "Sold To" section of an invoice to which these Terms and Conditions of Sale ("Agreement") relate or are attached.
2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ORDERS WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" means short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of Products ordered or sold are not included in Seller's price and will be charged to and paid by Buyer.
4. CANCELLATION. Orders may be canceled by Buyer only upon (1) written or oral notice to Seller and accepted in writing by Seller and (2) payment to Seller of reasonable cancellation charges to be solely determined by Seller. Except as otherwise agreed in writing, until the products identified in Buyer's purchase order as accepted by Seller ("Products") are shipped, Seller has no obligation under any order submitted by Buyer (and may cancel the order at any time prior to shipment).
5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery for future deliveries or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, the unfilled portion of Buyer's order. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer with where there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. DELAYS. All orders are subject to Seller's ability to make delivery at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipments. Seller shall not be liable for delays or defaults in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, partial or total failure of Seller's intended production, transportation or delivery facilities, etc., floods, fires, storms, or other acts of God, war or act of public enemy (or civil disturbance), strikes, lock-outs, shortages of labor or raw materials and supplies (including fuel), acts or omissions of Buyer, action of any governmental authority, or other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from order changes by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, but not limited to, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. On passage of title, Buyer is then responsible for proper protection of Products and compliance with all regulations and ordinances and will indemnify Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such Products. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. Upon transfer of the Products' risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars used to deliver the Products until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees/agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such Seller's approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Products and that, at the time of shipment, the Products will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to Products, warranty, or any other claim under this Agreement within thirty (30) days of Seller's delivery of Products or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Products shall be limited to the replacement of such defective Products by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller for such defective Products. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to Products will be commenced more than one (1) year after the accrual of the cause of action thereto.
9. LIMITATION OF LIABILITY. SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER FOR THE PRODUCTS INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. Buyer assumes all risks and liability for any damage to persons or property resulting from the use of the Products delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. INDEMNIFICATION. BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), FOR ANY DAMAGE, INJURY, DEATH, LOSS OR DESTRUCTION OF ANY KIND RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER OR ITS EMPLOYEES), WHETHER ARISING AS A WORKERS' COMPENSATION CLAIM OR UNDER THEORIES OF NEGLIGENCE, TORT, STRICT LIABILITY, INTENTIONAL MISCONDUCT, OR FAULT OF ANY KIND, AND EVEN IF THE RESULT OR ALLEGED RESULT OF THE CONDUCT, NEGLIGENCE, ERROR, OMISSION, OR BREACH OF THIS AGREEMENT OR NON-COMPLIANCE WITH APPLICABLE LAWS BY ANY INDEMNIFIED PARTIES. THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in all Products furnished by Seller and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. LEGAL COMPLIANCE. Buyer and its employees/agents (1) will comply with all applicable U.S. federal, state, local and foreign laws and regulations, including the U.S. Export Administration Regulations, the U.S. Foreign Corrupt Practices Act, and the U.S. Patriot Act, as amended from time to time (collectively, "Laws"); (2) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (3) will cooperate with Seller in any audit/inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Products as represented to Seller.
13. MISCELLANEOUS. Matters arising out of or in connection with a sale hereunder will be governed by Kansas laws without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment/acceptance of purchase order forms containing different/additional terms shall have force or effect. Seller's failure to enforce any provision will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any unenforceable provision shall be enforced to the extent it is enforceable. Any provision intended to survive shall survive this Agreement's termination/expiration and the consummation of the transactions contemplated hereunder.



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Motion to Accept</b> the Resignation of Parks Board Member Liz Seydel.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Melissa Russell, Parks and Recreation Director
<b>DATE:</b>	August 16, 2018

### BACKGROUND:

September 11, 2018

Melissa Russell, Director  
Parks & Recreation Dept.  
City of West Branch  
West Branch, Iowa 52358

Melissa,

Due to unforeseen health issues, I will be resigning my seat on the Parks & Rec Commission effective immediately. I have enjoyed being part of the board and wish the department continued success .

Sincerely,  
  
Liz Seydel

<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>	

*"Turning Vision into Reality is our Business"*



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> August 20, 2018
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<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> 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>	August 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 – Move to Action
---

<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"*

**EXPENDITURES**

9/17/2018

AE OUTDOOR POWER	REPAIR PARTS	138.21
ALLIANT ENERGY	WATER TOWER	10,138.83
ALPHA GRAPHICS	POSTERS	608.98
ALTORFER INC	EQUIPMENT REPAIR	3,188.19
AMAZON	BOOKS	65.36
BAKER & TAYLOR INC.	BOOKS	1,315.40
BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	571.31
BP AMOCO	BP AMOCO	958.35
BROWN'S WEST BRANCH	VEHICLE REPAIR	105.35
BSN SPORTS INC	YOUTH SPORTS SUPPLIES	711.43
CEDAR COUNTY RECORDER	RECORDING FEES	14.00
CHERYL HOLLICH	BUILDING INCENTIVE PAYMENT	233.96
DEWEYS JACK & JILL	PARK, SEWER & HHTD SUPPLIES	511.36
EMERGENCY SERVICES MARKETING	ANNUAL FEE	735.00
FELD FIRE EQUIPMENT CO INC	REPAIR PARTS	467.00
FINANCIAL ADJUSTMENT BUREAU	COLLECTION FEES	17.14
HOLLYWOOD GRAPHICS	TEAM SHIRTS	266.50
IMWCA	WORK COMPENSATION PREMIUM	2,024.00
IOWA ASSN. MUN. UTILITIES	SAFETY TRAINING	593.16
JOHNSON CONTROLS	FIRE ALARM TEST/INSPECTION	999.23
JOHNSON COUNTY REFUSE INC	RECYCLING AUGUST 2018	3,895.00
JOURNEYED COM INC	LICENSE RENEWAL	406.68
L. L. PELLING CO. INC	STREET REPAIRS	47,394.96
LINN COUNTY R.E.C.	SIREN & LIGHTS	140.41
MENARDS	MAINTENANCE SUPPLIES	256.73
MISCELLANEOUS VENDOR	RYAN JENNINGS:MILEAGE	356.96
MUNICIPAL SUPPLY INC	WATER METERS	6,282.00
NELSON & SONS PLUMBING INC	NELSON & SONS PLUMBING INC.	497.17
PITNEY BOWES GLOBAL FINANCE	LIB-POSTAGE METER LEASE	102.39
PITNEY BOWES PURCHASE POWER	PITNEY BOWES PURCHASE POWER	500.00
PORT 'O' JONNY INC.	SERVICE-WAPSI PARK	180.00
QUALITY ENGRAVED SIGNS	OFFICE SUPPLIES	26.79
QUILL CORP	OFFICE SUPPLIES	62.93
SPRINGDALE AGENCY	FIRE PAK INS 10-1-18/ 10-1-19	14,677.00
STATE HYGIENIC LAB	LAB ANALYSIS	26.00
SUPPLYWORKS	BATHROOM SUPPLIES	511.55
THE LIBRARY STORE INC	OFFICE SUPPLIES	201.31
TRAFFIC SAFETY CORP	RADAR SPEED SIGN	3,360.00
WALMART COMMUNITY/RFCs LLC	BOOKS,OFFICE SUPPLIES	272.65
WEST BRANCH COMMUNITY SCHOOL	GYM RENT - VOLLEYBALL	295.00
WEST BRANCH FORD	VEHICLE REPAIR	66.43
WEST BRANCH TIMES	LEGAL PUB & ADVERTISING	1,757.43
WEX BANK	WEX BANK	1,380.19
<b>TOTAL</b>		<b>106,312.34</b>

**PAYROLL**

9/7/2018 42,863.57

**PAID BETWEEN MEETINGS**

GALAXY CLEANING SERVICES	CLEANING SERVICES	2,049.66
GUY SNODGRASS	UTILITY REFUND	69.70
KYLE CODER	UTILITY REFUND	64.95

RICK BEATTIE	UTILITY REFUND	64.95
BETHANY OR SOLO HAHN	UTILITY REFUND	67.01
LAURA HAYES	UTILITY REFUND	0.71
KRISTIN ROOD	UTILITY REFUND	100.00
ALLIANT ENERGY	CONSTRUCTION ADVANCE	5,157.63
FOBIAN BROTHERS	TEMPORARY EASEMENT	4,030.00
SANDRA ANFINSON	TEMPORARY EASEMENT	240.00

**TOTAL** **11,844.61**

**GRAND TOTAL EXPENDITURES** **161,020.52**

**FUND TOTALS**

001 GENERAL FUND	41,108.88
022 CIVIC CENTER	1,361.63
031 LIBRARY	10,276.92
036 TORT LIABILITY	16,597.41
110 ROAD USE TAX	53,984.10
112 TRUST AND AGENCY	4,710.27
308 PARK IMP - PEDERSEN VALLEY	5,157.63
310 COLLEGE STREET BRIDGE	4,270.00
600 WATER FUND	15,703.52
610 SEWER FUND	7,850.16

**GRAND TOTAL** **161,020.52**

**REVENUE-FISCAL YEAR 2019**

FUND	AUGUST
001 GENERAL FUND	17,275.90
022 CIVIC CENTER	215.00
031 LIBRARY	468.31
110 ROAD USE TAX	35,120.67
121 LOCAL OPTION SALES TAX	16,776.30
125 TIF	1,242.96
160 REVOLVING LOAN FUND	6,248.35
500 CEMETERY PERPETUAL FUND	0.49
502 KROUTH INTEREST FUND	0.18
600 WATER FUND	45,440.72
610 SEWER FUND	34,181.90
740 STORM WATER UTILITY	4,929.77
<b>TOTAL</b>	<b>161,900.55</b>

DEPARTMENT	FUND	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND		WEX BANK	VEHICLE FUEL	840.41
			BROWN'S WEST BRANCH	VEHICLE REPAIR	105.95
			ALLIANT ENERGY	SERVICES	295.77
			WEST BRANCH FORD	VEHICLE REPAIR	50.50
			TRAFFIC SAFETY CORP	RADAR SPEED SIGN	3,360.00
			SUPPLYWORKS	BATHROOM SUPPLIES	126.58
				TOTAL:	6,778.61
FIRE OPERATION	GENERAL FUND		BP AMOCO	FUEL	130.75
			FELD FIRE EQUIPMENT CO. INC	REPAIR PARTS	467.00
			ALLIANT ENERGY	SERVICES	887.32
			BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	93.64
			EMERGENCY SERVICES MARKETING CORP INC	ANNUAL FEE	735.00
			MISCELLANEOUS V RYAN JENNINGS	RYAN JENNINGS:MILEAGE	303.88
			BEN BARRETT	BEN BARRETT:PLUMBING SUPPL	53.08
				TOTAL:	2,670.67
STREET LIGHTING	GENERAL FUND		LINN COUNTY R.E.C.	SIREN & LIGHTS	140.41
			ALLIANT ENERGY	SERVICES	2,162.05
				TOTAL:	143.15
PARK & RECREATION	GENERAL FUND		DEWEYS JACK & JILL	PARK, SEWER & HHTD SUPPLIE	26.04
			WEST BRANCH COMMUNITY SCHOOLS	PARK, SEWER & HHTD SUPPLIE	437.68
				GYM RENT - VOLLEYBALL	120.00
				GYM RENT-VOLLEYBALL	100.00
			PORT 'O' JONNY INC.	GYM RENT - VOLLEYBALL	75.00
			BSN SPORTS INC	SERVICE-WAPSI PARK	90.00
			HOLLYWOOD GRAPHICS	YOUTH SPORTS SUPPLIES	711.43
			ALLIANT ENERGY	TEAM SHIRTS	266.50
				LIGHTS LIONS FIELD	28.88
				LIGHTS-219 E GREEK	12.29
				SERVICES	75.38
				TOTAL:	1,943.20
CEMETERY	GENERAL FUND		BP AMOCO	FUEL	716.99
			PORT 'O' JONNY INC.	CEMETERY-SERVICE	90.00
			WEX BANK	VEHICLE FUEL	37.00
			AE OUTDOOR POWER	REPAIR PARTS	138.21
				TOTAL:	982.20
COMM & CULTURAL DEVEL	GENERAL FUND		DEWEYS JACK & JILL	PARK, SEWER & HHTD SUPPLIES	33.19
			WEST BRANCH TIMES	ADVERTISING	950.00
			ALLIANT ENERGY	HHTD UTILITIES	19.37
			ALPHA GRAPHICS	POSTERS	608.98
				TOTAL:	1,611.54
ECONOMIC DEVELOPMENT	GENERAL FUND		WEST BRANCH TIMES	ADVERTISING	150.00
			CHERYL ROLLIICH	BUILDING INCENTIVE PAYMENT	233.96
				TOTAL:	383.96
CLERK & TREASURER	GENERAL FUND		QUALITY ENGRAVED SIGNS	OFFICE SUPPLIES	26.79
			FITNEY BOWES PURCHASE POWER	REFRESH POSTAGE	166.00
			ALLIANT ENERGY	SERVICES	281.87
			SUPPLYWORKS	BATHROOM SUPPLIES	70.17
				TOTAL:	544.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES CHEAR COUNTY RECORDER	LEGAL PUBLICATIONS RECORDING FEES TOTAL:	657.43 14.00 671.43
SOLID WASTE	GENERAL FUND	JOHNSON COUNTY REFUSE INC.	RECYCLING AUGUST 2018 TOTAL:	3,895.00 3,895.00
LOCAL CABLE ACCESS	GENERAL FUND	ALLIANT ENERGY JOURNEYED COM INC	SERVICES LICENSE RENEWAL TOTAL:	100.00 406.68 506.68
TOWN HALL	CIVIC CENTER	ALLIANT ENERGY SUPPLYWORKS	SERVICES BATHROOM SUPPLIES JANITORIAL SUPPLIES TOTAL:	655.93 156.25 23.95 836.13
LIBRARY	LIBRARY	WALMART COMMUNITY/RPCSLLC	BOOKS, OFFICE SUPPLIES BOOKS, OFFICE SUPPLIES BOOKS, OFFICE SUPPLIES BOOKS, OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES BOOKS BOOKS BOOKS BOOKS BOOKS BOOKS OFFICE SUPPLIES LIB-POSTAGE METER LEASE SERVICES NELSON & SONS PLUMBING INC FIRE ALARM TEST/INSPECTION ALARM & DETECTION MONITORI BOOKS COLLECTION FEES TOTAL:	33.45 28.51 24.09 186.60 30.95 31.98 210.50 191.80 438.66 16.35 198.32 259.77 201.31 102.39 731.52 497.17 340.93 658.30 65.36 17.14 4,265.10
POLICE OPERATIONS	TORT LIABILITY	IMWCA	WORK COMP - POLICE TOTAL:	531.47 531.47
FIRE OPERATION	TORT LIABILITY	IMWCA SPRINGDALE AGENCY	WORK COMP - FIRE FIRE PAR INS 10-1-18/ 10-1 TOTAL:	699.34 14,677.00 15,376.34
BUILDING INSPECTIONS	TORT LIABILITY	IMWCA	WORK COMP - SEWER TOTAL:	12.43 12.43
ROADS & STREETS	TORT LIABILITY	IMWCA	WORK COMP - STREETS TOTAL:	402.27 402.27
LIBRARY	TORT LIABILITY	IMWCA	WORK COMP - LIBRARY TOTAL:	20.57 20.57
PARK & RECREATION	TORT LIABILITY	IMWCA	WORK COMP - PARK & REC TOTAL:	166.16 166.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CEMETERY	TORT LIABILITY	IMWCA	WORK COMP - CEMETERY	35.46
			TOTAL:	35.46
CLERK & TREASURER	TORT LIABILITY	IMWCA	WORK COMP - ADMIN	52.71
			TOTAL:	52.71
ROADS & STREETS	ROAD USE TAX	L. L. PELLING CO. INC	STREET REPAIRS	47,394.96
		BP AMOCO	FUEL	36.87
		ALTOREZER INC	EQUIPMENT REPAIR	1,760.41
			EQUIPMENT REPAIR	1,427.78
		MENARDS	MAINTENANCE SUPPLIES	256.73
		WEX BANK	VEHICLE FUEL	165.92
		ALLIANT ENERGY	SERVICES	36.14
		BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	52.94
		WEST BRANCH FORD	VEHICLE REPAIR	15.93
		SUPPLYWORKS	BATHROOM SUPPLIES	86.70
			JANITORIAL SUPPLIES	47.90
			TOTAL:	51,282.28
WATER OPERATING	WATER FUND	DEWEYS JACK & JILL	PARK, SEWER & HHTD SUPPLIS	4.09
		MUNICIPAL SUPPLY INC.	WATER METERS	6,282.00
		STATE HYGIENIC LAB	LAB ANALYSIS	26.00
		BP AMOCO	FUEL	36.87
		IOWA ASSN. MUN. UTILITIES	SAFETY TRAINING	593.16
		IMWCA	WORK COMP - WATER	84.95
		WEX BANK	VEHICLE FUEL	165.92
		FITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE	167.00
		ALLIANT ENERGY	WATER TOWER	105.30
		BARRON MOTOR SUPPLY	SERVICES	2,542.79
			MAINTENANCE SUPPLIES	15.65
			TOTAL:	10,023.73
SEWER OPERATING	SEWER FUND	DEWEYS JACK & JILL	PARK, SEWER & HHTD SUPPLIS	10.36
		BP AMOCO	FUEL	36.87
		IMWCA	WORK COMP - SEWER	18.64
		WEX BANK	VEHICLE FUEL	170.94
		FITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE	167.00
		ALLIANT ENERGY	SERVICES	2,061.07
		BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	409.08
			TOTAL:	2,873.96

DEPARTMENT                      FUND                      VENDOR NAME                      DESCRIPTION                      AMOUNT

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----- FUND TOTALS -----	
001	GENERAL FUND                      20,433.73
022	CIVIC CENTER                      836.13
031	LIBRARY                      4,265.10
036	TORT LIABILITY                      16,597.41
110	ROAD USE TAX                      51,282.28
600	WATER FUND                      10,023.73
610	SEWER FUND                      2,873.96
-----	
	GRAND TOTAL:                      106,312.34
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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Second Reading, Ordinance 759</b> – Amending Chapter 122 – Peddlers, Solicitors and Transient Merchants.
<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>	September 13, 2018

**BACKGROUND:**

Deputy Clerk Brick has compared our current process for evaluating and issuing peddler permit applications to 3 other surrounding cities. During this review, other cities were noted that their practices were more thorough than our current process.

Items listed in **RED (see attached)** represents new information to collect before issuing permits to individuals that are not familiar to the City. By collecting additional information from the applicant will increase public safety.

By the addition of the recommended changes, no changes to the ordinance will be needed.

<b>STAFF RECOMMENDATION:</b>	Approve the Second Reading – 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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## Permit Application

Permit I am applying for:

**Peddler**

Carrying goods for immediate sale from house to house or upon the public street

**Solicitor**

Sale of goods for future delivery or solicitation of contributions from house to house or upon public street

**Transient\*\* Merchant**

Temporary merchandising or conducting business out of a vehicle parked within the City limits

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### Applicant Information: (please print)

Full Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Current Address: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

### **Vehicle Information:**

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_

License Plate # \_\_\_\_\_ State \_\_\_\_\_

Have you had a municipal license in the City of West Branch before?  Yes  No

Have you been convicted of or plead guilty to any felony, misdemeanor, or other crime?  Yes  No

If yes, list the date(s) and nature of the charge(s): \_\_\_\_\_

Do you have any such charges pending now?  Yes  No If yes, give full details \_\_\_\_\_

---

As part of the application, each applicant shall provide an Iowa criminal history which shall be dated within one year of the application and shall be provided at the sole expense of the applicant. Criminal histories from other states may also be required. See page 2.

\*\*Transient Merchants must supply a copy of the bond filed with the Iowa Secretary of State before a permit will be issued.

Please complete all of the above information prior to signing the application. Incomplete or unsigned applications will be denied.

**Business Information:**

If the employer is a corporation, the state of its incorporation whether it is authorized to do business in Iowa, and evidence that the corporation has designated a resident agent in the City upon whom legal service may be made aware and who will be responsible for the acts of its employees in the City must be submitted with the application.

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_ Email: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Nature of business: \_\_\_\_\_

Products or Services to be sold: \_\_\_\_\_

Last three (3) cities and dates in which applicant engaged in similar activity:

1. City \_\_\_\_\_ Date(s) \_\_\_\_\_ Permit Issued Y / N

2. City \_\_\_\_\_ Date(s) \_\_\_\_\_ Permit Issued Y / N

3. City \_\_\_\_\_ Date(s) \_\_\_\_\_ Permit Issued Y / N

**Additional requirements:**

1. If a new applicant resided outside of Iowa anytime during the five years before applying, the person must also obtain, at his or her own expense, a copy of his or her current criminal history and a certified copy of his or her driving record from each state of residence during the prior five years.
2. Each applicant must provide a list of all convictions and guilty pleas for criminal offenses, other than traffic offenses, during the ten years immediately preceding the date of the application.

Please note: the process to obtain one or more of the above reports may take between two and six weeks.

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I, the undersigned applicant, hereby swear that I will comply with all local, state, and federal laws when conducting the business enterprise described herein and that all information contained in this application is true. I am aware that statements given on this application are subject to investigation and verification. I understand that a permit shall be denied if the information provided on this application proves to be a misrepresentation of the facts. I further release the City of West Branch, Iowa, its official, agents or employees from any liability or damages which result from verifying the accuracy and reliability of the information contained on this application.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_

For Office Use Only

Permit Application Attachment Checklist

- |   |   |
|---|---|
| <input type="checkbox"/> Completed and signed application                 | <input type="checkbox"/> Application fee (non-refundable) \$10.00 |
| <input type="checkbox"/> Copy of driver's license or ID                   | Permit Fee  |
| <input type="checkbox"/> Criminal history report(s)                       | <input type="checkbox"/> 1 day \$10                               |
| <input type="checkbox"/> Certified copy of driving record(s), if required | <input type="checkbox"/> 1 week \$25                              |
| <input type="checkbox"/> Evidence of bond (for transient merchants only)  | <input type="checkbox"/> 6 months \$ 100                          |
|   | <input type="checkbox"/> 1 year or major part thereof \$175       |

For Clerk's Use Only

Result of investigation: \_\_\_\_\_

Permit was  denied  issued on \_\_\_\_\_ and expires \_\_\_\_\_

Permit was  unpaid  paid on \_\_\_\_\_ by cash  check # \_\_\_\_\_  credit card

Permit fee refunded upon license denial by  cash  check # \_\_\_\_\_

Signature of City Clerk \_\_\_\_\_ Date \_\_\_\_\_

## CHAPTER 122

# PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

122.01 Purpose	122.10 Time Restriction
122.02 Definitions	122.11 Revocation of License
122.03 License Required	122.12 Notice
122.04 Application for License	122.13 Hearing
122.05 License Fees	122.14 Record and Determination
122.06 Bond Required	122.15 Appeal
122.07 License Issued	122.16 Effect of Revocation
122.08 Display of License	122.17 License Exemptions
122.09 License Not Transferable	122.18 Charitable and Nonprofit Organizations

**122.01 PURPOSE.** The purpose of this chapter is to protect residents of the City against fraud, unfair competition and intrusion into the privacy of their homes by licensing and regulating peddlers, solicitors and transient merchants.

**122.02 DEFINITIONS.** For use in this chapter the following terms are defined:

1. "Peddler" means any person carrying goods or merchandise who sells or offers for sale for immediate delivery such goods or merchandise from house to house or upon the public street.
2. "Solicitor" means any person who solicits or attempts to solicit from house to house or upon the public street any contribution or donation or any order for goods, services, subscriptions or merchandise to be delivered at a future date.
3. "Transient merchant" means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases or occupies any building or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. Temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as a part of, or in the name of any local merchant, dealer, trader or auctioneer does not exempt any person from being considered a transient merchant.

**122.03 LICENSE REQUIRED.** Any person engaging in peddling, soliciting or in the business of a transient merchant in the City without first obtaining a license as herein provided is in violation of this chapter.

**122.04 APPLICATION FOR LICENSE.** An application in writing shall be filed with the Clerk for a license under this chapter. Such application shall set forth the applicant's name, permanent and local address and business address if any. The application shall also set forth the applicant's employer, if any, and the employer's address, the nature of the applicant's business, the last three places of such business and the length of time sought to be covered by the license.

**122.05 LICENSE FEES.** The following license fees shall be paid to the Clerk prior to the issuance of any license.

- |    |   |                     |          |
|----|---|---------------------|----------|
| 1. | For one day.....                        | <del>\$ 10.00</del> | \$ 25.00 |
| 2. | For one week.....                       | <del>\$ 25.00</del> | \$ 50.00 |
| 3. | For up to six (6) months.....           | \$ 100.00           |          |
| 4. | For one year or major part thereof..... | \$ 175.00           |          |

**122.06 BOND REQUIRED.** Before a license under this chapter is issued to a transient merchant, an applicant shall provide to the Clerk evidence that the applicant has filed a bond with the Secretary of State in accordance with Chapter 9C of the Code of Iowa.

**122.07 LICENSE ISSUED.** If the Clerk finds the application is completed in conformance with the requirements of this chapter, the facts stated therein are found to be correct and the license fee paid, a license shall be issued immediately.

**122.08 DISPLAY OF LICENSE.** Each solicitor or peddler shall keep such license in possession at all times while doing business in the City and shall, upon the request of prospective customers, exhibit the license as evidence of compliance with all requirements of this chapter. Each transient merchant shall display publicly such merchant's license in the merchant's place of business.

**122.09 LICENSE NOT TRANSFERABLE.** Licenses issued under the provisions of this chapter are not transferable in any situation and are to be applicable only to the person filing the application.

**122.10 TIME RESTRICTION.** All peddler's and solicitor's licenses shall provide that said licenses are in force and effect only between the hours of eight o'clock (8:00) a.m. and six o'clock (6:00) p.m.

1. **Fraudulent Statements.** The licensee has made fraudulent statements in the application for the license or in the conduct of the business.
2. **Violation of Law.** The licensee has violated this chapter or has otherwise conducted the business in an unlawful manner.
3. **Endangered Public Welfare, Health or Safety.** The licensee has conducted the business in such manner as to endanger the public welfare, safety, order or morals.

**122.12 NOTICE.** The Clerk shall send a notice to the licensee at the licensee's local address, not less than ten (10) days before the date set for a hearing on the possible revocation of a license. Such notice shall contain particulars of the complaints against the licensee, the ordinance provisions or State statutes allegedly violated, and the date, time and place for hearing on the matter.

**122.13 HEARING.** The Clerk shall conduct a hearing at which both the licensee and any complainants shall be present to determine the truth of the facts alleged in the complaint and notice. Should the licensee, or authorized representative, fail to appear without good cause, the Clerk may proceed to a determination of the complaint.

**122.14 RECORD AND DETERMINATION.** The Clerk shall make and record findings of fact and conclusions of law, and shall revoke a license only when upon review of the entire record the Clerk finds clear and convincing evidence of substantial violation of this chapter or State law.

**122.15 APPEAL.** If the Clerk revokes or refuses to issue a license, the Clerk shall make a part of the record the reasons therefor. The licensee, or the applicant, shall have a right to a hearing before the Council at its next regular meeting. The Council may reverse, modify or affirm the decision of the Clerk by a majority vote of the Council members present and the Clerk shall carry out the decision of the Council.

**122.16 EFFECT OF REVOCATION.** Revocation of any license shall bar the licensee from being eligible for any license under this chapter for a period of one year from the date of the revocation.

**122.17 LICENSE EXEMPTIONS.** The following are excluded from the application of this chapter.

1. **Newspapers.** Persons delivering, collecting for or selling subscriptions to newspapers.

2. Club Members. Members of local civic and service clubs, Boy Scout, Girl Scout, 4-H Clubs, Future Farmers of America and similar organizations.
3. Local Residents and Farmers. Local residents and farmers who offer for sale their own products.
4. Students. Students representing the local School Districts conducting projects sponsored by organizations recognized by the school.
5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.
6. Resale or Institutional Use. Persons customarily calling on businesses or institutions for the purposes of selling products for resale or institutional use.

#### **122.18 CHARITABLE AND NONPROFIT ORGANIZATIONS.**

Authorized representatives of charitable or nonprofit organizations operating under the provisions of Chapter 504A of the Code of Iowa desiring to solicit money or to distribute literature are exempt from the operation of Sections 122.04 and 122.05. All such organizations are required to submit in writing to the Clerk the name and purpose of the cause for which such activities are sought, names and addresses of the officers and directors of the organization, the period during which such activities are to be carried on, and whether any commissions, fees or wages are to be charged by the solicitor and the amount thereof. If the Clerk finds that the organization is a bona fide charity or nonprofit organization the Clerk shall issue, free of charge, a license containing the above information to the applicant. In the event the Clerk denies the exemption, the authorized representatives of the organization may appeal the decision to the Council, as provided in Section 122.15 of this chapter.

#### **122.19 RESIDENTIAL SIGNAGE.**

*In order, to enter upon any residential premises or to knock on the door, window or any other part of the residential structure, or ring the bell of any residential premises, or to do any other act calculated to attract the attention of anyone inside of the premises, where the owner, resident, occupant or person legally in charge of the premises has posted, at the entry, or any of the points of ingress to the premises, a sign with visible and legible letters at least three-fourths of an inch in height bearing the words "No Trespassers," "No Canvassers," "No Peddlers," "No Solicitors," or words of similar import. A sign containing any of these or similar phrases is deemed to prohibit all activities governed by this chapter.*

## ORDINANCE NO. 759

### AN ORDINANCE AMENDING CHAPTER 122 OF THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA.

WHEREAS, the City Administration has been updating the City's rates and fees that have remain unchanged for numerous years; and

WHEREAS, the City Clerk recommends changing the license fees for peddlers, solicitors and transient merchant to more reflect the actual costs of permit processing.

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. Section 122.04 of the Code of Ordinance is hereby adding the words "An application fee of ten dollars (\$10.00) shall be paid at the time of filing such application to cover the cost of investigating the facts stated therein.
2. Amendment. Section 122.05 of the Code of Ordinances is hereby deleting reference to "For one day (\$10.00)" and replacing it with the words "For one day (\$25.00)," and deleting reference to "For one week (\$25.00)" and replacing it with the words "For one week (\$50.00)."
3. Amendment. Add Section 122.19 RESIDENTIAL SIGNAGE.  
In order, to enter upon any residential premises or to knock on the door, window or any other part of the residential structure, or ring the bell of any residential premises, or to do any other act calculated to attract the attention of anyone inside of the premises, where the owner, resident, occupant or person legally in charge of the premises has posted, at the entry, or any of the points of ingress to the premises, a sign with visible and legible letters at least three-fourths of an inch in height bearing the words "No Trespassers," "No Canvassers," "No Peddlers," "No Solicitors," or words of similar import. A sign containing any of these or similar phrases is deemed to prohibit all activities governed by this chapter.
4. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.
5. 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.
6. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

First reading: September 4, 2018  
Second reading: September 17, 2018  
Third Reading: October 1, 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>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Resolution 1738</b> – Approving Comp Time Policy for Exempt Employees (Employees not eligible for overtime).
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	September 13, 2018

### BACKGROUND:

This item went through two City Council discussions. This item originally was crafted in relation to the budgetary decision to address soaring over-time budget(s) of our department directors. City Council approved moving the city's department directors away from an hourly pay system (non-exempt), to a salaried pay system (exempt).

Moving department directors into an exempt system created situations where directors could find themselves engaged with into extra ordinary operation needs and demand for their time, but have no additional benefit of time or pay. Changing from overtime hourly wages to non-overtime salary could create burdens for directors who provide direct services and administrative direction. For this reason, a comp time policy that allows for flexing time within a pay-period only. Unless granted comp time hours are banked which will not have a payout or cash value and must be used within the current fiscal year in which said hours are granted.

<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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## Excerpt from the Employee Handbook

Proficiency pay increases may be provided to West Branch employees who show exemplary qualities. A proficiency pay base shall be established by the City Council or appropriate governing board.

Public Works employees shall earn an increase of \$.50 per hour incentive pay when a Water/Wastewater grade 1 or 2 certification is obtained. For a grade 3 certification or above, the employee shall earn an increase of \$.75 per hour. This pay increase would be effective the following pay period.

### PAY PERIODS

Employees shall be paid bi-weekly, effective March 1, 2011. Paychecks can be obtained from the Department Director.

### CALL BACK

Non-exempt employees, as defined by the FLSA, called back after their normal scheduled hours shall receive 2 hours of pay, or actual hours worked, whichever is greater.

### TIME RECORDS

Employees shall provide an accurate record their work time on a daily basis.

### TRAINING

West Branch shall reimburse employees for approved, work related training and tuition expenses. Appropriate documentation is required.

### OVERTIME (Non-Exempt Employees Only)

Periodically, overtime work is necessary to maintain city operations. In some cases, there are a sufficient number of employees available to make overtime work optional. However, the Department Director may require the employee to work overtime.

Employees are not entitled to compensatory time, but rather shall earn overtime for all hours worked over forty (40) in a week. All overtime will be approved by the immediate supervisor or city administrator and be paid in the applicable pay period. For the purposes of calculating overtime, holidays, sick leave, and bereavement leave shall be counted as hours worked. For the purposes of calculating overtime, vacation time shall not be counted as hours worked.

(Would be inserted here)

### CONFLICT RESOLUTION PROCEDURE

It is the policy of West Branch to treat all employees equitably and fairly in matters affecting their employment. Each employee will be provided ample opportunity to understand and resolve matters affecting his/her employment which the employee believes are unjust. The grievance procedure established in this policy shall be available to all regular city employees not covered by a collective bargaining agreement and who have completed their initial orientation period with the city. Employees shall have the right to present grievances without fear of reprisal.

The following are matters which may be grieved under this policy:



**RESOLUTION 1738**

**A RESOLUTION AMENDING THE CITY OF WEST BRANCH, IA EMPLOYEE HANDBOOK**

**WHEREAS**, the City Council, of the City of West Branch, Iowa adopted an Employee Handbook on September 8, 2009, and amended same handbook on October 19, 2009, February 1, 2010, October 4, 2010, December 6, 2010 February 21, 2011, April 4, 2011, February 21, 2012, December 3, 2012, January 21, 2014, April 7, 2014 and June 27, 2016, July 18, 2016; and

**WHEREAS**, it was well-recognized that department overtime budget(s) were soaring with department directors being paid hourly wages; and

**WHEREAS**, City Council agreed to move department directors away from hourly wage system to a salaried system, making them exempt employees; and

**WHEREAS**, the words “Non-Exempt Employee Only” will be added in parentheses next to the title Overtime; and

**WHEREAS**, now that department directors are salaried, they are no longer eligible for overtime wages; and

**WHEREAS**, a “Comp Time” policy is an system to account for situations where salaried employees can flex time within their pay period to address operational needs, or bank approved hours earned for extra ordinary operational needs that arise unexpectedly; and

**WHEREAS**, this “Comp Time” policy will come at additional benefit of time that could be rolled over from fiscal year to fiscal year, or at no additional pay or cash out; and

**WHEREAS**, the City Council would now like to incorporate that policy into the West Branch, IA Employee Handbook.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of West Branch, Iowa does hereby approve and adopt the City of West Branch Personnel Handbook dated October 2016, revised by adding a “Comp Time” policy section by adding the text attached as “Exhibit A” which will be placed after the subsection entitled “Overtime” of page 14 in the handbook.

Passed and approved this 17<sup>th</sup> day of September, 2018.

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator / Clerk

**COMP TIME (Exempt Employees Only)**

*The City of West Branch has an established overtime policy for Non-Exempt Employees (overtime-eligible employees). The Compensatory time (Comp Time) policy is only eligible for Exempt Employees (non-overtime eligible employees).*

Exempt employees are expected to work whatever hours are necessary in order to meet the performance expectations outlined by their supervisors. Generally, to meet these expectations, and for reasons of public accountability, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for hours worked over 40 in one workweek.

Exempt employee are paid on a salary basis. This means that they receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of the work performed. Additionally, exempt employees receive their full weekly salary for any week in which any work is performed. Exempt employees must be considered to be a director or in some form of management. Exempt employee are allowed to flex their hours during a pay period, but will not be able to flex hours that would be used in future pay periods. Flex hour do not roll over. Instead the only hours that would be allowed to be earned and used from different pay periods are hours that are “Comp hours” that are banked. In order to gain banked Comp hours they must be requested and approved by the City Administrator.

Comp time will be granted for extra ordinary, or unforeseen operational demands that occur for reasons outside of the director’s control. Examples of such events could be, but are not limited to: Covering Duties for Unforeseen Employee Departures, Major Workload Increases for Reasons Unforeseen, Major Weather Events or Emergency Management Crisis, and/or Other High Profile Event that require an absorbent amount of hours to respond to.

Comp time can be banked but cannot exceed 80 hours annually. Banked hours are encouraged to be used in times of slowdowns in business operations. Banked Comp time hours cannot be rolled from one fiscal year to the next. If they are not used, they will be lost. These hours will have no cash value.

Adopted: \_\_\_\_\_, 2018



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Resolution 1739</b> – Approving Street Sweeping Services Agreement between the City of West Branch and Bethany Lutheran Church of West Branch.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	September 13, 2018

**BACKGROUND:**

During the 2017 – 2018 Fiscal Year Goal Setting Process, the City Council identified the need to formalize a partnership with the Bethany Lutheran Church to provide overflow parking for Beranek Park (a neighboring city park of the church).

This item is a narrowly tailored agreement that exchanges street sweeping services of the church parking lot in exchange for use of the church parking lot during major events at the park.

The City would include the sweeping of the parking lot in its normal rotation of city sweeping during the seasons of autumn and winter depending on the conditions of weather. The City agrees to provide this service at no charge.

Bethany Lutheran Church agrees to allow their parking lot to be used for public parking during large events held at Beranek Park with the understanding that Bethany Lutheran Church activities would take precedence over any park overflow parking.

<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 1739

### STREET SWEEPING SERVICES AGREEMENT BETWEEN THE CITY OF WEST BRANCH AND BETHANY LUTHERAN CHURCH OF WEST BRANCH, IOWA FOR THE SERVICES OF PARKING LOT SWEEPING SERVICES

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of West Branch hereinafter called "CITY" and Bethany Lutheran Church of West Branch, Iowa hereinafter called "Bethany Lutheran".

#### RECITALS

This agreement is entered into with reference to the following facts and circumstances:

**Whereas**, the City has a park by the name "Beranek" adjacent to the worship center known as Bethany Lutheran, and

**Whereas**, it is frequent and likely during large festivities held at Beranek over-flow parking tend to encroach on the property of Bethany Lutheran, and

**Whereas**, the city is appreciative of the neighborly position of Bethany Lutheran to forgive this these trespasses, and

**Whereas**, these properties are surrounded by mature trees and have been known to drop large amounts of leaves during the seasons of autumn and/or winter depending on weather, and

**Whereas**, the upkeep of Bethany Lutheran property including leaf disposal is largely depended on the volunteerism of its congregation, and

**Whereas**, leaf disposal is beneficial for the City for reasons of storm water flows preventing backups, minimizing the negative effects leaf litter decomposition in public streams and contribution to the overall aesthetics of the city.

**Now Be It Resolved**, the following Terms of the Agreement:

#### CITY

1. The City agrees to include the Parking Lot of Bethany Lutheran in the city's normal rotation of City Street sweeping during the seasons of autumn and winter depending on the conditions of weather.
2. The City agrees to provide this service at no charge.

#### BETHANY LUTHERAN

1. Bethany Lutheran agrees to allow their parking lot to be used for public parking during large events held at Beranek Park with the understanding that organized Bethany Lutheran church activities such as, but not limited to, worship services, funerals, and weddings take precedence over Beranek Park overflow public parking.

**BOTH PARTIES**

1. Both parties agree that this agreement can be terminated by either party at any time by written notice in the U.S. mail, postage prepaid, to the following address

For the CITY:  
City of West Branch  
P.O. Box 218, 110 N. Poplar Street  
West Branch, Iowa 52358  
Attn: City Administrator

For Bethany Lutheran  
P.O. Box 236, 235 S. 2<sup>nd</sup> Street  
West Branch, Iowa 52358  
Attn: Pastor

2. Both parties agree to hold harmless the other against any and all claims, suits, actions, liability, loss, damage, expense, cost (including without limitation, cost and fees of litigation including attorney's fees) of every nature, kind or description, which may be brought against, suffered, or sustained by either party.

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

CITY:

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

ATTEST:

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

BETHANY LUTHERAN:

\_\_\_\_\_  
Beth Kaufman, Council President



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Resolution 1737</b> – A Resolution Accepting and Approving the City Street Finance Report for Fiscal Year 2018.
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Gordon Edgar, Finance Director
<b>DATE:</b>	September 13, 2018

### BACKGROUND:

A condition of receiving Road Use Tax Funds from the State of Iowa is to submit an annual Street Finance Report to the Iowa DOT. Failure to do so will result in loss of Road Use Tax Funds.

<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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## City Street Financial Report

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City Name
WEST BRANCH
City Number
3471

### Cover Sheet

Now therefore let it be resolved that the city council WEST BRANCH, Iowa  
(City Name)

On \_\_\_\_\_ did hereby approve and adopt the annual  
(month/day/year)

City Street Financial Report from July 1, 2017 to June 30, 2018  
(Year) (Year)

**Contact Information**

Name	E-mail Address	Street Address	City	ZIP Code
Gordon Edgar	gordon@westbranchiowa.org	110 North Poplar Street	West Branch	52358
Hours	Phone	Extension	Phone(Alternative)	
8 AM to 4 PM	319-643-5888		319-541-6672	

**Preparer Information**

Name	E-mail Address	Phone	Extension
Gordon Edgar	gordon@westbranchiowa.org	319-643-5888	

**Mayor Information**

Name	E-mail Address	Street Address	City	ZIP Code
Roger Laughlin	laughlin@lcom.net	25 Greenview Circle	West Branch	52358-0000
Phone	Extension			
319-330-8942				

Resolution Number \_\_\_\_\_

\_\_\_\_\_  
 Signature Mayor

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



Form 517007 (5-2018)  
Office of Local Systems  
Ames, IA 50010

City Name
WEST BRANCH
City Number
4232

## City Street Financial Report

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### Summary Statement Sheet

Column 1    Column 2    Column 3    Column 4  
Road use    Other Street    Street Debt    Totals  
Tax Fund    Monies

Round Figures to Nearest Dollars

A. BEGINNING BALANCE				
Column 1	Column 2	Column 3	Column 4	
Road use	Other Street	Street Debt	Totals	
Tax Fund	Monies			
1. July 1 Balance	\$208,702	\$0	\$36,987	\$245,689
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$208,702	\$0	\$36,987	\$245,689
B. REVENUES				
1. Road Use Tax	\$296,264			\$296,264
2. Property Taxes		\$41,141	\$163,372	\$204,513
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$73,920	\$0	\$73,920
5. Proceeds from Bonds, Notes, and Loans		\$0	\$1,060,000	\$1,060,000
6. Interest Earned		\$0	\$0	\$0
7. Total Revenues (Lines B1 thru B6)	\$296,264	\$115,061	\$1,223,372	\$1,634,697
C. Total Funds Available (Line A3 + Line B7)	\$504,966	\$115,061	\$1,260,359	\$1,880,386

Column 1    Column 2    Column 3    Column 4  
Road use    Other Street    Street Debt    Totals  
Tax Fund    Monies

Round Figures to Nearest Dollars

EXPENSES				
Column 1	Column 2	Column 3	Column 4	
Road use	Other Street	Street Debt	Totals	
Tax Fund	Monies			
D. Maintenance				
1. RoadWay Maintenance	\$242,064	\$33,259	\$0	\$275,323
2. Snow and Ice Removal	\$7,510	\$0	\$0	\$7,510
E. Construction, Reconstruction and Improvements				
1. Engineering	\$300	\$74,802	\$57,277	\$132,379
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$0	\$0	\$389,229	\$389,229
4. Traffic Services	\$0	\$0	\$0	\$0
F. Administration				
	\$0	\$0	\$0	\$0
G. Equipment				
	\$7,237	\$7,000	\$0	\$14,237
H. Miscellaneous				
	\$0	\$0	\$0	\$0
J. Street Debt				
1. Bonds, Notes and Loans - Principal Paid	\$0	\$0	\$127,500	\$127,500
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$35,872	\$35,872
TOTALS				
K. Total Expenses (Lines D thru J)	\$257,111	\$115,061	\$609,878	\$982,050
L. Ending Balance (Line C-K)	\$247,855	\$0	\$650,481	\$898,336
M. Total Funds Accounted For (K + L = C)	\$504,966	\$115,061	\$1,260,359	\$1,880,386

### City Street Financial Report

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City Number
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### Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
125--City Highway Bridge Program	\$73,800.00	\$0.00
173--Reimbursement For Damages	\$120.00	\$0.00
<b>Line B4 Totals</b>	<b>\$73,920.00</b>	<b>\$0.00</b>

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) *On street* parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
<b>Line H Totals</b>		

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### Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Street Improvements	101	08/18/2015	\$855,000	100	2025	\$715,000	\$85,000	\$14,420	\$85,000	\$14,420	\$630,000
<input type="checkbox"/>	General Obligation	Street Improvements	103	07/19/2017	\$1,000,000	50	2028	\$1,000,000	\$85,000	\$15,847	\$42,500	\$7,924	\$915,000
<input checked="" type="checkbox"/>	General Obligation	Bridge or Building	601	12/05/2017	\$1,060,000	100	2032	\$1,060,000	\$0	\$13,528	\$0	\$13,528	\$1,060,000
<b>New Bond Totals</b>					<b>\$1,060,000</b>	<b>\$1,060,000</b>	<b>Totals</b>	<b>\$2,775,000</b>	<b>\$170,000</b>	<b>\$43,795</b>	<b>\$127,500</b>	<b>\$35,872</b>	<b>\$2,605,000</b>

## City Street Financial Report

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City Name
WEST BRANCH
City Number
327

### Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

[Check here if there are no entities for this year](#)

### Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
306	\$698,795	MISC	Yes	4th street reconstruction project.
314	\$299,710	MISC	Yes	N 1st street improvements.

### Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
306	Cornerstone Excavating	\$756,333	\$25,235	\$0	\$0	\$0	\$0	\$781,568
314	Eastern Iowa Excavating & Concrete	\$314,151	\$25,074	\$0	\$0	\$0	\$0	\$339,225

## City Street Financial Report

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Fiscal Year
2018
Sheet
6 of 8

City Name
WEST BRANCH
City ID
#253

### Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
Truck	2016	Ford F-550	\$71,135	\$0		\$0		No	NOCH
Truck	2017	Dodge Ram 1500	\$25,336	\$0		\$0		No	NOCH
Truck	1991	International Series 4900 with plow	\$10,550	\$0		\$0		No	NOCH
Pickup #4	2003	Ford Ranger	\$9,300	\$0		\$0		No	NOCH
Truck	2004	Ford F-350 1 Ton	\$29,500	\$0		\$0		No	NOCH
Loader	1984	Caterpillar	\$60,000	\$0		\$0		No	NOCH
Plow Truck	2000	Oshkosh P1823	\$146,000	\$0		\$0		No	NOCH
Pickup #3	1997	Ford Ranger	\$24,000	\$0		\$0		No	NOCH
Truck	2012	Dodge Ram 1500 ST	\$20,598	\$0		\$0		No	NOCH
Skid Loader	2012	Cat 262C Skid	\$36,768	\$0		\$0		No	NOCH
Street Sweeper	2013	Elgin Pelican NP	\$165,203	\$0		\$0		No	NOCH
Leaf Vac	2014	Tarco Windy Series Leaf Vac with Box	\$46,900	\$0		\$0		No	NOCH
Truck	2017	FORD F-250	\$26,000	\$0		\$0		No	NOCH
Trailer	2014	MAXEY 83" WIDE DUMP TRAILER	\$7,350	\$0		\$0		No	NOCH

## City Street Financial Report

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Fiscal Year
2018
Sheet
7 of 8

City Name
WEST BRANCH
City Number
0131

### Explanation Sheet

Comments
In December 2017 we issued a \$4,200,000 General Obligation bond. The bond was for multiple projects and not all projects were making principal payments in the first year. Therefore, I presented the portion of the bond that applied to only the Street Debt on this schedule. Your reporting system does not allow me to accurately present the true amount of the interest and principal payment and so I chose to do this way. Please let me know if that is not acceptable and tell me how I you want me to present it.



Form 517007 (5-2018)  
Office of Local Systems  
Ames, IA 50010

<b>City Name</b>
WEST BRANCH
<b>City Number</b>
9452

## City Street Financial Report

Report Generated
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<b>Fiscal Year</b>
2018
Sheet
8 of 8

### Monthly Payment Sheet

Month	Road Use tax Payments
July	\$30,083.32
August	\$31,091.12
September	\$30,358.28
October	\$18,959.12
November	\$26,820.14
December	\$23,256.63
January	\$19,370.87
February	\$32,643.81
March	\$20,679.18
April	\$11,292.67
May	\$27,890.67
June	\$22,818.50
<b>Totals</b>	<b>\$296,264.31</b>

**RESOLUTION 1737**

**A RESOLUTION ACCEPTING AND APPROVING THE CITY STREET FINANCE  
REPORT FOR FISCAL YEAR 2018**

**WHEREAS**, the Code of Iowa requires that a Street Finance Report for the fiscal year be filed with the Department of Transportation by September 30 of each year, and

**WHEREAS**, City Staff has prepared and filed this report with City Council for review and approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Branch, Iowa that the Official 2018 Fiscal Year Street Finance Report referred to in the preamble hereof be hereby approved and forwarded to the Iowa Department of Transportation.

\* \* \* \* \*

**PASSED AND APPROVED** this 17th day of September, 2018.

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

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



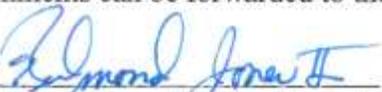
**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Public Hearing:</b> On the Proposed Amendment to the Amended and Restated West Branch Urban Renewal Plan.
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Kevin Olson, City Attorney
<b>DATE:</b>	September 13, 2018

**BACKGROUND:**

NOTICE OF PUBLIC HEARING  
ON THE PROPOSED AMENDMENT TO THE  
AMENDED AND RESTATED WEST BRANCH URBAN RENEWAL PLAN.

PLEASE BE ALSO ADVISED that a public hearing on said proposed Amendment to the Amended and Restated West Branch Urban Renewal Plan will be held at 7:00 p.m. on Monday, September 17<sup>th</sup>, 2018 in the Council Chambers at City Hall, 110 N. Poplar Street, West Branch, Iowa 52358. At that time, the City Council will receive comments for or against said Amendment. In addition, written comments can be forwarded to the City Clerk at the above address.

/s/   
Redmond Jones II, City Administrator/Clerk

<b>STAFF RECOMMENDATION:</b>	Open and Close the Public Hearing – 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>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Resolution 1740</b> – A Resolution Approving an Amendment to the Amended and Restated West Branch Urban Renewal Plan.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Kevin Olson, City Attorney
<b>DATE:</b>	September 13, 2018

### BACKGROUND:

The purpose of the West Branch Urban Renewal Plan is to encourage the continued stability and vitality of the economic well-being of the City of West Branch through economic development.

The primary goals of the plan are to stimulate, through public action and commitments, private investments and developments within the area, including, but not limited to: commercial, industrial and retail activities and surrounding municipal facilities. In order to achieve the objectives of the West Branch Urban Renewal Plan. The City of West Branch undertakes the urban renewal actions as specified in the Plan, pursuant to the powers granted to it under chapter 403 of the Iowa Code, entitled: Urban Renewal Law, and Chapter 15A of the Iowa Code.

<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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# **West Branch Urban Renewal Plan**

**Amended and Restated**

**City of West Branch, Iowa**

Prepared by the City of West Branch  
September, 2013

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## TABLE OF CONTENTS

- I. Introduction
- II. Urban Renewal Plan Objectives
- III. District Boundaries
- IV. Public Purpose Activities
- V. Development Area
- VI. Urban Renewal Actions
- VII. Financing Activities
- VIII. State and Local Requirements
- IX. Duration of the Approved Urban Renewal Plan Amendment
- X. Severability
- XI. Amendment of the Approved Urban Renewal Area
- XII. Attachments

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## I. INTRODUCTION

The purpose of the West Branch Urban Renewal Plan ("the Plan") is to encourage the continued stability and vitality of the economic well being of the City of West Branch through economic development.

The primary goals of the plan are to stimulate, through public action and commitments, private investments and developments within the area, including, but not limited; commercial, industrial and retail activities and surrounding municipal facilities. In order to achieve the objectives of the West Branch Urban Renewal Plan, the City of West Branch will undertake the urban renewal actions specified in this Plan, pursuant to the powers granted to it under chapter 403 of the Iowa Code, Urban Renewal Law, and Chapter 15A of the Iowa Code.

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## II. URBAN RENEWAL PLAN OBJECTIVES

The overall goal of the West Branch Urban Renewal Plan, as amended from time to time, is to encourage economic development by providing infrastructure improvements to accommodate development of commercial and industrial uses in the City of West Branch.

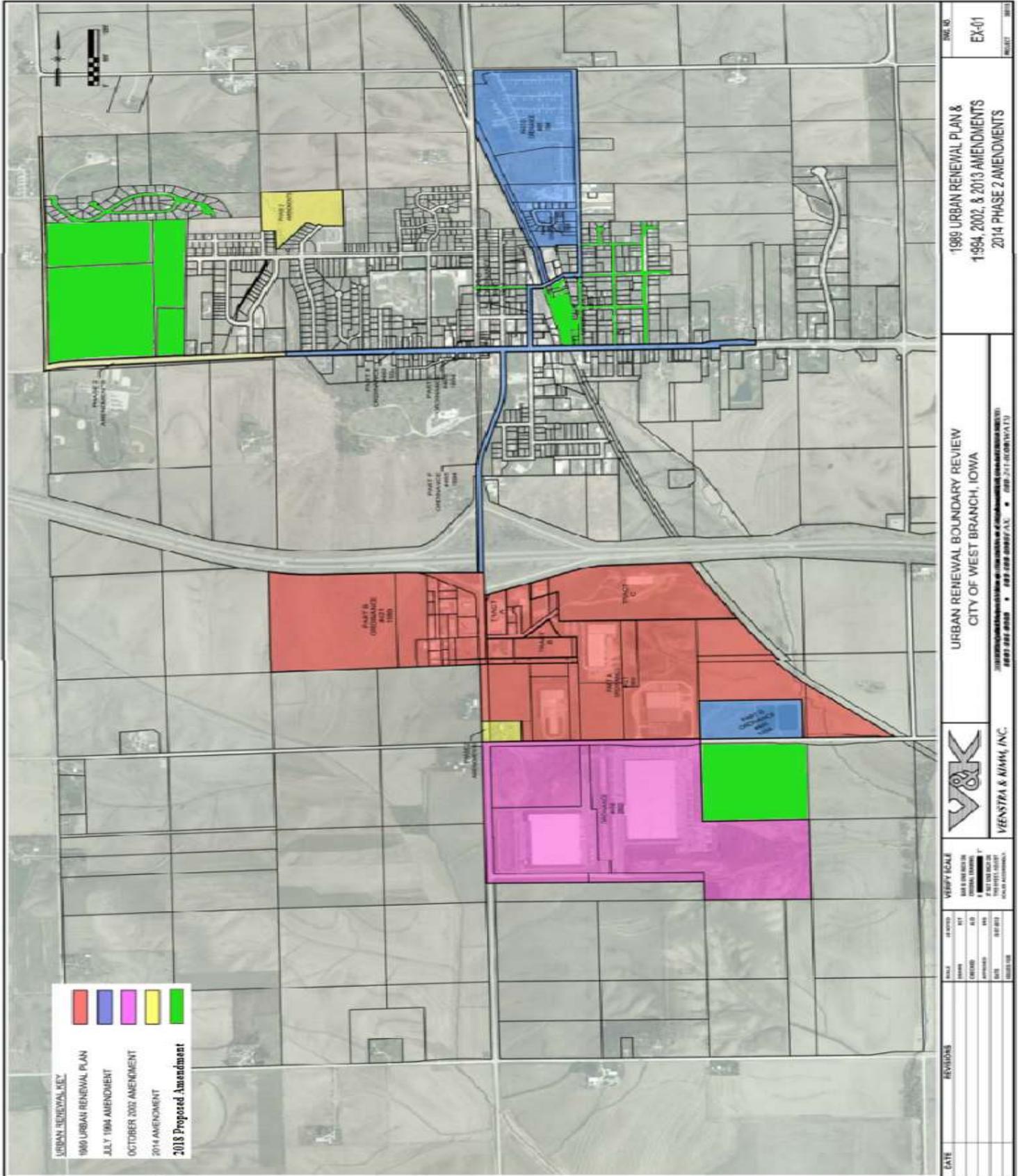
The following objectives have been established for this Urban Renewal Area:

- A. To preserve and create an environment within the area which will protect the health, safety and general welfare of the residents of West Branch.
- B. To provide a safe and efficient circulation system for both vehicles and pedestrian linkages.
- C. To encourage attractive, convenient, and suitable development.
- D. To ensure that the area is adequately served with public utilities and streets; including storm and sanitary sewers, water, power, gas and telephone.
- E. To facilitate the development and maintenance of open spaces, park spaces, and recreational facilities and opportunities for its citizens and the businesses located in said Urban Renewal Area.

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### III. DISTRICT BOUNDARIES

INSERT BOUNDARIES OF UR PLAN



#### IV. PUBLIC PURPOSE ACTIVITIES

To meet the objectives of the Plan Amendment, the City of West Branch is prepared to initiate and support development through the following public purpose activities:

- Pre-development planning, including feasibility analysis and engineering, and consulting;
- Installation, construction and reconstruction of streets, utilities (including water, sanitary sewer systems and storm sewer systems), parking facilities, park spaces, open spaces, recreational trails and facilities, and other public improvements, including but not limited to the streetscape improvements;
- Site preparation, including planning, design, and engineering;
- Environmental Assessment and remediation and related purposes;
- Acquisition, sale or lease of real property for development purposes;
- Provide financial assistance for eligible public and private development and development efforts.

All public purpose activities shall meet the development restrictions and limitations placed upon it by the Plan.

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## V. DEVELOPMENT AREA

Land Use Development and Redevelopment Requirements:

The intent of the West Branch Urban Area is to promote the development and redevelopment of quality commercial and industrial uses in the Area.

### Land Use and Zoning

The Zoning Map for the Urban Renewal Area is attached as Exhibit "B". The major land use categories in the Urban Renewal Area are industrial and commercial?????????.

Major zoning categories in the area include LIST

**I JUST LEFT WEST CORALVILLE'S ZONING CLASSIFICATIONS IN HERE TO SHOW WHAT I WANT FOR WEST BRANCH PLAN. ONCE I KNOW THE ZONING DISTRICTS, I CAN INSERT THE PROPER LANGUAGE HERE.**

C-2 General Commercial District. The C-2 Arterial Commercial District is appropriately located adjacent to primary arterials and expressways on level sites. It should be well buffered from low density residential uses with particular care given to addressing traffic issues.

A. Permitted Uses. The following uses are allowed in the C-2 Arterial Commercial District are:

1. Churches and educational facilities.

B. Provisional Uses. The following provisional uses may be allowed in the C-2 Arterial Commercial District upon submittal of a Site Plan as required in Section 165.52 and approval by the Building Official.

- A. Personal service retail uses as described in Section 165.28(3)(A)
- B. Professional Offices and Medical Clinics
- C. Convenience Stores as described in Section 165.28(3)(C)
- D. Automobile service stations, fuel stations and accessory uses
- E. Automobile, trailer, motorcycle, boat, farm implement and construction equipment establishments for display, hire, rental and sales.
- F. Home service retail stores as described in Section 165.28(3)(F)
- G. General retail stores as described in Section 165.28(3)(G)
- H. Travel related and hospitality related businesses as described in Section 165.28(3)(H)
- I. Restaurants and amusement establishments as described in Section 165.28(3)(I)
- J. Small veterinary clinics without boarding facilities.

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C. Conditional Uses. The following conditional uses may be allowed in a C-2 Arterial Commercial District upon approval of a conditional use permit by the Board of Adjustment:

- i. Any permitted or provisional use that requires a drive-up facility.
- ii. Multi-family residential uses provided it is a secondary use and does not utilize more than 10% of the main floor of the structure.
- iii. Any permitted or provisional use that requires over 35% lot coverage.
- iv. Beer-making for wholesale or retail uses of less than or equal to 650 gallons per day.
- v. Outdoor display for the permitted sale of goods and services allowed or defined as a provisional or conditional use under this Chapter 165.
- vi. Automobile service, repair, painting, body works, upholstery or similar refurbishing in accordance with Section 165.28(4)(F)
- vii. Storage of oils, petroleum or similar flammable liquids or gases of less than 2000 gallons per tank with no more than two tanks on the property upon approval of the Fire Department.

D. Special Exception Uses. The following uses may be permitted in the C-2 Arterial Commercial District upon approval of a conditional use permit by the Board of Adjustment as required by Section 165.51.

1. Drive-in movie theaters provided the site is at least ten acres.
2. Beer making for wholesale or retail uses of greater than 650 gallons per day as long as the beer making use contains a retail/commercial component that sells the products manufactured on site to the general public.

E. Size regulations- See section 165.28(6).

F. General Provisions. The following provisions shall apply for all uses in the C-2 Arterial Commercial District:

1. Parking and Loading Requirements- See section 165.35.
2. Accessory Use and Building Regulations- See section 165.12
3. Sign Regulations- See section 165.36.

I-1 Research/Office Industrial District. The I-1 District is a low impact industrial, business and research area set aside for the location of enterprises that have negligible environmental impacts beyond their property limits.

A. Permitted uses. The following are permitted uses in the I-1 Research/Office Industrial District:

- i. Laboratories for research, testing and experimental purposes.

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- ii. Manufacturing facilities to produce computers, computer peripherals, electrical appliances, electronic equipment, medical instruments or other similar products.
  - iii. Public educational facilities related to industry and vocational training and research facilities.
  - iv. Offices.
- B. Provisional Uses: none.
- C. Conditional Uses. The following uses may be allowed in the I-1 Research/Office District upon the approval of a conditional use permit by the Board of Adjustment.
- i. Distribution and warehousing facilities.
  - ii. Distribution centers
  - iii. Film processing facilities.
  - iv. Mail order and distribution centers.
  - v. Manufacturing facilities as described in Section 165.30(4)(E)
  - vi. Printing and publishing.
  - vii. Public detention and correctional facilities provided they are at least 500 feet from any residential district
  - viii. Publicly owned storage, warehousing and maintenance facilities.
  - ix. Radar, radio and television studios, stations and towers.
  - x. Child Care facilities.
- D. Special Exception Uses: None
- E. Size regulations: Section 165.30(6)
- F. General Provisions:
- 1. Parking and loading requirements. Section 165.35
  - 2. Accessory use and building regulations. Section 165.12
  - 3. Sign regulations. Section 165.36.

#### Planning and Design Criteria

The bulk standards, parking requirements and signage restrictions established within the City of West Branch's Zoning Ordinance for applicable zoning districts shall apply to all development and redevelopment activities. Specific design standards applicable to the West Branch Development Area may also be developed to ensure compatible development of the area.

The planning criteria to be used to guide the physical development of the West Branch Development Area are those standards and guidelines contained within the City of West Branch's Zoning Ordinance, the West Branch Community Plan and other local, state, and federal codes and ordinances. A master site plan of the West Branch Development Area has also been developed to guide public and private development opportunities in the area.

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## VI. URBAN RENEWAL PROJECTS

The urban renewal powers to be exercised to achieve the objectives of the plan include, without limitation, provision of public improvements and facilities, dedication of public right of way, the establishment and enforcement of controls, standards and restrictions on land use, building and signage, arrangement of financing and any other activity pertaining to planning and implementing an urban renewal project authorized under the Urban Renewal Law of the State of Iowa.

### . Proposed Activities

1. Improvement, installation, construction and reconstruction of curbs and gutters, sidewalks, landscaping, lighting, signage, water mains, storm sewer mains and detention facilities, and sanitary sewer mains within the area.
2. Acquisition of property for public improvements and private development and redevelopment.
3. Demolition and clearance of improvements not compatible with or necessary for future public, commercial, and or industrial redevelopment.
4. Disposition of any property acquired in the Urban Renewal Area, including without limitation, sale and initial leasing or retention by the City itself, at such property's fair market value.
5. Building and maintaining of recreational facilities and other public improvements, including but not limited to maintenance of open spaces, park spaces, parking facilities and landscaping.

The following projects will be paid for using monies generated from the tax increment pursuant to Chapter 403 of the Code of Iowa:

- City of West Branch Wastewater Facility Upgrades, to include engineering, financing, right-of-way, construction and administrative costs.
- South Downey Road Improvements (Interstate 80 to Tidewater Drive), to include engineering, financing, right-of-way acquisitions, construction and administrative costs.
- South Downey Road Improvements Phase II (Tidewater Drive south to the City limits), to include engineering, financing, right-of-way, construction and administrative costs.
- County-Line Road Improvements Project, including engineering, financing, right-of-way acquisitions, construction and administrative costs.
- Industrial Drive Road and Sewer Improvements Project, to include engineering, financing, right-of-way acquisitions, sanitary sewer, paving/curbs and gutters and storm sewer work.

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- Main Street Resurfacing Project, including engineering, financing, right-of-way acquisitions and ACC overlay/patching to Main Street throughout the City.
- Community Recreational Complex, including feasibility studies, engineering, architectural fees, construction of baseball/softball fields, construction of a recreation center, parking lots and associated administrative and landscaping costs.
- Parkside Road Improvements Project north of Interstate 80, to include engineering, patching and resurfacing, storm sewers, financing, right-of-way acquisitions and associated administrative costs.
- Tidewater Drive east of the newly constructed Casey's General Store to the Tidewater facility, including engineering, construction costs, financing, right-of-way acquisitions and associated administrative costs.
- Rummells Avenue construction project, including engineering, construction of streets and public utilities, sidewalks, financing, right-of-way acquisitions and associated administrative costs.
- Rummells Industrial Subdivision Project, including the acquisition of real property in the West Branch Industrial Park, and properties on Main Street and Poplar Street and associated costs in connection with relocating said uses to the Rummells Industrial Subdivision
- College Street Bridge Project, including engineering and financing of the total construction costs for the reconstruction of the bridge and associated sidewalks.
- 4<sup>th</sup> Street Reconstruction Project, including engineering, construction costs for the paving, sidewalks and public utilities, financing and right-of-way acquisition.

#### B. Standards and restrictions

All development in the urban renewal area will comply with existing zoning, subdivision and building code ordinances.

#### C. Special Financing Activities

To meet the objectives of this Amended and Restated Urban Renewal Plan and to encourage the development of the Urban Renewal Area and private investment therein, the City of West Branch is prepared to provide financial assistance to qualified industries and businesses through the making of loans or grants under chapter 15A of the Iowa Code and through the use of tax increment financing under 403 of the Iowa Code.

##### 1. Chapter 15A Loan or Grants

The City of West Branch has determined that the making of loans or grants of public funds to industries and businesses within the Urban Renewal Area may be necessary to aid in the planning, undertaking, and carrying out of the urban renewal projects authorized under this Urban Renewal Plan within the meaning of Section 384.24(3) of the Iowa Code.

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## 2. Tax Increment Financing

The City of West Branch is prepared to utilize tax increment financing as a means of financing the development costs associated with the development of the Urban Renewal Area. Bonds or notes may be issued by the City under the authority of section 403.9 of the Iowa Code (tax increment revenue bonds), section 384.24A (loan agreements), or section 384.24(3)(q) and Section 403.12 (general obligation bonds) and tax increment reimbursement may be sought for, among other things, the following costs (if and to the extent incurred by the city):

- A. The construction of public improvements, such as streets, sanitary sewers, storm sewers, water mains, sidewalks, or streetscape in the Urban Renewal Area;
  - B. Acquisition and preparation of land for development and redevelopment by private developers;
  - C. The making of loans or grants to industries and businesses under 15A of the Iowa Code, including debt service payments on any bonds or notes issued to finance such loans or grants; and
  - D. Providing the local matching share for CEBA, RISE, IEDA or other state and federal grants and loans.
  - E. Construction of parks, open spaces and trails, including specifically baseball/softball fields and a recreation center.
3. Attachment A (Location Map), Attachment B (Current Zoning), and Attachment C (List of Obligations) of the West Branch Urban Renewal Plan are hereby amended to be included to the existing exhibits to the Urban Renewal Development Area.

All other provisions of the West Branch Urban Renewal Plan, as amended, shall remain in full force and effect as provided therein.

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## VII. FINANCING ACTIVITIES

The City of West Branch intends to utilize the various financing tools to finance physical improvements within the Urban Renewal Area. These include:

### A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment mechanism (TIF) to finance the costs of public improvements associated with redevelopment projects. Upon creation of a tax increment district, the assessment base is frozen and the same amount of the tax revenue collected just prior to the creation of the district is segregated in a separate fund for the benefit of each taxing jurisdiction. The increased taxes generated by any development that takes place in the tax increment district after the TIF establishment date is placed in a special fund to pay the indebtedness incurred by the City in furtherance of an urban renewal project. Once such indebtedness is retired, the taxing jurisdiction may collect its proportionate share of the increased tax revenue generated from the district.

### B. General Obligation Bonds

Under Sections 384.23-384.36 of the Iowa Code, the City has the authority to issue and sell G.O. bonds for the specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Urban Renewal Area. Such bonds are payable from the levy of taxes on all taxable property within the City of West Branch.

### C. Proposed Amount of Indebtedness

At this time the extent of improvements and new development within the Urban Renewal Area is only generally known. At such, the amount and duration of use of the tax increment revenues for public improvements and or private improvements can only be estimated. The actual use and amount of tax increment revenues to be used by the City of district activities will be determined at the time specific development is proposed.

It is anticipated that the maximum amount of indebtedness, including principal, interest and City advances, which will qualify for tax increment revenue reimbursement during the duration of this Plan, including acquisition, public improvements and private development assistance, will not exceed \$INSERT COSTS OF PROJECTS.

At the time of adoption of the Plan, the City of West Branch's current general obligation debt is \$???????????? (a list of general obligations is found on Attachment C) and the applicable constitutional debt limit is \$????????????.

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## **VIII. STATE AND LOCAL REQUIREMENTS**

The City of West Branch in the adoption of this AMENDED AND RESTATED URBAN RENEWAL PLAN and its supporting documents has complied with all provisions necessary to conform to state and local law.

## **IX. DURATION OF THE APPROVED URBAN RENEWAL PLAN**

This Plan Amendment shall be in effect from adoption of this amended and restated West Branch Urban Renewal Plan, or until such time that the City of West Branch has received full reimbursement from all incremental taxes of its advances, principal, and interest payable on all Tax Increment Financing or general obligations issues to carry out the objectives of the area.

## **X. SEVERABILITY**

In the event that one or more provisions contained in this Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, unauthorized, or unenforceability shall not effect any other provision of this Plan and this Plan shall be construed and implemented as if such provision had never been contained herein.

## **XI. AMENDMENT OF THE APPROVED URBAN RENEWAL PLAN**

This Plan may be amended by the City Council from time to time to respond to development opportunities. Any such amendment shall be completed in accordance with Chapter 403 of the Iowa Code, Urban Renewal Law.

## **XII. ATTACHMENTS**

- A. Urban Renewal District Location Map
- B. Zoning Map
- C. List of Obligations

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## **RESOLUTION 1740**

### **RESOLUTION APPROVING AND ADOPTING AN AMENDMENT TO THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE WEST BRANCH URBAN RENEWAL AREA.**

**WHEREAS**, City Staff has caused there to be prepared an amendment to the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to specifically outline projects to be constructed or which the City will cause to be constructed in said West Branch Urban Renewal Area; and

**WHEREAS**, it is desirable that these areas be redeveloped as part of the overall redevelopment area covered by said Plan; and

**WHEREAS**, adoption of the amendment to the Amended and Restated Plan for the West Branch Urban Renewal Area is in conformity with the general plan for development of the City as a whole; and

**WHEREAS**, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area and the division of revenue described therein, and that notice of said consultation and a copy of the proposed amendment to the Amended and Restated Plan be sent to all affected taxing entities; and

**WHEREAS**, pursuant to such notice, the consultation was duly ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in this report of the City Administrator filed herewith and incorporated herein by this reference, which report is in all respects approved; and

**WHEREAS**, by resolution, this Council also set a public hearing on the adoption of the amendment to the Amended and Restated Plan for the West Branch Urban Renewal Area for this meeting of the Council, and due and proper notice of said public hearing was given, as provided by law, by timely publication in the West Branch Times, which notice set forth the time and place for this hearing and nature and purpose thereof; and

**WHEREAS**, in accordance with said notice, all persons or organizations desiring to be heard on said proposed Amended and Restated Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due

consideration has been given to all comments and views expressed to this Council in connection therewith and said public hearing has been closed.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH, IOWA:**

**Section 1.** That the findings and conclusions set forth or contained in Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area concerning the area of the City of West Branch, Iowa described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of the Council for this area.

**Section 2.** This Council further finds:

- a. That the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area of the City of West Branch, Iowa, conform to the general plan for the development of the City as a whole; and
- b. As to those areas of open land to be included within the West Branch Urban Renewal Area to be acquired by the City:
  - i. With reference to the portions thereof which are to be developed for residential uses, the City Council hereby determines that such residential uses is necessary to encourage the retention and relocation of commercial and industrial uses in the City and throughout the State; and
  - ii. With reference to those portions thereof which are to be developed for non-residential uses, the City Council hereby determines that such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

**Section 3.** That the amendment to the Amended and Restated Plan for the West Branch Urban Renewal Area of the City of West Branch, Iowa, be and the same is hereby approved and adopted and said amendment to the Amended and Restated Urban Renewal Plan is hereby in all respects approved.

**Section 4.** That the amendment to the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area shall be in full force and effect from the date of this Resolution until the later of the date of termination set forth in the Plan as so amended, or the date on which payment of all obligations issued or advances made to carry out the purposes thereof shall be fully provided for. Said Amended and Restated

Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this resolution, to the Recorder for Cedar County, Iowa, to be filed and recorded in the manner provided by law.

\* \* \* \* \*

**Passed and approved** this 17<sup>th</sup> day of September, 2018.

---

Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Resolution 1741</b> – Setting a Public Hearing on a Proposed Development Agreement with the Meadows Development Inc.
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Kevin Olson, City Attorney
<b>DATE:</b>	September 13, 2018

### BACKGROUND:

#### NOTICE OF PUBLIC HEARING ON THE APPROVAL OF A DEVELOPMENT AGREEMENT WITH THE MEADOWS DEVELOPMENT, INC. AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of West Branch, Cedar County, Iowa, will meet at the City Council Chambers, 110 N. Poplar Street, on the 1<sup>st</sup> day of October, 2018, at 7:00 o'clock p.m. at which time and place a public hearing will be held on the proposal to enter into a Development Agreement with The Meadows Development, Inc. and the City of West Branch in connection with the construction of a housing development and infrastructure related to said housing development, which provides for annual appropriation tax increment payments in a total amount not-to-exceed \$395,000, as authorized by Section 403.9 of the Code of Iowa, as amended.

The Agreement to make annual appropriation incremental property tax payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from the Casey's development located within the Amended and Restated West Branch Urban Renewal Area. All payments under this Agreement will be subject to annual appropriation of the City Council.

At the meeting, the City Council will receive oral and written objections from any resident or property owner of the City. Thereafter, the City may, at the meeting, or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal. This notice is given by order of the City Council in accordance with Section 403.9 of the Code of Iowa, as amended.

<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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NOTICE OF PUBLIC HEARING ON THE APPROVAL OF A DEVELOPMENT  
AGREEMENT WITH THE MEADOWS DEVELOPMENT, INC. AND  
AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT  
PAYMENTS

The City Council of the City of West Branch, Cedar County, Iowa, will meet at the City Council Chambers, 110 N. Poplar Street, on the 1<sup>st</sup> day of October, 2018, at 7:00 o'clock p.m. at which time and place a public hearing will be held on the proposal to enter into a Development Agreement with The Meadows Development, Inc. and the City of West Branch in connection with the construction of a housing development and infrastructure related to said housing development, which provides for annual appropriation tax increment payments in a total amount not-to-exceed \$395,000, as authorized by Section 403.9 of the Code of Iowa, as amended.

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At the meeting, the City Council will receive oral and written objections from any resident or property owner of the City. Thereafter, the City may, at the meeting, or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council in accordance with Section 403.9 of the Code of Iowa, as amended.

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

## **DEVELOPMENT AGREEMENT**

This Agreement is entered into by and between the City of West Branch, Iowa (the “City”), 110 Poplar Street, West Branch, Iowa 52358 and The Meadows Development, Inc. (the “Development”).

**WHEREAS**, the City has established the West Branch Urban Renewal Area (the “Urban Renewal Area”); and

**WHEREAS**, the Developer proposes to construct a 57-lot residential subdivision, which will include both one and two-family residences (the “Project”); and

**WHEREAS**, the Project will be constructed on Lots 1 through 57, The Meadows Subdivision, Part Four, West Branch, Iowa, (the “Development Property”); and

**WHEREAS**, the Developer has entered into a Subdivider’s Agreement with the City outlining the public improvements necessary to complete the Project, and

**WHEREAS**, the Developer has requested tax increment financing assistance in the form of an economic development grant consisting of tax rebates to assist in the construction of the Project at a faster pace than was the planned phasing of the Project; and

**WHEREAS**, Chapters 15A and 403 of the Code of Iowa authorize cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

**NOW THEREFORE**, the parties hereto agree as follows:

A. Company’s Covenants.

1. The Developer will submit a final plat for The Meadows Subdivision, Part Four for approval by the City Council.
2. The Developer shall within one year of the approval of the final plat, construct all of the improvements as outlined in the Subdivider’s Agreement.
3. The Developer, its assigns and successors, shall pay all property taxes when due.

B. City’s Obligations

1. The City shall amend the West Branch Urban Renewal Plan in strict compliance with Chapter 403 of the Code of Iowa to add the Project so that it is eligible for \$395,000 worth of tax increment financing rebate payments to the Developer.

2. The City shall adopt such ordinances pursuant to Chapter 403 of the Code of Iowa to collect incremental tax revenues for Lots 1 through 57, The Meadows Subdivision, Part Four, West Branch, Iowa and keep such ordinances in place throughout the terms of this Agreement.

2. Upon submitting the required documentation as outlined in Section (A) above to show compliance with this Agreement, the City shall make annual incremental tax payments to the Developer which shall be 70% of the total incremental tax revenues received by the City from Lots 1 through 57, The Meadows Subdivision, Part Four (the "Payments"). Said Payments shall continue until such time the total aggregate Payments equal \$395,000 or December 31, 2035, whichever occurs sooner. In the event that the Developer has not received the \$395,000 by December 31, 2035, the Developer expressly agrees that it will have no further claim against the City for any shortfall of Payments.

3. The Payment shall not constitute general obligations of the City but shall be made solely and only from incremental property taxes received by the City from the Cedar County Treasurer which are attributable to the Property and is subject to annual appropriation of the City Council on or before December 1<sup>st</sup> of each year this Agreement is in effect.

C. Administrative Provisions.

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Developer's rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a private lender, as security, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

4. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by United States registered or certified mail, with return receipt requested, or by a national overnight next day business courier service (such as Federal Express), postage or delivery charges prepaid, addressed to the parties at the addresses set forth below:

If to City, to:

City of West Branch, Iowa  
110 N. Poplar Street  
West Branch, Iowa 52358  
ATTN: City Administrator

If to Developer, to:

The Meadows Development, Inc.  
C/o 25 Eastview Place NE  
Iowa City, Iowa 52240

The addresses to which notice are to be given may be changed at any time by any part upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For purposes of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the party to whom it was sent, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

The City and the Developer have caused this Agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF WEST BRANCH, IOWA

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

Attest:

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

The Meadows Development, Inc.

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

\_\_\_\_\_  
Print name and title

**RESOLUTION 1741**

**RESOLUTION SETTING A PUBLIC HEARING ON A PROPOSED DEVELOPMENT AGREEMENT WITH THE MEADOWS DEVELOPMENT, INC. WHICH INCLUDES ANNUAL APPROPRIATION TAX INCREMENT REBATES.**

**WHEREAS**, the City and the Meadows Development, Inc. (the “Developer”) have negotiated an agreement whereby the developer will construct a residential subdivision in the City; and

**WHEREAS**, as part of said residential development, the City will assist the Developer in constructing infrastructure for said development by granting the Developer annual appropriation incremental tax rebates on said development; and

**WHEREAS**, prior to the execution of a development agreement which includes incremental tax rebates, the City Council must hold a public hearing.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Branch, Iowa, that a public hearing on the proposed development agreement be and the same is hereby set for 7:00 p.m. on Monday, October 1, 2018, in the Council Chambers at City Hall, 110 N. Poplar Street, West Branch, Iowa 52358. Further, the City Clerk is directed to publish notice of said public hearing as required by law.

\* \* \* \* \*

**Passed and approved** this 17<sup>th</sup> day of September, 2018.

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

ATTEST:

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



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Resolution 1742</b> – Approving a Subdivider’s Agreement with KLM Investments for the Meadows, Part Four, West Branch, Iowa.
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Kevin Olson, City Attorney
<b>DATE:</b>	September 13, 2018

**BACKGROUND:**

In consideration of the city approving the plat and subdivision of real estate known and designated as The Meadows Subdivision, Part Four, West Branch, Iowa, prior to Subdivider's installation and construction of the required municipal improvements, Subdivider shall make escrow provisions as provided herein. Municipal improvements shall include a 29-foot PCC street known as Gilbert Drive, a 31- foot PCC street known as Dawson Drive, a 31-foot PCC street known as W. Orange Street, sanitary sewers, water mains, storm sewers, sump-pump line, storm water detention basins and street lighting. Said municipal improvements shall be constructed and installed in accordance with construction plans and specifications approved by the City Engineer of the City who shall have the right to make or authorize occasional inspections of the work in progress. Said inspections shall not relieve or release the Subdivider from the responsibility to construct the municipal improvements in accordance with the approved plans and specifications.

<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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## **CITY OF WEST BRANCH, IOWA/SUBDIVIDER'S AGREEMENT**

### **THE MEADOWS SUBDIVISION, PART FOUR**

This Agreement is made by and between KLM Investments, L.L.C., an Iowa limited liability company, hereinafter referred to as the "Subdivider", and the City of West Branch, Iowa, a Municipal corporation, hereinafter referred to as the "City".

WITNESSETH

#### **SECTION 1. MUNICIPAL IMPROVEMENTS; CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS.**

In consideration of the city approving the plat and subdivision of real estate known and designated as The Meadows Subdivision, Part Four, West Branch, Iowa, prior to Subdivider's installation and construction of the required municipal improvements, Subdivider shall make escrow provisions as provided herein. Municipal improvements shall include a 29-foot PCC street known as Gilbert Drive, a 31-foot PCC street known as Dawson Drive, a 31-foot PCC street known as W. Orange Street, sanitary sewers, water mains, storm sewers, sump-pump line, storm water detention basins and street lighting. Said municipal improvements shall be constructed and installed in accordance with construction plans and specifications approved by the City Engineer of the City who shall have the right to make or authorize occasional inspections of the work in progress. Said inspections shall not relieve or release the Subdivider from the responsibility to construct the municipal improvements in accordance with the approved plans and specifications.

#### **SECTION 2. SIDEWALKS.**

The Subdivider agrees that no later than three (3) years from the date of the City's Resolution approving the Final Plat of The Meadows Subdivision, Part Four, West Branch, Iowa, or upon seventy-five percent (75%) of the development of the lots therein, whichever occurs first, to install sidewalks abutting each lot which shall be at least five (5) feet wide and constructed according to the plans and specifications as approved by the City Engineer. The escrow provision need not include the sidewalk installation, however, the same shall remain a lien against each lot until accepted and released by the City.

#### **SECTION 3. ESCROW MONIES**

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

#### SECTION 4. USE OF ESCROW MONIES

If, after one year from the date of the City's resolution approving the preliminary plat of the subdivision, the municipal improvements have not been constructed and installed for the subdivision, then City may use and/or make demand upon the municipal improvements escrow to construct and install said municipal improvements. The City shall release any bond or letter of credit or refund to the Subdivider any portions of or any excess escrow monies not used by the City after construction, installation and acceptance of all of the municipal improvements. Any cash or check held in escrow shall be released as needed for payment of the costs of the improvements.

In addition, the City may make use of any of the proceeds of the security provided by Subdivider in order to enforce the erosion control requirements pursuant to Section 170.15(15) of the West Branch Code of Ordinances.

#### SECTION 5. WAIVER

In the event the Subdivider shall sell or convey or make application for a building permit on any lot or lots in the subdivision without having first constructed and installed all the municipal improvements for the subdivision, then the City shall have the right to proceed therewith as provided in Section 3 above.

#### SECTION 6. LIEN

The costs of the construction and installation of the municipal improvements shall be a lien and charged against all lots in said subdivision and need not meet the requirements of notice, benefit or value as provided for by the Code of Iowa for assessing said municipal improvements which may exceed the municipal improvements escrow.

#### SECTION 7. RELEASE

The City agrees that when all municipal improvements have been constructed and installed for the subdivision, to the satisfaction of the City and upon acceptance by resolution, to furnish the Subdivider a good and sufficient Release for filing in the office of the County Recorder so that this Agreement will not constitute a cloud upon the title.

#### SECTION 8. PUBLIC SERVICES.

Subdivider agrees that public services including, street maintenance, snow plowing, water and sanitary sewer service, will not be provided in said subdivision until the municipal improvements have been constructed, installed and accepted by the City.

SECTION 9. OUTLOTS A & B.

At the time of recording of the final plat and after grading a place for a trail through Outlot A and Outlot B, Subdivider shall convey Outlot A and Outlot B to the City via Warranty Deed.

SECTION 10. PAYMENT OF SANITARY SEWER CONNECTION FEE.

Prior to the approval of the final plat of the Meadows Subdivision Part 2, the Subdivider shall pay to the City the sum of \$\_\_\_\_\_ as payment of the Sanitary Sewer Connection Fee District.

SECTION 11. ZONING.

The parties expressly agree that the Subdivision is currently zoned R-1 Single Family Residential, but that the Subdivider intends to apply to change the zoning classification of Lots 22 through 39 inclusive into R-2 Two-Family Residential Lots.

SECTION 12. STORM WATER EROSION CONTROL AND TOPSOIL REQUIREMENTS.

Subdivider or its assigns or successors in interest shall be responsible for the maintenance of appropriate erosion control measures during construction of the infrastructure and during building of any structures in the Subdivision. In addition, the Subdivider shall be responsible for the placement of 4-inches of topsoil or allowed substitute upon each lot after the structures have been constructed prior to the issuance of any occupancy permit for said structure.

SECTION 13. REPLACEMENT OF EXISTING SANITARY SEWER LINE.

The Subdivider shall remove and/or fill the existing sanitary sewer line presently located in this Subdivision in compliance with City standards for abandonment of public utilities. After the existing sanitary sewer has been abandoned properly and the new sanitary sewer constructed in accordance with Section 1 above is installed and accepted by the City, the City shall take the appropriate steps to vacate the existing sanitary sewer easement at the same time the final plat is approved.

SECTION 14. MINIMUM LOW OPENINGS – LOTS 16 AND 17.

Prior to constructing any structure on Lots 16 and 17 of this Subdivision, the City and Subdivider shall establish a minimum low opening elevation for any structures constructed on Lots 16 and 17.

SECTION 15. ASSIGNS AND SUCCESSORS

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

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

KLM Investments, LLC:

City of West Branch:

By: \_\_\_\_\_  
      , Manager

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

ATTEST:

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

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Redmond Jones II, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Roger Laughlin and Redmond Jones II acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by  
\_\_\_\_\_ as Manager of KLM Investments, L.L.C.

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

**RESOLUTION 1741**

**RESOLUTION APPROVING A SUBDIVIDER'S AGREEMENT WITH KLM INVESTMENTS FOR THE MEADOWS, PART FOUR, WEST BRANCH, IOWA.**

**WHEREAS**, KLM Investments (the "Developer") has submitted a preliminary plat for The Meadows, Part Four, West Branch, Iowa (the "Development"); and

**WHEREAS**, as part of said Development, the Developer is required to construct certain municipal improvements; and

**WHEREAS**, to that end, the City Attorney has drafted a Subdivider's Agreement for said Development; and

**WHEREAS**, it is now necessary to approve said Subdivider's Agreement.

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

**Passed and approved** this 17<sup>th</sup> day of September, 2018.

---

Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk

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**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> Consider using a Community Survey as a part of the FY 2019 Budget Process.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Redmond Jones, City Administrator
<b>DATE:</b>	September 13, 2018

**BACKGROUND:**

The purpose of a survey would be to assess citizen satisfaction with the delivery of major city services, and gather input about priorities that can be used for setting the city’s goals and objectives for the upcoming fiscal year.

<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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# 2018 Community Survey

Thank you for taking time to complete this important survey. Your input will be used to help improve the quality of city services and set priorities for the community. If you have any questions, please do hesitate to call the city offices at (319) 643-5888. When you are finished, please return you completed survey in the enclosed potage-paid envelope or follow the instruction to compete it online. Your responses will remain confidential.

**1. Please rate the City’s overall performance in each of the following areas by circling the corresponding number below.**

PERFORMANCE

Major Categories of City Service		Very Good	Good	Fair	Poor	Don't Know
1	Overall quality of police services	4	3	2	1	9
2	Overall quality of fire and paramedic services	4	3	2	1	9
3	Overall quality of City Streets	4	3	2	1	9
4	Overall quality of City Sewer System	4	3	2	1	9
5	Overall quality of garbage and recycling collection services	4	3	2	1	9
6	Overall quality of neighborhoods	4	3	2	1	9
7	Overall quality of library services	4	3	2	1	9
8	Overall effectiveness of City’s engagement with public	4	3	2	1	9
9	Overall quality of customer experience in City interactions	4	3	2	1	9
10	City’s effort to attract and retain businesses	4	3	2	1	9

**2. Which Four of the services listed above do you think should be the City’s top priorities for improvement? (List your top 4 choices below using the numbers from the list in Question 1)**

1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_

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**WELL-PROTECTED COMMUNITY**

**3. Please rate your level of agreement with the following statements**

PERFORMANCE

Statement		Strongly Agree	Agree	Somewhat Disagree	Strongly Disagree	Don't Know
1	Overall, I feel safe in the City of West Branch	4	3	2	1	9
2	I feel safe in my neighborhood	4	3	2	1	9
3	I feel safe in downtown West Branch	4	3	2	1	9
4	I feel safe in City facilities (parks, libraries, and other city buildings)	4	3	2	1	9
5	The City should Hire More Police Officers.	4	3	2	1	9
6	The City Has Too Many Police Officers.	4	3	2	1	9

**4. Please rate the City's performance in the following areas.**

PERFORMANCE

Police Services		Very Good	Good	Fair	Poor	Don't Know
1	Responsiveness to emergency call for service	4	3	2	1	9
2	Responsiveness to non-emergency/assistance calls for service	4	3	2	1	9
3	Responsiveness to investigations of criminal offenses	4	3	2	1	9
4	Efforts to prevent crime	4	3	2	1	9
5	Visibility of police in Downtown West Branch	4	3	2	1	9
6	Visibility of police in your neighborhood	4	3	2	1	9
7	Traffic enforcement	4	3	2	1	9
8	Public education efforts	4	3	2	1	9

**5. Which THREE of the services listed above do you think should receive the MOST EMPHASIS from City leaders over the next two years? (Write in the numbers below using the numbers from the list in Question 4 above.)**

1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

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**6. Please rate the City's performance in the following area.**

PERFORMANCE

Fire Services		Very Good	Good	Fair	Poor	Don't Know
1	Responsiveness to emergency call for service, including medical emergencies	4	3	2	1	9
2	Responsiveness to non-emergency calls for service	4	3	2	1	9
3	Fire prevention efforts	4	3	2	1	9
4	Fire safety education programs (i.e. smoke house, school programs, etc.)	4	3	2	1	9
5	Fire fighting tools and equipment	4	3	2	1	9

**7. Which TWO of the services listed above do you think should receive the MOST EMPHASIS from the City leaders over the next two years?**  
 (Write in the numbers below using the numbers from the list in Question 6 above).

1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

## SUSTAINABLE INFRASTRUCTURE

**8. Please rate the City's Performance in the following areas.**

PERFORMANCE

Major Categories of City Service		Very Good	Good	Fair	Poor	Don't Know
1	Condition of major City streets (potholes, cleanliness, etc.)	4	3	2	1	9
2	Condition of streets in your neighborhood (potholes, etc.)	4	3	2	1	9
3	Snow Removal on major streets	4	3	2	1	9
4	Snow Removal in your neighborhood	4	3	2	1	9
5	Traffic flow on major City streets	4	3	2	1	9
6	Water and Sewer Billing Process	4	3	2	1	9
7	Storm drain system operation	4	3	2	1	9
8	Flood control and protection efforts	4	3	2	1	9
9	City's sanitary sewer system	4	3	2	1	9
10	Street Sweeping Service	4	3	2	1	9

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**9. Which Four of the services listed above do you think should be the City’s top priorities for improvement? (List your top 4 choices below using the numbers from the list in Question 8).**

1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_

**WELCOMING NEIGHBORHOODS**

**10. Please rate the City’s performance in the following areas. If you have not had contact with the facility/program/ service or do not have an opinion, circle “Don’t Know”.**

PERFORMANCE

	Major Categories of City Service	Very Good	Good	Fair	Poor	Don’t Know
1	Overall quality of City Parks	4	3	2	1	9
2	Overall appearance of parks and park facilities (cleanliness of open spaces, restrooms, shelters, landscaping)	4	3	2	1	9
3	The number, location, & accessibility of City Parks	4	3	2	1	9
4	Quality of outdoor athletic facilities (i.e. soccer and baseball fields, tennis courts, etc.)	4	3	2	1	9
5	Quality of walking and biking trails in the City	4	3	2	1	9
6	Quality and variety of recreational programs	4	3	2	1	9
7	Quality of recreational programs for teens	4	3	2	1	9
8	Quality of recreational programs for children under the age of 12	4	3	2	1	9
9	Quality of recreational programs for adults	4	3	2	1	9
10	Convenience & Ease of registration for programs and events	4	3	2	1	9

**11. Which FOUR of the services listed above do you think should receive the MOST EMPHASIS from City leaders over the next two years? (Write in the numbers below using the numbers from the list in Question 10 above).**

1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> Consider moving the Hoover Hometown Days Event to the Second Weekend of August in 2019 (For One Year Only).
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Jerry Fleagle, President & CEO Hoover Presidential Foundation
<b>DATE:</b>	September 13, 2018

### BACKGROUND:

Next year's event presents the unique opportunity of having a weekend that falls on President's Hoover's Birthday. And instead of celebrating his birthday a weekend earlier The Foundation would like to the City to consider moving the event back a week to coincide with his actual birthday.

<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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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	September 17, 2018
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> About Extra Subgrade Excavation for the Trail on the Cubby Park Improvements Related to Ground Moisture Issues
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Nate Kass, Fehr Graham
<b>DATE:</b>	September 14, 2018

### BACKGROUND:

The tile that was installed along the north side of the park did a good job of cutting off much of the ground water that was seeping from the hillside. However, there are still some isolated areas along the concrete trail on the north side of the ball fields that are wet and have soft soil. It is our opinion that these areas are not fit and should be addressed prior to paving. Industry standard practice is to excavate the unsuitable soils and replace with stone. We recommend using a larger stone (3") to help develop a bridge over the soft areas. This is a common, proven industry standard for this type of situation. If the soft areas are not excavated and replaced with suitable material, it is likely that the trail would develop random cracks with vertical separation (heaving) during freeze/thaw cycles, thus shortening the life of the trail and potentially developing issues with ADA compliance (any vertical edges more than 1/4" are not ADA compliant). By providing the additional support, we believe it will reduce the chance for random cracking and vertical separation. Another option to further reduce the chance for vertical separations is to install rebar in the questionable areas. That way, even if random cracks develop, the rebar will help prevent vertical movement.

There are existing bid items that are appropriate to use for the excavation and 3" stone, so no change order is required at this time (the quantities for those items will simply run over plan quantities). The rebar will be an additional cost. It is unknown at this time what that cost will be, but the contractor will try to have that by the council meeting.

<b>STAFF RECOMMENDATION:</b>	Seek Direction
<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"*