



PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY, OCTOBER 1, 2018 IN THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH, IOWA.

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

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

AGENDA

A. Call to Order

B. Opening Ceremonies

1. Pledge of Allegiance
2. Welcome

C. Roll Call

D. Guest Speaker, Presentations and Proclamations

E. Public Comment

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

F. Approve Agenda / Consent Agenda / Move to Action

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the Public wishes to discuss any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion. The remaining items on the Consent Agenda will be voted on with one motion being made for all items on the Consent Agenda

1. Motion to approve minutes for City Council meeting September 17, 2018.
2. Motion to approve the claims report.

G. Public Hearing / Non-Consent Agenda

1. **Third Reading, Ordinance 759** – Amending Chapter 122 – Peddlers, Solicitors and Transient Merchants. / Move to action.
2. **Public Hearing:** Approval of a Development Agreement with The Meadows Development, Inc. and authorization of annual appropriation tax increment payments.
3. **Resolution 1743** – Approving a Development Agreement with The Meadows Development, Inc. / Move to action.
4. **Resolution 1744**– Approving a 28E Agreement with the West Branch Community School District. / Move to action.
5. **Discussion:** Consider adoption of a Property Maintenance Code for the City of West Branch
6. **Motion to approve:** Keep Hoover’s Hometown Days Event on the first weekend of August
7. **Resolution 1745** – Approve Partial Estimate Number 6 in the amount of \$604,543.90 to Needham Excavating for the Cubby Park Improvement Project. /Move to action.

H. Reports

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

I. Comments from Mayor and Council Members

J. Adjournment

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

**West Branch, Iowa
Council Chambers**

City Council Meeting

**September 17, 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, Brian Pierce and Nick Goodweiler were present. 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, Fire Chief Kevin Stoolman and Police Chief Mike Horihan.

GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS

University of Iowa Planning students, Rueben Grandon, Chanel Jelovchan and Joe Wilensky presented information on the pros and cons of wet vs. dry detention basins for council discussion with regard to the proposed dry basin in The Meadows subdivision. A power point presentation was given along with photos of both wet and dry basins. The students provided financial costs, property value impacts, health and safety concerns and potential future maintenance costs.

PUBLIC COMMENT

Chief Kevin Stoolman announced that the new fire truck was picked up last week and that volunteers were in the process of training with the new truck in order to put it into service later this week. Stoolman said that he was very happy with the new apparatus.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION

Motion to approve City Council minutes from the September 4, 2018 meeting.

Motion to approve the West Branch High School Homecoming Parade Route.

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).

Motion to accept the resignation of Park & Recreation Commission member Liz Seydel.

Motion to Approve the Claims Report.

September Claims Paid and August Revenue Totals

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
TOTAL		106,312.34
PAYROLL	9/17/2018	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	
AUGUST REVENUE-FISCAL YEAR 2019		
FUND		
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	
TOTAL	161,900.55	

Laughlin thanked Liz Seydel for her many years on the commission and said she would be missed. Pierce asked if the salt prices were comparable with previous years and Goodale responded that this prices were higher but said the increase appeared to be in the freight charges.

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

PUBLIC HEARING / NON-CONSENT AGENDA

Second Reading, Ordinance 759 – Amending Chapter 122 – Peddlers, Solicitors and Transient Merchants.

/Move to action.

Brick said the ordinance was updated to include a ten (10) dollar application fee (Section 122.04), permit fees increased for one day and one week, (Section 122.05) and a new section added (122.19) Residential Signage, to address peddlers and solicitors from entering private property where signage was displayed.

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

Resolution 1738 – Approving Comp Time Policy for the Exempt Employees. /Move to action.

Laughlin requested that the resolution be amended to say ‘comp time hours ***cannot be*** rolled over’ as match the previously presented version.

Motion by Miller, second by Goodweiler to approve the amendment to Resolution 1738 to add the words ‘cannot be roll over’. AYES: Miller, Goodweiler, Pierce. NAYS: Stoolman. Absent: Ellyson. Motion carried.

Resolution 1739 – Approving a Street Sweeping Services Agreement between the City of West Branch and Bethany Lutheran Church of West Branch. /Move to action.

Miller requested that the resolution be amended to say ‘The City agrees to include the parking lot of Bethany Lutheran Church in the city’s normal rotation of the city street sweeping ***‘during regular street sweeping season’***’.

Motion by Goodweiler, second by Stoolman to approve the amendment to Resolution 1739 to add the words ‘during regular street sweeping season’. AYES: Goodweiler, Stoolman, Pierce, Miller. NAYS: None. Absent: Ellyson. Motion carried.

Resolution 1737 – Accepting and approving the annual City Street Finance Report for Fiscal Year 2018. /Move to action

Motion by Miller, second by Goodweiler to approve Resolution 1737. AYES: Miller, Goodweiler, Stoolman, Pierce. NAYS: None. Absent: Ellyson. Motion carried.

Public Hearing: A Public Hearing on the Proposed Amendment to the Amended and Restated West Branch Urban Renewal Plan.

Laughlin opened the public hearing at 7:26 p.m. There were no public comments. Laughlin closed the public hearing at 7:27 p.m.

Resolution 1740 – Approving an amendment to the Amended and Restated West Branch Urban Renewal Plan. /Move to action.

City Attorney Olson explained the amendment added six parcels to the current amended plan which includes the former Croell Redi Mix site, Cedar’s Edge Golf Course, The Meadows’s Part 3A, 3B and Part 4, streets on the east side of West Branch and sections of East College Street. Olson also said that the projects listed include water main replacements on the east side, a new sewer line in The Meadows and street improvements surrounding the College Street Bridge project. Olson also stated that the required consultation meeting was held and only Superintendent Jimmerson attended the meeting. Olson further stated that the draft plan provided in this meetings packet was not the final draft and it would be forth coming.

Motion by Goodweiler, second by Pierce to approve Resolution 1740. AYES: Goodweiler, Pierce, Stoolman, Miller. NAYS: None. Absent: Ellyson. Motion carried.

Resolution 1741 – Setting a Public Hearing on a Proposed Development Agreement with the Meadows Development, Inc. / Move to action.

Chris Kofoed noted that The Meadow's Part 3A and 3B should be included in the development agreement and asked for the addition. Olson said he would make that change before the next meeting.

Motion by Goodweiler, second by Stoolman to approve Resolution 1741. AYES: Goodweiler, Stoolman, Miller, Pierce. NAYS: None. Absent: Ellyson. Motion carried.

Resolution 1742 – Approving a Subdivider's Agreement with KLM Investments for The Meadows, Part Four, West Branch, Iowa. / Move to action.

Chris Kofoed asked for a change to Section 2 for having sidewalks completed in five years instead of three since this phase had double the number of lots. The Council agreed with the request. Olson also confirmed that the sewer connection cost would be two hundred and fifty dollars times the number of lots and said he would make that update to Section 10. The Council agreed with the remaining items of the agreement. Miller made a motion to have the agreement updated with the requested changes, Goodweiler seconded the amendment.

Motion by Stoolman, second by Pierce to approve the amendments to Resolution 1742. AYES: Stoolman, Pierce, Goodweiler, Miller. NAYS: None. Absent: Ellyson. Motion carried.

Discussion: Consider using a Community Survey as a part of the FY 2019 Budget Process.

Jones proposed and introduced a sample resident survey that could be used as a budget tool to obtain community input on what services residents deemed important. Jones said he was exploring the feasibility of different delivery methods to try to get as many participants as possible. Council was in agreement with the proposal and directed Jones to move forward with the survey.

Discussion: Consider moving Hoover's Hometown Days event to the second weekend of August in 2019 (For One Year Only).

Laughlin said he had received a request for a date change for the 2019 Hoover's Hometown Days festival to the second week of August from Jerry Fleagle, Herbert Hoover Foundation. Fleagle was present and provided his reasoning for his request. Fleagle stated that Herbert Hoover's actual birthday is August 10th and that next year the 10th falls on a Saturday and felt it would provide a unique opportunity to have the festival on Hoover's actual birthday. The Council expressed concerns of competing with the Iowa State Fair and stated that many children from the community participate at the fair. They also said that there are also several park & recreation activities that occur around the event that would need to be juggled. Laughlin expressed his concern that additional advertising may be needed for the change since so many already know the event to be the first full weekend of August. Stoolman followed up with a question and asked if the Foundation would be providing any funding for the event. Fleagle responded that the Foundation Board was the decision maker for funding and also confirmed that there would be no funding for fireworks. The Council said they would consider the request and provide a decision by the next City Council meeting.

Discussion: Regarding extra subgrade excavation for the trail on the Cubby Park Improvements related to ground moisture issues.

Cody Buelt, Fehr Graham provided an update on Cubby Park. Buelt stated that lights are up, grass is growing, dugouts are complete and paving will be starting soon. Buelt also stated that the north end of the park is still having issues with ground water which is affecting the trail. The contractor has proposed a solution of dredging the wet soil and replacing with both large and crushed rock to provide a more stable foundation. Buelt said that with the current conditions of the soil, any concrete would most likely crack. Buelt said the cost of this most recent issue is estimated at approximately eighty five hundred dollars. The Council was not happy with the additional request stating they thought the previous attempts at addressing the problem would have worked. Seeing no other options, the Council agreed to try this approach and directed Buelt to move forward with the proposal.

CITY ADMINISTRATOR REPORT

Jones provided a brief overview of the past week's activities and said the City had been invited to participate in the Liberty Communications "People You Know" series.

CITY ATTORNEY REPORT

No report.

STAFF REPORTS

Brick stated that she had received three separate requests for rezoning and that the requests would be considered at the next Planning & Zoning meeting to be held on Tuesday, September 25, 2018. Other staff reports were provided in the Administrator's Report which can be found on the City's website.

COMMENTS FROM MAYOR AND COUNCIL MEMBER

Laughlin said he was still working on the former Croell Redi Mix Site clean-up and car charging station projects but had no updates to provide.

ADJOURNMENT

Motion to adjourn by Miller, second by Goodweiler. Motion carried on a voice vote. City Council meeting adjourned at 8:58 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: October 1, 2018

AGENDA ITEM:	Motion to Approve the Claims Report
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Gordon Edgar, Finance Director
DATE:	September 28, 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.

STAFF RECOMMENDATION: Approve Claims Report – Move to Action

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

EXPENDITURES**10/1/2018**

AERO RENTAL INC	BERANEK PARK SHLETER	478.50
AMAZON	BOOKS	89.94
BAKER & TAYLOR INC.	BOOKS	468.16
BROWN'S WEST BRANCH	VEHICLE REPAIR	184.19
CAJ ENTERPRISES INC	ROCK	261.20
CROELL, INC.	BERANEK PARK SHELTER	3,740.75
D&R PEST CONTROL	PEST CONTROL	70.00
FEHR GRAHAM	308-CONST SERVICE	6,634.50
GIERKE-ROBINSON COMPANY INC	TOOLS & REBAR	793.51
GREAT AMERICAN BUSINESS PR	PET WASTE BAGS	982.74
HAWKINS INC	AZONE 15	840.50
HOLLYWOOD GRAPHICS	TEAM SHIRTS	688.55
IOWA DEPARTMENT OF NATURAL	2019 ANNUAL WATER USE FEE	67,634.00
IOWA NARCOTICS OFFICERS' A	MEMBERSHIP DUES	25.00
IOWA ONE CALL	LOCATION SERVICE	117.00
IOWA RURAL WATER ASSOC.	TRAINING	150.00
ISOLDA PAGE	TRAVEL EXPENSE	60.07
JESSICA SCHAFER	TRAVEL EXPENSE	8.39
JOHN DEERE FINANCIAL	MAINTANCE SUPPLIES	279.98
KATRINA KORSMO	PROGRAM SUPPLIES	16.99
KOCH OFFICE GROUP	COPIER MAINTENANCE	299.51
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,286.32
METROPOLITAN COMPOUNDS INC	SUPPLIES	697.40
PITNEY BOWES INC	POSTAGE METER RENTAL	180.00
PLUNKETT'S PEST CONTROL IN	PEST CONTROL	170.18
QUILL CORP	OFFICE SUPPLES	191.97
RANDY'S CARPETS	LIBRARY CARPET	5,394.14
RIVER PRODUCTS COMPANY INC	ROADSTONE & BALLAST	370.63
SHIMMIN, NICK	TRAVEL EXPENSES	635.77
SHRED-IT USA	DOCUMENT DESTRUCTION	45.00
VEENSTRA & KIMM INC.	P&Z - GOLF COURSE DEV REVIEW	86.00
VEENSTRA & KIMM INC.	ENGINEERING SERVICES PV MULTI FAMILY	86.00
VEENSTRA & KIMM INC.	MEADOWS PART 4 CONCEPT REVIEW	430.00
VEENSTRA & KIMM INC.	RESIDENTIAL LOT SITE PLAN REVIEW	602.00
VEENSTRA & KIMM INC.	CROELL SITE RETRACEMENT SURVEY	2,765.00
TOTAL		96,763.89

PAYROLL**9/21/2018 57,790.03****PAID BETWEEN MEETINGS**

CHERYL HOLLICH	BUILDING INCENTIVE REIMBURSEMENT	14.01
PATRICK HYDE	BUILDING INCENTIVE REIMBURSEMENT	30.90
REBECCA KNOCHE	BUILDING INCENTIVE REIMBURSEMENT/VIDEOG	972.21
JULIA HIME	VIDEOGRAPHY SERVICES	150.00
MARK ADAMS	BUILDING INCENTIVE REIMBURSEMENT	37.08
MEDIACOM	CABLE SERVICE	40.90
NEEDHAM EXCAVATING	308 PV PARK CONSTRUCTION	189,204.44
KEVIN STOOLMAN	MILEAGE	313.51
US BANK CORPORATE CARD	TRAVEL, ADULT SPORTS, SUPPLIES	4,155.76
VERIZON WIRELESS	WIRELESS SERVICE	873.16

TOTAL	195,791.97
GRAND TOTAL EXPENDITURES	350,345.89
FUND TOTALS	
001 GENERAL FUND	36,125.54
022 CIVIC CENTER	210.76
031 LIBRARY	12,161.93
110 ROAD USE TAX	5,485.70
112 TRUST AND AGENCY	13,746.63
301 REAP GRANT PROJECT	67,500.00
308 PARK IMP - PEDERSEN VALLEY	195,838.94
312 DOWNTOWN EAST REDEVELOPMENT	2,765.00
600 WATER FUND	9,149.49
610 SEWER FUND	7361.9
GRAND TOTAL	350,345.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	QUILL CORP	OFFICE SUPPLES	81.89
		PLUNKETT'S PEST CONTROL INC	PEST CONTROL	37.50
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	247.08
		IOWA NARCOTICS OFFICERS' ASSOCIATION	MEMBERSHIP DUES	25.00
		TOTAL:		391.47
FIRE OPERATION	GENERAL FUND	PLUNKETT'S PEST CONTROL INC	PEST CONTROL	37.50
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	100.28
		TOTAL:		137.78
ANIMAL CONTROL	GENERAL FUND	GREAT AMERICAN BUSINESS PRODUCTS	PET WASTE BAGS	982.74
TOTAL:				982.74
PARK & RECREATION	GENERAL FUND	RIVER PRODUCTS COMPANY INC	BERANEK PARK IMPROVEMENTS	64.70
		AERO RENTAL INC	BERANEK PARK SHLETER	478.50
		HOLLYWOOD GRAPHICS	TEAM SHIRTS	237.50
			TEAM SHIRTS	451.05
		CROELL, INC.	BERANEK PARK SHELTER	1,856.25
			BERANEK PARK SHELTER	1,884.50
		CAJ ENTERPRISES INC	BERANEK PARK SHELTER	86.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	152.86
		GIERKE-ROBINSON COMPANY INC	TOOLS & REBAR	450.00
		TOTAL:		
CLERK & TREASURER	GENERAL FUND	QUILL CORP	OFFICE SUPPLES	48.10
		PLUNKETT'S PEST CONTROL INC	PEST CONTROL	47.59
		KOCH OFFICE GROUP	COPIER MAINTENANCE	299.51
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	338.34
		SHRED-IT USA	DOCUMENT DESTRUCTION	45.00
		PITNEY BOWES INC	POSTAGE METER RENTAL	180.00
		TOTAL:		
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	64.95
		TOTAL:		64.95
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	P&Z - GOLF COURSE DEV REVI	86.00
			P&Z - PV MULTI FAMILY	86.00
			MEADOWS PART 4 CONCEPT REV	430.00
			P&Z - LOT SITE PLAN REVIEW	602.00
		TOTAL:		
TOWN HALL	CIVIC CENTER	PLUNKETT'S PEST CONTROL INC	PEST CONTROL	47.59
		JOHN DEERE FINANCIAL	MAINTANCE SUPPLIES	119.99
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.18
		TOTAL:		
LIBRARY	LIBRARY	SHIMMIN, NICK	TRAVEL EXPENSES	635.77
		QUILL CORP	OFFICE SUPPLIES	29.99
			SUPPLIES	31.99
		BAKER & TAYLOR INC.	BOOKS	16.35-
			BOOKS	297.00
			BOOKS	187.51
		RANDY'S CARPETS	LIBRARY CARPET	674.00
			LIBRARY CARPET	2,296.57
			LIBRARY CARPET	2,423.57
		D&R PEST CONTROL	PEST CONTROL	70.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	186.17
		JESSICA SCHAFER	TRAVEL EXPENSE	8.39
		KATRINA KORSMO	PROGRAM SUPPLIES	16.99
		ISOLDA PAGE	TRAVEL EXPENSE	60.07
		AMAZON	BOOKS	89.94
			TOTAL:	<u>6,991.61</u>
ROADS & STREETS	ROAD USE TAX	RIVER PRODUCTS COMPANY INC	ROADSTONE & BALLAST	305.93
		JOHN DEERE FINANCIAL	MAINTENANCE SUPPLIES	159.99
		BROWN'S WEST BRANCH	VEHICLE REPAIR	184.19
		METROPOLITAN COMPOUNDS INC	SUPPLIES	697.40
		CAJ ENTERPRISES INC	ROCK	175.20
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.15
		GIERKE-ROBINSON COMPANY INC	TOOLS & REBAR	343.51
			TOTAL:	<u>1,917.37</u>
CAPITAL PROJECT	REAP GRANT PROJECT	IOWA DEPARTMENT OF NATURAL RESOURCES	RETURN REAP GRANT TO STATE	67,500.00
			TOTAL:	<u>67,500.00</u>
INVALID DEPARTMENT	PARK IMP - PEDERSE	FEHR GRAHAM	308-CONST SERVICE	5,833.50
			308 PV PARK-ADD'L SERVICE	801.00
			TOTAL:	<u>6,634.50</u>
INVALID DEPARTMENT	DOWNTOWN EAST REDE	VEENSTRA & KIMM INC.	312-DOWNTOWN EAST DEVELOPM	2,765.00
			TOTAL:	<u>2,765.00</u>
WATER OPERATING	WATER FUND	IOWA ONE CALL	LOCATION SERVICE	58.50
		IOWA DEPARTMENT OF NATURAL RESOURCES	2019 ANNUAL WATER USE FEE	134.00
		IOWA RURAL WATER ASSOC.	TRAINING	150.00
		HAWKINS INC	AZONE 15	840.50
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.15
			TOTAL:	<u>1,234.15</u>
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	LOCATION SERVICE	58.50
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.16
			TOTAL:	<u>109.66</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====
001 GENERAL FUND                9,400.84
022 CIVIC CENTER                 210.76
031 LIBRARY                      6,991.61
110 ROAD USE TAX                 1,917.37
301 REAP GRANT PROJECT          67,500.00
308 PARK IMP - PEDERSEN VALLE   6,634.50
312 DOWNTOWN EAST REDEVELOPME  2,765.00
600 WATER FUND                  1,234.15
610 SEWER FUND                   109.66
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GRAND TOTAL:                    96,763.89
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TOTAL PAGES: 3



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	October 1, 2018
AGENDA ITEM:	Ordinance 759 – Third Reading, Chapter 122 –Peddler, Solicitors & Transient Merchants
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Deputy City Clerk Leslie Brick
DATE:	September 28, 2018

BACKGROUND:

Chapter 122, Peddler, Solicitors and Transient Merchants, was reviewed by staff and changes were recommended to the fees and process for issuing permits in the City of West Branch. Those proposed changes were discussed and agreed upon by staff and City Council.

This is the 3rd and final reading on the proposed changes.

STAFF RECOMMENDATION:	Approve Third Reading of Ordinance 759
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

"Turning Vision Into Reality is our Business"

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

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	October 1, 2018
AGENDA ITEM:	Public Hearing – On the matter of Approval of a Developer’s Agreement with the Meadows Development Inc., including tax increment rebate payments
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	September 28, 2018

BACKGROUND:

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 1st 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 Meadow’s Development Part 3A, Part 3B and Part 4 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.

STAFF RECOMMENDATION:	Consider public input on the subject matter.
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	October 1, 2018
AGENDA ITEM:	Resolution 1743 – Approving a Developer’s Agreement with the Meadows Development Inc., including tax increment rebate payments
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	September 28, 2018

BACKGROUND:

The Stuelke Line located in the present day KLM Investment property known as The Meadows. Is in need of replacement; however, with the city current debt capacity and with sewer enterprise funds being prepared for major investments in wastewater processing. The City would not likely be in the position to replace the Stuelke line for at least the next seven years (if not longer).

This would certainly slow development in town. Since our sewer capacity on this line would not withstand the additional demands placed on it by the proposed new housing. Incentivized by keeping development steady and growing; the City supports the concept of partnering with KLM to abandon and replace the sewer line. This will also afford the city savings based on the anticipated cost for future construction as compared today construction cost. Industry Standards forecast construction cost rising anywhere from 4% - 7% a year. A \$400,000 project to day could cost \$512,000 – \$596,000 in seven year.

This agreement will entice the Developer to construct all 57 lots at the same time and include the public improvements necessary to complete the project (this includes the Stuelke Line).

STAFF RECOMMENDATION:	Approve Resolution 1743
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358.

RESOLUTION NO. 1743

RESOLUTION APPROVING A DEVELOPER'S AGREEMENT WITH THE MEADOWS DEVELOPMENT, INC. INCLUDING TAX INCREMENT REBATE PAYMENTS.

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

WHEREAS, to entice the Developer to construct all 57 lots at the same time, the Developer and the City have negotiated a Developer's Agreement (the "Agreement") whereby the City will pay the Developer tax increment rebate payments in an amount of not-to-exceed \$395,000.00 over a fifteen year time frame; and

WHEREAS, to that end, the City Attorney has drafted a Developer's Agreement to outline each party's obligations; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, Iowa, that this Council hereby finds:

1. That the use of tax increment rebate payments pursuant to Chapters 15A and 403 of the Code of Iowa will generate new opportunities for the state and local economies.
2. That the funds dispensed pursuant to this Agreement will generate appropriate public gains and benefits that are warranted in comparison to the funds dispensed.

BE IT FUTHER RESOLVED, that the aforementioned Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute this Agreement on behalf of the City.

Passed and approved this 1st day of October, 2018.

Roger Laughlin, Mayor

ATTEST:

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 the following subdivisions: The Meadows Subdivision, Part Four, West Branch, Iowa; The Meadows Subdivision, Part Three A and The Meadows Subdivision, Part Three B, West Branch, Iowa, (collectively the “Development Property”) 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 the Development Property (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 1st 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



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	October 1, 2018
AGENDA ITEM:	Resolution 1744 – Approving a 28E Agreement with the West Branch Community School District regarding the acquisition, installation and maintenance of an electric speed sign to be placed on West Main Street near the high school.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	September 28, 2018

BACKGROUND:

The agreement entails the following:

- Help the city pay for the sign by providing 50% of the funds for the purchase.
- The sign that was approved by the school board came from the bid from Flight Light for \$3,124.
- The city would install the sign and maintain it.
- The district would pay 50% of any repairs to the sign as needed.

A 28E agreement will be signed by both the school and city, but the school is okay with purchasing the sign now in order to have it in place by the beginning of the school year.

STAFF RECOMMENDATION:	Approve Resolution 1744
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

RESOLUTION NO. 1744

RESOLUTION APPROVING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT REGARDING THE ACQUISITION, INSTALLATION AND MAINTENANCE OF AN ELECTRONIC SPEED SIGN TO BE PLACED ON MAIN STREET NEAR WEST BRANCH HIGH SCHOOL.

WHEREAS, the Police Chief, in consultation with the West Branch Community School District, has recommended the acquisition and installation of an electronic speed sign to be located near West Branch High School on Main Street; and

WHEREAS, to that end, the City Attorney has drafted a 28E Agreement that requires the approval of both the City Council and the Board of Directors of the West Branch Community School District; and

WHEREAS, said Board of Directors has approved said 28E Agreement; and

WHEREAS, it is in the best interests of the City to approve said 28E Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to file a copy of the fully executed agreement with the Iowa Secretary of State as required by law.

Passed and approved this 1st day of October, 2018.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

28E AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as the “City”); and the West Branch Community School District, 148 N. Oliphant Street, West Branch, Iowa 52358 (hereafter referred to as “School”).

WHEREAS, the City Council of the City of West Branch and Board of Directors of the West Branch Community School District have both heretofore deemed it necessary and desirable to install an electronic speed limit sign on W. Main Street near the High School (the “Sign”); and

WHEREAS, the City has agreed to purchase and install the Sign; and

WHEREAS, the School has agreed to reimburse the City for a portion of the Sign after installation by the City; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the construction of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this 28E Agreement is to set forth the duties and obligations of the City and School in connection with the acquisition and installation of the Sign.

2. **CONSIDERATION.** It is hereby expressly acknowledged by both the City and School that construction of the Project by the School and the payment in part by the City in accordance with the terms and conditions set forth in this Agreement constitutes mutual and sufficient consideration to enter into this Agreement.

3. **SEPARATE ENTITY.** Further, it is hereby noted that no separate legal entity shall be created by this Agreement and the West Branch City Council and Board of Directors of the West Branch Community School District.

4. **DUTIES AND RESPONSIBILITIES OF THE PARTIES.**

A. The City shall acquire and install the Sign in a location acceptable to both the School and City.

B. The City shall pay for the entirety of the acquisition and installation of the Sign in accordance with applicable laws.

5. PAYMENT OF COSTS. After the Sign has been acquired and installed by the City, School shall pay the City 50% of the cost incurred by the City for the acquisition and installation of the Sign, which is estimated to be \$ 3,360.00.

6. TERM AND TERMINATION OF THIS AGREEMENT. This Agreement shall remain in full force and effect from the approval and execution of the Agreement by the School and the City, until the completion of the Project and payment by the City. After payment has been made by the City as contemplated in Paragraph 5 above, this Agreement will terminate.

7. NOTICES.

All notices given under this Agreement shall be in writing and shall be deemed delivered on the date of placing the notice in the U.S. Mail, postage prepaid, to the following address:

For the School:

West Branch Community Schools
148 N. Oliphant Street
West Branch, Iowa 52358
ATTN: Superintendent

For the City:

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

8. INDEMNITIES. Each party to this Agreement expressly agrees to save and hold the other party, its employees and agents, harmless from any and all claims filed against both or either party arising from the performance of the duties and obligations under this Agreement.

9. FILING. The Board Secretary of the School shall file this Agreement with the Iowa Secretary of State's office as required by Section 28E.8 of the Code of Iowa.

Executed and approved this _____ day of _____, 2018.

CITY:

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

Executed and approved this 17 day of September, 2018.

SCHOOL:

Julie Sexton
Julie Sexton, Board President

ATTEST:

Angie Klinkhammer
Angie Klinkhammer, Board Secretary



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	October 1, 2018
AGENDA ITEM:	Discussion Item: Consider adoption of a Property Maintenance Code for the City of West Branch
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
SUBMITTED BY:	Council Member Nick Goodweiler
DATE:	September 27, 2018

BACKGROUND:

Property Maintenance Code are more specific than Nuisance Abatement and it could potentially help the city deal with problem properties.

STAFF RECOMMENDATION:	Discuss and provide feedback
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

Chapter 5-10

PROPERTY MAINTENANCE CODE

Sections:

5-10-1	Title
5-10-2	Purpose
5-10-3	Interpretation
5-10-4	Abrogation and Greater Restrictions
5-10-5	Severability
5-10-6	Definitions
5-10-7	Maintenance Standards
5-10-8	Violations

Section 5-10-1 Title

This ordinance may be referred to as the "Property Maintenance Code", and is herein referred to as "this Code".

(Ord. 08-O-2007-2008, Add, 12/17/2007)

Section 5-10-2 Purpose

The purpose of this Code is to protect the public health, safety, and welfare, esthetics and property values, by establishing minimum standards for maintenance, appearance, condition, and occupancy, and for essential utilities, facilities, and other physical components and conditions to make residential premises fit for human habitation, and to make nonresidential premises fit for use according to the purpose for which they were developed; by fixing certain responsibilities and duties upon the owners and managers, and distinct and separate responsibilities and duties upon the occupants; by authorizing and establishing procedures for inspection of premises, and enforcement of this Code; establishing penalties for violations; and providing for proper repair, demolition, or vacation of premises which do not comply with this Code.

(Ord. 08-O-2007-2008, Add, 12/17/2007)

Section 5-10-3 Interpretation

The provision of this Code shall be interpreted and applied as minimum requirements, and shall not be deemed a limitation or repeal for any other power granted by the Code of Iowa.

Nothing in this Code shall be construed to abrogate the Federal or State Constitutions, nor to grant powers to the City that are otherwise reserved by and for Federal and State government.

(Ord. 08-O-2007-2008, Add, 12/17/2007)

Section 5-10-4 Abrogation and Greater Restrictions

It is not the intent of this Code to repeal, abrogate, annul, impair, or interfere with any existing easements, covenants, deed restrictions, agreements, ordinances, rules, regulations, or permits previously adopted or issued pursuant to law. Where two or more provisions apply the higher standard shall prevail.

(Ord. 08-O-2007-2008, Add, 12/17/2007)

Section 5-10-5 Severability

If a section, provision, or part of this Code is adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Code as a whole or any section, provision, or part hereof not adjudged invalid or unconstitutional.

(Ord. 08-O-2007-2008, Add, 12/17/2007)

Section 5-10-6 Definitions

Words used in this Code shall have the same meaning as that defined by the Zoning Ordinance, unless otherwise defined by this Code.

(A) Abandoned Building. Any building or portion of a building under construction which has stood with an incomplete exterior shell for more than one year, or any completed building or portion thereof which has stood unoccupied for longer than six (6) months, and which is unsecured or has Housing Code or Building Code violations.

(B) Deterioration. A state of conditions caused by a lack of maintenance or excessive use, characterized by holes, breaks, rot, crumbling, peeling paint, rusting, or other evidence of physical decay or neglect.

(C) Enforcement Officer. The Police, City Administration or Code Enforcement Officer, or other staff as may be assigned.

(D) Eviseration/Slaughtering B Slaughter is the killing of live animals for the purpose of converting them into meat or for having the animal mounted by a taxidermist and does not include the killing of a live animal by police or other persons for public safety purposes. Eviseration is the bleeding out and/or disembowelment of a dead animal.

(E) Exposed to Public View. Any premises or any part thereof which may be lawfully viewed by the public or from adjoining premises.

(F) Exterior. Yards and other open outdoor spaces on premises, and the external surfaces of any structure.

(G) Extermination. The control and elimination of insects, rodents and vermin.

(H) Farm. Agricultural use types include the on-site production and sale of plant and animal products by agricultural methods.

1. Horticulture

The growing of horticultural and floricultural specialties, such as flowers, shrubs, or trees intended for ornamental or landscaping purposes. This definition may include accessory retail sales under certain conditions. Typical uses include wholesale plant nurseries and greenhouses.

2. Crop Production

The raising and harvesting of tree crops, row crops for field crops on an agricultural or commercial basis. This definition may include accessory retail sales under certain conditions.

3. Animal Production

The raising of animals or production of animal products, such as eggs or dairy products on an agricultural or commercial basis on a site which is also used for crop production or where grazing of natural vegetation is the major feed source; or the raising of animals for recreational use. Typical uses include grazing, ranching, dairy farming, and poultry farming.

4. Commercial Feedlots

The exclusive use of a site for the confined feeding or holding of livestock or poultry within buildings, lots, pens, or other close quarter, which are not used, for crop production or where grazing of natural vegetation is not the major feed source.

5. Livestock Sales

Use of a site for the temporary confinement and exchange or sale of livestock. Typical uses include sale barns.

(I) Infestation. The presence of insects, rodents, vermin, or other pests on the premise to the extent that they constitute a health hazard, are deemed by an Enforcement Officer to be in threat of spreading to adjoining premises, or are exposed to public view.

(J) Junk. Any discarded or salvaged material or fixture; obsolete or inoperable machinery or vehicle, or parts thereof; or scrap metal.

(K) Nuisance. Physical conditions that are dangerous or detrimental to the health or safety of persons on or near the premises where the conditions exist, or anything that is injurious to the senses or interferes with the comfortable enjoyment of life or property.

(L) Owner. Any person who alone, jointly, or severally with others, holds legal or equitable title to any premises, with or without accompanying actual possession thereof.

(M) Premises. A lot, parcel, tract or plot of land, contiguous and under common ownership or control, together with the buildings and structure thereon.

(N) Public Authority. Any officer or any department or branch of the City, County, or State charged with regulating health, fire, zoning, building regulations, public safety or other activities concerning property in the City.

(O) Refuse. Any material that has lost its value for the original purpose for which it was created or manufactured, or for its redesigned use, whether putrescible or non-putrescible, combustible or non-combustible, which is not securely stored in a building or legal outdoor storage yard for prompt disposal or resale, including, but not limited to junk; paper or cardboard; plastic, metals; glass; yard clippings, leaves, woody vegetative trimmings, and other plant wastes which have not been properly composted; vegetable or animal waste resulting from the handling, processing, storage, preparation, serving or consumption of food, crockery; bedding, furniture, or appliances; offal; rubbish; ashes or incinerator residue; construction debris; accumulation of animal feces; dead animals; or wastes from commercial or industrial processes.

(P) Responsible party. Any person having possession, charge, care, or control of real or personal property, whether with or without the knowledge and consent of the owner, including without

limitation any one or more of the following: owner, agent, property manager, contract purchaser, mortgagee or vendee in possession, receiver, executor, trustee, lessee or tenant, or any other person, firm or corporation exercising apparent control over a property.

(Q) Vehicle. Any device designed to transport a person or property by land, air, or water, such as automobiles, trucks, trailers, motorcycles, tractors, buggies, wagons, boats, airplanes, or any combination thereof, except bicycles.

(Ord. 08-O-2007-2008, Add, 12/17/2007)

Section 5-10-7 Maintenance Standards

A) GENERAL. The exterior of every premises and structure shall be maintained in good repair, to the end that the premises and each structure thereon will be preserved; adjoining properties protected from blighting influences; and safety and fire hazards eliminated.

(B) MAINTENANCE OF PREMISES. Each and every premise shall be kept free of all nuisances, health, safety, and fire hazards, unsanitary conditions, and infestation. It shall be the duty of the responsible party to keep the premises free of all said conditions and to promptly remove and abate same, which include but are not limited to the following declared nuisances:

1. Weeds or grasses allowed to grow to a height greater than eight (8) inches on the average, or any accumulation of dead weeds or grass that are exposed to public view, on any non-farm property. This provision shall not apply to prairies, wetlands, or similar area of naturalized perennial vegetation which are certified by an Enforcement Officer to not constitute a nuisance.
2. No person shall permit garbage or recyclable materials to accumulate longer than a garbage collection cycle upon premises owned or occupied by him or her if such accumulation would violate the purpose of this Chapter as set out in City Code 3-1-1 nor shall any person deposit any garbage or recyclable materials upon any other premises except the County Landfill unless such person has been authorized by the owner of the premises to deposit such materials there.
3. Any structure, which is in such a dilapidated condition that it is unfit for human habitation or the use for which it was constructed; kept in such an unsanitary condition that it is a menace to the health of people residing therein or in the vicinity thereof; any structure defined as a dangerous building by the most-current edition of the Uniform Code for the Abatement of Dangerous Buildings, as published by the International Conference of Building Officials; or any building that is defined as abandoned or a public nuisance by Chapter 657A, Code of Iowa.
4. Any inoperable vehicle which is exposed to public view for more than ten (10) days, unless located on the premises of a lawfully operated junk yard or undergoing repairs in an expeditious manner at a vehicle repair business.
5. The presence of mud, dirt, gravel or other debris or matter, whether organic or inorganic, deposited upon and adjacent to or on public property in a quantity judged by an enforcement officer to be a threat to public safety or to cause pollution, obstruction, or siltation of drainage systems, or to violate solid waste disposal

regulations, or illicit discharge regulations contained in Chapter 3-11, of the Storm Lake City Code. This subsection is subject to the possible exception set forth in 5-10-7(B)(5a).

5(a). No person shall store or permit to be stored dirt, sand, gravel, debris or similar materials on a vacant lot unless said dirt or other materials shall be leveled and the lot brought to uniform grade consistent with surrounding lots. As an exception to the foregoing, the following uses are permitted:

1. Materials stored in bulk which are to be used as a part of the normal operations of a legally permitted landscaping business for use on other lots or to be sold on premises.

2. Dirt, sand, gravel and other materials may be stored in mounds for a period not to exceed four (4) months on a vacant lot in anticipation of construction on that lot, or in connection with construction on a neighboring lot, but for no other purpose.

6. Failure to establish a permanent cover of perennial grasses on any non-farm property or adjacent unpaved public right-of-way as soon as practical after any construction on the lot and adjacent right of way, and to thereafter maintain same in such condition as to substantially bind the surface of the soil and prevent erosion, whether by sheet or gully, or by wind or water.

Exceptions shall be permitted for densely shaded areas, landscape beds, and gardens, provided that vegetable gardens and agricultural crops shall not be placed in the front yard of a non-farm property, unless it can be demonstrated that no other viable location exists on the premises because of topography, natural vegetation, or similar circumstances out of the resident's control. Additionally, if permanent grass cover fails to establish itself on the right of way, due to road salt, sand and other winter maintenance procedures, then ornamental rock cover may be established, subject to the approval of the City Administrator and/or designee.

7. Any nuisance as defined herein or described as such by Chapter 657 of the Code of Iowa.

8. Any alteration, modification, or obstruction which prevents, obstructs or impedes the normal flow of runoff from adjacent lands, or any alteration or modification which substantially concentrates or increases the flow of water onto an adjoining premises to the extent of damaging or saturating such premises.

9. Conditions which are conducive to the accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials and similar materials or conditions on a premise which constitutes a fire, health or safety hazard.

10. Facilities for the storage or processing of sewage, such as privies, vaults, sewers, private drains, septic tanks, cesspools, and drain fields, which have failed or do not function properly, as may be evidenced by overflow, leakage, seepage, or emanation of odors, or which do not comply with the Buena Vista County Department of Health regulations, as applicable. Septic tanks, cisterns, and cesspools which are no longer in use shall be removed, or emptied and filled with clean dirt or sand.

11. Fences or retaining walls that are not structurally sound or which are deteriorating, as may be evidenced by leaning or loose elements.
12. Dead or diseased trees or other woody vegetation which may lead to the spread of the disease to other specimens or pose a threat to safety of buildings; major parts thereof, such as a limb, which may be dead or broken or otherwise pose a threat to safety of persons or buildings on adjoining premises; any vegetation located on private property which overhangs and is less than 8 feet above the traveled portion of any sidewalk or not less than 14 feet above the traveled portion of any street.
13. Loose, overhanging objects or accumulations of ice or snow, which by reason of location above ground level constitute a danger of falling on persons in the thereof. (Dangerous Building Code 302-5, 6)
14. The slaughtering of live domestic animals or evisceration of dead domestic animals in any residential zoned district other than the Sunrise Campgrounds until such time as the campgrounds are renovated. Deer shall be included in the category of domestic animal. Any further processing of a dead animal shall be out of public view.

(C) **BUILDING MAINTENANCE.** All buildings shall be maintained to be weather and water tight. Broken windows, holes in roofs, and missing siding shall be replaced with similar materials to maintain the weather and water tight properties of the structure. All wood including floor boards, decking, subfloors, joists, rafters, roof sheathing, and siding shall be replaced when missing, rotted or damaged. Materials and practices used in reconstruction and residing shall be of standard quality and appearance commensurate with the character of house or building. Their appearance, as judged under prevailing appraisal practices and standards. Owners or responsible parties shall not use materials which would depreciate the value of adjoining premises or the neighborhood. Painted surfaces shall be maintained or repainted so that an individual wall surface does not have peeling or missing paint in areas in excess of fifty percent (50%) of that individual surface area.

(D) The purpose of this Section is to establish minimum standards relating to the parking of vehicles on private property and adjacent right-of-way in all zoned districts.

1. Definitions

Hard-Surfaced driveway shall mean any driveway, adjacent wing, or approach area that is paved with a hard surface including concrete, asphalt, or paving stones installed and maintained according to city specifications.

Non Hard-Surfaced driveway shall be defined as a driveway constructed of gravel, millings, dirt, grass, and/or any other non-smooth/hard surface.

Approach shall be defined as that area of the driveway which begins at the street and extends through the public right-of-way.

Wing Area is defined as a permitted increase in the width of the driveway, all of which

must be located on private property and no part of which may be on the Approach.

Auxiliary Parking Area shall mean a parking lot and shall only be allowable when required for multi-family residential complexes.

Multi-family Unit shall be defined as a residential structure containing two(2) or more separate residential units.

Curb Cut shall mean an opening formed in the standard profile of curb and gutter either by sawing and breaking or grinding and done to maintain drainage.

2. Parking within the City of Storm Lake shall be limited in residentially zoned districts (R-1, R-2, R-3, and R-4 as well as permitted non-conforming residential uses and approved residential conditional uses in other zoning districts) of the City to hard-surfaced driveways. In R-3 and R-4 as well as permitted non-conforming residential uses and approved residential conditional uses in other zoning districts, any auxiliary parking areas must be hard surfaced as well. Each lot will be limited to one hard-surfaced driveway with a maximum width of twenty-four feet (24') in the case of a two-car garage, single-car garage, or no garage and a maximum width of thirty-two feet (32') in the case of a three car or larger garage. In addition, each lot will be allowed one hard-surfaced wing area directly adjacent to the hard-surfaced driveway with a maximum width of twelve feet (12') to be used for parking. A hard-surfaced winged parking area is allowed on only one side of the hard-surfaced driveway and not both sides. Hard-surfaced wing parking areas shall not encroach upon the public right-of-way area. No person shall park a vehicle in the front or side yards of a residence except upon permitted driveways, wing areas and approach, and for multi-family uses, upon a permitted auxiliary parking area.

3. For all residential lots the maximum allowable width of the approach per lot shall be limited to a maximum width of twenty-four feet (24') in the case of a two-car garage, single-car garage, or no garage and a maximum width of thirty-two feet (32') in the case of a three car or larger garage. In the case of a lot having two approaches to accommodate a circular drive, the combined width of the approaches shall not exceed the maximum allowable width based on the number of garage spaces.

3(A). For Commercial and Industrial uses outside the Central Business District (CBD), the maximum allowable width of the approach shall not exceed thirty four (34') feet. As an exception, when unusual conditions exist at a location which would create a hardship or significant traffic conditions are present which would adversely affect traffic safety, approaches may be allowed to exceed the above stated width, subject to review by the City Administrator or other staff as may be assigned.

4. Parking areas and driveways accessed from an alley must be, at a minimum, surfaced with gravel in accordance with City specifications. The allowable width for alley approaches and parking areas shall be in accordance with an in addition to the allowable limits set forth earlier in this ordinance for street accessed parking.

5. All existing hard surfaced driveways, approaches, wing areas and/or hard-surfaced auxiliary parking areas on private property shall be permitted to continue as a non-conforming use if they exceed the maximum width permitted herein provided, however,

that if the City must cut an approach in connection with a street or utility improvement project, the City will only replace the approach to the maximum width permitted by this Ordinance. Existing non hard-surfaced driveways on private property and within the allowable maximum driveway width may continue but, at a minimum, be surfaced and/or maintained with gravel in accordance with City specifications. All of that portion of existing non hard-surfaced driveways in excess of the allowable maximum width may not continue and must be removed and returned to grass not later than September 1, 2008.

6. If an approach area is not hard surfaced, any gravel on any portion of the approach area which is in excess of the permitted width shall be removed not later than September 1, 2008 and the excess width returned to grass. The approach area, up to the maximum permitted width, must be hard surfaced not later than December 31, 2012. As an exception to the above subsection, existing approaches accessed from gravel streets would not have to be paved until such time as the City paves the street.

7. Any existing lots where surfaced approaches are in excess of the allowable width, as set forth in this Ordinance at the date of passage, shall be permitted to continue so long as they meet the definition of a surfaced driveway as set forth in this Ordinance and as long as the property owner agrees to accept responsibility to replace the surfaced area over the maximum allowed by this Ordinance at their expense if the approach should need to be replaced for any reason including utility work done in the public right-of-way by the City of Storm Lake or by public utilities.

8. All vehicle parking constructed after the adoption of this Ordinance shall be hard surfaced as defined herein.

9. Existing parking areas for multi-family units located in the City right-of-way accessed by curb cuts in existence prior to November 1, 2007 shall be allowed to remain as long as the area is hard surfaced by December 31, 2012 and may exceed the allowable driveway width as defined by this ordinance.

(E) REFUSE. The purpose of this Subsection is to eliminate unhealthy, unsanitary and unsightly conditions in the City caused by deposits and accumulation of garbage and to regulate the collection of same.

1. DEFINITIONS. For use within this Subsection the following terms are hereby defined:

- (a) "CAN": A container for the storage of garbage or recyclable materials which is provided with a handle and tight-fitting cover; is watertight; is substantially made of galvanized iron, plastic or rubber or other non-rusting material; and of a size that may be conveniently handled by the collector.
- (b) "COLLECTOR": Any person, business, private contractor, specifically including the City of Storm Lake, which picks up and removes garbage, recyclable materials, or yard waste for a fee and is licensed, in accordance with Storm Lake City Code.

- (c) “GARBAGE”: All animal, fruit, vegetable and other waste material resulting from the preparation of food and drink together with other discarded items that do not fall into the category of recyclable material or yard waste.
 - (d) “RECYCLABLE MATERIAL”: Materials which may be designated as recyclable by the Buena Vista County Recycling center such as cardboard, clean newspapers, magazines, number one and two plastic, tin cans, clear and amber glass; subject to such additional items or deletions of items that the Recycling Center may make from time to time.
 - (e) “YARD WASTE”: Yard waste shall have such definition as is given to it by the Iowa Department of Natural Resources, but in any case shall include glass clippings, leaves, garden waste and branches from trees and shrubs.
2. DUTY TO PROVIDE CANS. Each person who shall store garbage or recyclable materials out of doors on premises owned or occupied by that person shall provide and use cans suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period. The foregoing shall not be construed as requiring a can of sufficient capacity for the occasional discarded item which is too large for a can if discards of this type are not regularly reoccurring.

All cans provided shall be kept covered and reasonably clean at all times. They shall be placed in a position readily accessible to the collector outside of buildings but not in alleys or streets; provided, however, that persons storing garbage in commercially zoned districts or residential complexes of 4 or more units may store garbage and recyclable materials discretely on their own property or in the alley in cans or other commercial containers if such cans or containers are stored immediately adjacent to the adjoining building.

3. ACCUMULATION AND DEPOSIT OF GARBAGE OR RECYCLABLE MATERIALS PROHIBITED. No person shall permit garbage or recyclable materials to accumulate upon premises owned or occupied by him or her if such accumulation would violate the purpose of this Chapter as set out in City Code 3-1-1 nor shall any person deposit any garbage or recyclable materials upon any other premises except the County Landfill unless such person has been authorized by the owner of the premises to deposit such materials there.

(Ord. 11-O-2007-2008, Amended, 02/18/2008; Ord. 10-O-2007-2008, Amended, 12/17/2007; Ord. 09-O-2007-2008, Amended, 12/17/2007; Ord. 08-O-2007-2008, Add, 12/17/2007)

Section 5-10-8 Violations

(A) ENFORCEMENT. The creation or maintenance of a violation of this ordinance is prohibited and shall constitute a municipal infraction subject to the penalties and alternative relief authorized by Title I, Chapter 20 of the City Code and by Section 364.22 of the Code of Iowa. Each day that a violation is permitted to continue beyond any period of time granted by the enforcement officer to correct the violation constitutes a separate offense.

(B) INSPECTIONS. All inspections, enforcement actions, and hearings on violations, unless expressly stated to the contrary, shall be under the direction and supervision of an Enforcement Officer, who may appoint or designate other public officers or employees to perform duties as may be necessary to enforce this Code, including inspections and holding of hearings. The

Enforcement Officers are hereby authorized to abate such violations in accordance with the procedures of this Code and to serve notice to abate same, whether upon the owner or other responsible party for a premise upon which a violation is being maintained, or upon the person or persons causing or maintaining the violation.

(C) VOLUNTARY ABATEMENT. The objective of this Code being the abatement of violations, persons violating this Code shall, except in emergency situations, be given notice of the violation and allowed a reasonable amount of time to voluntarily remedy the violation before action to assess costs or penalties for committing a municipal infraction are undertaken. Consideration will be given to evidence of a good faith effort to correct the violation; whether an imminent health or safety hazard exists; whether the person has previously been notified of or charged with violations of a similar nature; and other factors.

(D) EMERGENCY CONDITION. If the Enforcement Officer judges that an emergency exists which creates a dangerous and imminent health or safety hazard to persons, property or the general public which requires immediate action, the City may order such action as may be necessary to meet the emergency. Any orders issued pursuant to this paragraph shall be effective immediately or in the time and manner prescribed in the order itself.

(E) REPEAT OFFENSE. The enforcement officer may, but shall not be required to, give notice to abate prior to issuance of a municipal infraction citation for a repeat offense involving the same property and occurring within one year of a prior violation and notice to abate.

(F) NOTICE. When service of a notice to abate is required, the following methods of service shall be deemed adequate:

1. By personal service upon the person or persons causing or maintaining the violation or the owner of the property upon which the nuisance exists.
2. If, after reasonable effort, personal service cannot be made, service shall be made by sending the notice by certified mail, return receipt requested to the last known address of the responsible party or owner as appropriate.

(G) ABATEMENT REMEDIES AND PENALTIES. In the event that the violation is not abated as ordered and within the time specified, the City may abate such violation by undertaking such abatement and assessing the costs thereof against the property.

1. Abatement may include but is not limited to repair, removal, cleaning, extermination, cutting, mowing, grading, sewer repairs, draining, securing, barricading or fencing, demolition of dangerous or abandoned structures or portions thereof, and elimination of nuisances. Abatement costs may include the cost of removing or eliminating the violation; the cost of investigation, such as title searches, inspection, and testing; the cost of notification; filing costs; and other related administrative costs. Inoperable or obsolete vehicles which have been impounded may be sold in accordance with state law. If an inoperable or obsolete vehicle removed from private premises is not sold or if the proceeds of such sale or redemption are not sufficient to pay the costs of abatement, storage and sale of said inoperable or obsolete vehicle, such cost or the balance of such cost may be assessed against the premises in the same manner as a property tax.

2. Before the assessment of any charges for work done or caused to be done by the City the owner of the property proposed to be assessed shall be provided notice and opportunity for hearing before the Property Maintenance Appeal Board. The notice shall set forth the amount proposed to be assessed, and include a statement of the time, place, and date of hearing.
- (H) EMERGENCY ABATEMENT PROCEDURE. If an Enforcement Officer determines that a violation exists and constitutes an imminent, clear, and compelling danger to health, safety or welfare of persons or property, the enforcement officer is authorized to abate the violation or have it abated without prior notice and opportunity for hearing. The costs of such action may be assessed against the premises. However, prior to such assessment, the City shall give a property owner notice and the opportunity for a hearing before the Property Maintenance Appeal Board.

(I) APPEAL. There is hereby created a Property Maintenance Appeal Board. It shall have five members and those five members shall be the same as the five persons currently serving on the Storm Lake Board of Adjustment. When sitting as the Property Management Appeal Board, the powers of the Board of Adjustment shall not apply and the Property Maintenance Appeal Board shall have the following powers:

1. To determine whether the finding of a violation by the enforcement officer is correct.
2. To grant, upon a showing of extreme financial hardship, a reasonable extension of time to correct a violation.
3. To authorize, upon a showing of unique circumstances not attributable to the owner or responsible party, vehicle parking arrangements not otherwise permitted by this Code but which may not include any new gravel parking.
4. The cost of an appeal to the Property Maintenance Appeal Board shall be the same as the cost of an appeal to the Board of Adjustment, and shall be set by Resolution duly adopted by the City Council.

(Ord. 08-O-2007-2008, Add, 12/17/2007)

**CHAPTER 157,
PROPERTY MAINTENANCE CODE**

157.01 PROPERTY MAINTENANCE STANDARDS ENUMERATED. These minimum conditions and responsibilities of persons for maintenance of structures, equipment and exterior property shall govern.

1. Responsibility. Owners shall be responsible to maintain structures and exterior property in compliance with these requirements while the occupants shall be responsible for keeping in a clean, sanitary and safe condition which they occupy and control.
2. Vacant Structures and Land. Shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to constitute a violation of any other applicable chapter of the Washington Code of Ordinances, adversely affecting the public health or safety.

157.02 DEFINITIONS.

1. “Habitable Space” means space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.
2. “Stagnant Water” means ponding of standing water for unusual amounts of time, with no current or flow for drainage purposes, often with an unpleasant smell or harboring of mosquitoes as a result.

157.03. EXTERIOR PROPERTY AREAS.

1. Grading and Drainage. Exterior areas must be maintained to prevent erosion and accumulation of stagnant water.
2. Rodent Infestation. Proper precautions must be taken to prevent or eliminate rodent infestation.
3. Exhaust Vents. Vents shall not be discharged directly upon abutting public or private property.
4. Accessory Structures. Must be maintained, structurally sound and in good repair.
5. Retaining Walls. Must be maintained, structurally sound and in good repair.

157.04 EXTERIOR STRUCTURES.

1. General. The exterior structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
2. Premises Identification. To have placed on the buildings address numbers that are plainly legible from the street, in compliance with Chapter 150 of this Code of Ordinances.
3. Structural Members. Shall be maintained free from deterioration and capable of safely supporting the imposed loads.
4. Exterior Walls. Shall be free from holes, breaks and loose or rotting materials, and otherwise properly maintained. All exterior wood surfaces of a dwelling and its accessory structures, fences, porches and similar appurtenances shall be reasonably protected from the elements and against decay by non lead-based paint or other approved protective coating.

Exception: Where it can be demonstrated that the exterior wood surface is comprised of a type or species of wood or has been treated in such a way as to cause it to be especially resistant to decay or infestation, the wood surface in question, if approved by the inspector, shall be exempt from the requirements listed in this subsection.
5. Roofs and Drainage. Shall not have defects that admit rain with drainage to prevent leaking into structure or deterioration. Drains, gutters and downspouts, where present, must be maintained and not discharged in a manner to create a nuisance.
6. Decorative Features. Shall be maintained in good repair with proper anchorage and in a safe condition.
7. Overhang Extensions. All overhang extensions including but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
8. Stairways, Decks, Porches and Balconies. Shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting imposed loads.
9. Chimneys and Towers. Shall be maintained structurally safe and sound and in good repair with exposed surfaces protected from the elements and against decay or rust.
10. Handrails and Guards. Shall be firmly fastened and capable of supporting normally imposed loads and maintained.
11. Windows, Skylights and Door Frames. Shall be kept in sound condition, good repair and weather-tight, easily openable if required for emergency egress, and capable of being held in position by window hardware.
12. Insect Screens. From April 1st to October 31st, outside openings required for ventilation shall be supplied with tightly fitting screens. Every storm door shall have a self-

closing device in good working condition. Screens shall not be required where other approved means such as air curtains or insect repellent fans are employed.

13. Doors. Shall be maintained in good condition with locks at unit's entrances being tightly secured. Doors that are equipped with a deadbolt shall be operated from the inside only by the turning of a knob and shall have a lock-throw of not less than one (1) inch. A sliding bolt shall not be acceptable, and the lock shall be operable without the use of a key, tool, special knowledge or effort.

14. Basement Hatchways. Shall be maintained to prevent the entrance of rodents, rain and surface drainage water. If the hatchway provides access to a unit, it shall be equipped with devices that secure the unit(s) from unauthorized entry.

15. Building Security. Doors, windows or hatchways for units shall be provided with devices designed to provide security for the occupants and property within.

16. Windows. A unit's operable windows located in whole or part within six (6) feet of ground level shall be equipped with sash-locking devices.

17. Cisterns. All cisterns or similar water storage facilities shall be fenced, safely covered or filled in such a way as not to create a hazard to life or limb.

157.05 INTERIOR STRUCTURES AND PROPERTY AREAS.

1. General. Shall be maintained in good repair, structurally sound and in a clean, sanitary condition. Occupants shall keep that part of the structure which they occupy in a clean and sanitary condition. The owner of multi-family unit(s) shall maintain the shared or public areas of the structure(s) and exterior in a clean and sanitary condition. No owner shall permit occupancy of a vacant dwelling unit or rooming unit unless it is clean, sanitary and fit for human occupancy.

2. Structural Members. Shall be maintained structurally sound and capable of supporting the imposed loads.

3. Stairs and Walking Surfaces. Shall be maintained in sound condition and good repair

4. Handrails and Guards. Shall be firmly fastened and capable of supporting normally imposed loads and maintained.

5. Interior Surfaces. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained in a clean and sanitary condition.

157.06 HANDRAILS AND GUARDRAILS.

1. General. Every exterior and interior flight of stairs having more than four (4) risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than thirty (30) inches above the floor or grade below shall have guards. Handrails shall not be less

than thirty (30) inches high or more than forty-two (42) inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surface. Guards shall not be less than thirty (30) inches high above the floor of the landing, balcony, porch, deck, ramp or other walking surface. For new installations in a residential setting, guards (spindles) on the open side of stairs shall not have openings which allow passage of a sphere 4-3/8" in diameter.

157.07 ACCUMULATION OF RUBBISH, GARBAGE AND YARD WASTE.

1. Accumulation. All exterior property and premises, in compliance with Chapter 105 of the Washington Code of Ordinances, and the interior of every structure shall be free from any accumulation of rubbish or garbage. Exterior property and premises shall additionally be free from any accumulation of yard waste in compliance with Chapter 105.
2. Disposal of Rubbish and Garbage. Rubbish and garbage shall not be stored outside for more than forty-eight (48) hours except in a covered, leak-proof container.

157.08 EXTERMINATION

1. Infestation. Structures shall be kept free from insect and rodent infestation.
2. The owner shall be responsible for extermination prior to renting or leasing and in the public or shared areas of the structure.
3. Occupants shall be responsible for extermination during their occupancy of said dwelling structure or unit.

157.09 LIGHT AND VENTILATION REQUIREMENTS

1. General. These provisions shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.
2. Responsibility. Owner shall provide and maintain light, ventilation and space conditions in compliance with these requirements and no person shall occupy any premises that do not comply with this code.
3. Light.
 - A. Habitable Spaces with exterior-facing walls shall have at least one (1) window of approved size facing directly to the outdoors or to a court with a minimum glazed area of five percent (5%) of the floor area.
 - B. Common Halls and Stairways. Multi-family occupancies shall be lighted at all times with at least a sixty (60) watt incandescent bulb or equivalent energy saving

bulb, for each two hundred (200) square feet of floor area with a spacing not greater than thirty (30) feet.

C. Other Spaces. Shall be provided with natural or artificial light sufficient to the maintenance of sanitary conditions and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

D. Alternative Devices. In lieu of the means for natural light prescribed, artificial light complying with the applicable International Building Code guidelines is permitted.

4. Ventilation.

A. Habitable Spaces with exterior-facing walls shall have at least one (1) openable window equal to fifty percent (50%) of the minimum required glazed area.

B. Bathrooms and Toilet Rooms. Shall comply with ventilation requirements for a habitable space, except that a window shall not be required in such spaces equipped with a mechanical ventilation system discharged to the outdoors or to a properly vented attic.

C. Clothes Dryer Exhaust. Shall be independent of all other systems by exhausting in accordance with manufacturer's instructions.

D. Alternative Devices. In lieu of the means for ventilation prescribed, artificial mechanical ventilation complying with the applicable International Mechanical Code guidelines is permitted.

157.10 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

1. General. This section shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

2. Responsibility. The owner shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements.

3. Required Facilities.

A. Dwelling Units. Shall contain its own tub or shower, lavatory, toilet and kitchen sink, which shall be maintained in a sanitary and safe working condition. The lavatory shall be placed in the same room as the toilet or in close proximity. A kitchen sink shall not be used as a substitute for the required lavatory.

B. Rooming Houses. At least one (1) toilet, lavatory and tub or shower shall be supplied for each four (4) rooming units.

C. Hotels. Where private toilets, lavatories and baths are not provided, then one (1) toilet, lavatory and tub or shower having access from a public hallway shall be provided for each ten (10) occupants.

4. Toilet Rooms.

A. Privacy. Bathrooms shall provide privacy and shall not constitute the only passage to a hall or other space or exterior. A door and interior locking device shall be provided for all common or shared bathrooms in a multiple dwelling.

B. Location. Bathrooms serving hotel units, rooming units or dorm units shall have access by transversing not more than one (1) flight of stairs and shall have access from a common hall or passageway.

5. Plumbing Systems and Fixtures.

A. General. All plumbing fixtures shall be properly installed and maintained in working order, kept free from obstructions, leaks, defects and capable of performing its function.

B. Fixture Clearances. Plumbing fixtures shall have adequate clearance for usage and cleaning.

C. Plumbing System Hazards. If a hazard is found, the Code Official shall require the defects to be corrected to eliminate the hazard promptly.

6. Water System.

A. General. Every fixture shall be properly connected to an approved water system and shall be supplied with hot or tempered and cold running water as per the Plumbing Code.

B. Contamination. The water supply shall be maintained free from contamination and all water outlets for plumbing fixtures shall be located above the flood-level rim of the fixture.

C. Supply. Shall be installed and maintained to provide a supply of water to fixtures in sufficient volume and pressures adequate to enable the fixtures to function properly, safely and free from defects and leaks.

D. Water Heating Facilities. Shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required fixture at a temperature of not less than one hundred ten degrees (110°) Fahrenheit. A gas-burning water heater shall not be located in any bathroom, bedroom or other occupied room normally kept closed unless the plumbing code requirements are met. An approved combination temperature and pressure-relief valve discharge pipe shall be properly installed and maintained on water heaters.

7. Sanitary Drainage System.

A. General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

B. Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

157.11 MECHANICAL AND ELECTRICAL REQUIREMENTS

1. General. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

2. Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements.

3. Heating Facilities.

A. Facilities Required. Heating facilities shall be provided in structures as required by this section.

B. Heat Supply. Dwellings shall be provided with heating facilities in good working order and capable of maintaining a room temperature of sixty-five degrees (65°) Fahrenheit in all habitable rooms and bathrooms. Cooking appliances or portable heating units shall not be used to provide space heating to meet the requirement.

C. Room Temperature Measurement. Shall be measured three (3) feet above the floor near the center of the room and two (2) feet inward from the center of each exterior wall.

4. Mechanical Equipment.

A. Mechanical Appliances. Shall be properly installed and maintained in a safe working condition.

B. Removal of Combustion Products. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent (exception for labeled and unvented).

C. Clearances. All required clearances to combustible materials shall be maintained.

D. Safety Controls. Shall be maintained in effective operation.

E. Combustion. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided.

F. Energy Conservation Devices. Shall not be installed unless labeled for such purpose and the installation is specifically approved.

G. Duct Systems. Shall be maintained free of obstructions and shall be capable of performing the required function.

5. Electrical Facilities.

A. Facilities Required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section.

B. Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the Electrical Code. Dwellings shall be served by a three-wire (3), 120/240 volt, single-phased electrical service having a rating of not less than one hundred (100) amps.

C. Electrical System Hazards. Where a hazard is found to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Official shall require the defects to be corrected immediately to eliminate the hazard.

6. Electrical Equipment.

A. Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

B. Receptacles. Every habitable space in a dwelling unit shall contain at least one (1) separate and remote receptacle outlet. Every laundry area shall contain at least one (1) grounded-type receptacle or a receptacle with a ground-fault circuit interrupter. Every bathroom shall contain at least one (1) receptacle. Any new bathroom outlet shall have ground-fault circuit interrupter protection.

7. Elevators, Escalators and Dumbwaiters.

A. General. Shall be maintained to sustain all imposed loads, to operate properly and to be free from physical and fire hazards with current certificate of inspection displayed and available for public inspection.

B. Elevators. In buildings equipped with more than one (1) passenger elevator, at least one (1) elevator shall be maintained in operation at all times when the building is occupied.

157.12 FIRE SAFETY REQUIREMENTS.

1. General. The provisions of this chapter shall govern the MINIMUM conditions and standards for fire safety relating to structures and exterior premises,

including fire safety facilities and equipment to be provided. The State Fire Marshal may impose additional provisions.

2. Responsibility. The owner shall provide and maintain such fire safety facilities and equipment in compliance with these requirements.

3. Means of Egress.

A. General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way.

B. Aisles and Corridors. Aisles and corridors shall be unobstructed.

C. Locked Doors. All means of egress doors shall be readily openable from the side from which egress is to be made without need for keys, special knowledge or effort.

D. Emergency Escape Openings. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grills, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the Building Code and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than which is required for normal operation of the escape and rescue opening.

4. Fire-Resistance Ratings.

A. Fire-Resistance-Rated Assemblies. The fire resistance rating of the walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

B. Opening Protection. Required opening protectives shall be maintained in an operative condition. All fire and smoke-stop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

5. Fire Protection Systems.

A. General. Existing residential rental units not already provided with single-station smoke alarms shall be provided with approved single-station dual-sensor smoke alarms.

B. Smoke Alarms. Approved single- or multi-station smoke alarms shall be installed and maintained in existing single- and multi-family dwelling units, duplexes, congregate residences and hotel/lodging house guest rooms regardless of occupant load in each sleeping room and immediately outside of sleeping areas and on each story including the basement.

C. Fire Extinguishers. Multi-family dwellings shall have a 2A10BC-rated fire extinguisher located within seventy-five (75) feet of each dwelling unit's main

entrance, with a minimum of one (1) per floor. Extinguishers shall be checked and tagged by a qualified service person annually.

157.13 CARBON MONOXIDE DETECTORS REQUIRED.

1. General. Approved carbon monoxide detectors are required to be installed and maintained in each dwelling unit immediately outside sleeping areas. Dwelling units with no potential source of carbon monoxide are exempted from this requirement.
2. Responsibility. The owner shall provide and maintain such detectors and equipment in compliance with these requirements.

157.14 NOTICE TO ABATE. Upon discovery of violations of this Chapter, the City may within seven (7) days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	October 1, 2018
AGENDA ITEM:	Motion to Approve the Direction to Keep the First Weekend in August for the Hoover Home Town Days Event.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Roger Laughlin, Mayor
DATE:	September 28, 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 Hoover Foundation Director Jerry Fleagle would like to the City to consider moving the event back a week to coincide with his actual birthday.

STAFF RECOMMENDATION:	Approve Motion
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	October 1, 2018
AGENDA ITEM:	Resolution 1745 - Approve Pay Estimate 6 for the Cubby Park Improvements
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Nate Kass, Fehr Graham
DATE:	September 28, 2018

BACKGROUND:

This is the sixth pay estimate for work at Cubby Park completed by Needham Excavating.

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

RESOLUTION 1745

A RESOLUTION APPROVING PARTIAL PAY ESTIMATE NUMBER 6 IN THE AMOUNT OF \$604,543.90 TO NEEDHAM EXCAVATING INC. FOR THE CUBBY PARK IMPROVEMENTS PROJECT.

WHEREAS, Needham Excavating Inc. of Walcott, Iowa was awarded the construction contract for Cubby Park Improvements for West Branch, Iowa (the “Project”) by the West Branch City Council through the passage of Resolution 1680 on January 16, 2018 in the amount of \$2,945,427.39; and

WHEREAS, Needham Excavating has declared that said project has started and work has been rendered in accordance with drawings and specifications on the Project, based on observations West Branch project managers and the project managers of Fehr Graham who are contracted with the City of West Branch to oversee the construction process.

WHEREAS, the City Council of West Branch, approved Partial Pay Estimate Number One through 5 in the amount of \$1,298,572.01 to Needham Excavating Inc. of Walcott, IA to date; and

WHEREAS, it is now necessary for the City Council to accept the Pay Estimate Number Six (6) in the amount of \$604,543.90 and the project is now approximately 69% complete.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that Partial Pay Estimate Number Six in the amount of \$604,543.90 to Needham Excavating Inc. of Walcott, IA is approved.

Passed and approved this 1st day of October, 2018.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator / City Clerk

PARTIAL PAY ESTIMATE NUMBER SIX
CUBBY PARK IMPROVEMENTS, WEST BRANCH, IOWA
PROJECT NUMBER 16-072

Name of Contractor: Needham Excavating, Inc. 17470 70th Ave Walcott, IA 52773					Name of Owner: City of West Branch 110 North Poplar St. / PO Box 52358-0218 West Branch, IA				
Date of Completion: Original: By November 2, 2018 Revised: November 16, 2018			Amount of Contract: Original: \$ 2,945,427.39 Revised: \$ 2,888,991.84			Dates of Estimate: From: August 31, 2018 Through: September 22, 2018			
Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
BID ITEMS									
1	1070-206-A-3	TRAFFIC CONTROL	1	LS	\$ 2,800.00		\$ -	1	\$ 2,800.00
2	2010-108-C-0	CLEARING AND GRUBBING	1	LS	\$ 3,560.00		\$ -	1	\$ 3,560.00
3	2010-108-D-1	TOPSOIL, ON-SITE	15985	CY	\$ 5.75		\$ -	15985	\$ 91,913.75
4	2010-108-E-0	EXCAVATION, CLASS 10	36540	CY	\$ 3.95		\$ -	36540	\$ 144,333.00
5	2010-108-E-0	EXCAVATION, CLASS 13	2191	CY	\$ 6.10		\$ -	2191	\$ 13,365.10
6	2010-108-I-0	SUBBASE, MODIFIED (IADOT GRADATION NO. 14)	3903	TON	\$ 23.40	1168.32	\$ 27,338.69	3048.32	\$ 71,330.69
7	2010-108-I-1	SUBBASE, MACADAM (IADOT GRADATION NO. 13)	203	TON	\$ 23.80	13.39	\$ 318.68	517.99	\$ 12,328.16
8	2010-108-O-0	SUBBASE, WASHED SAND, 4" THICK, UNDER SURFACE AGGRAGATE	1295	TON	\$ 26.70	1026.6	\$ 27,410.22	1026.6	\$ 27,410.22
9	2010-108-P-0	INFIELD/WARNING TRACK SKIN SURFACE, RED BALL DIAMOND AGGREGATE, 5" THICK	1590	TON	\$ 79.70	932.46	\$ 74,317.06	1010.46	\$ 80,533.66
10	2010-108-Q-0	BATTING CAGE SURFACE, FINE LIMESTONE (IADOT GRADATION NO. 8)	40	TON	\$ 16.50	-27.16	\$ (448.14)	70.84	\$ 1,168.86
11	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, SDR 26 PVC, 8"	649	LF	\$ 34.10		\$ -	667	\$ 22,744.70
12	4010-108-E-0	SANITARY SEWER SERVICE STUB, PVC SDR 23.5, 4"	1	EA	\$ 1,000.00		\$ -	1	\$ 1,000.00
13	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15"	42	LF	\$ 73.90		\$ -	42	\$ 3,103.80
14	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18"	693	LF	\$ 54.85		\$ -	765	\$ 41,960.25
15	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24"	56	LF	\$ 94.95		\$ -	56	\$ 5,317.20
16	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36"	180	LF	\$ 109.75		\$ -	180	\$ 19,755.00
17	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 6"	36	LF	\$ 17.45		\$ -	36	\$ 628.20
18	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 12"	26	LF	\$ 31.50		\$ -	26	\$ 819.00
19	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 15"	156	LF	\$ 40.60		\$ -	156	\$ 6,333.60
20	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 18"	844	LF	\$ 44.90		\$ -	844	\$ 37,895.60
21	4020-108-C-0	REMOVAL OF STORM SEWER, 18" RCP	5	LF	\$ 25.00		\$ -	5	\$ 125.00
22	4030-108-B-0	PIPE APRON, RCP, 12"	2	EA	\$ 1,383.50		\$ -	2	\$ 2,767.00

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
23	4030-108-B-0	PIPE APRON, RCP, 18"	3	EA	\$ 1,560.00		\$ -	3	\$ 4,680.00
24	4030-108-B-1	PIPE APRON, RCP, 36"	1	EA	\$ 2,320.00		\$ -	1	\$ 2,320.00
25	4030-108-D-0	PIPE APRON GUARD, 36"	1	EA	\$ 1,765.00		\$ -	1	\$ 1,765.00
26	4040-108-A-0	SUBDRAIN, HDPE, 2" DIA. PERF.	5248	LF	\$ 5.00		\$ -	5248	\$ 26,240.00
27	4040-108-A-0	SUBDRAIN, HDPE, 4" DIA. PERF.	198	LF	\$ 12.00		\$ -	198	\$ 2,376.00
28	4040-108-A-0	SUBDRAIN, HDPE DUAL WALL, NON PERF, 4" DIA	25	LF	\$ 12.00		\$ -	25	\$ 300.00
29	4040-108-A-1	SUBDRAIN, HDPE DUAL WALL, NON PERF, 6" DIA	1310	LF	\$ 15.10		\$ -	1310	\$ 19,781.00
30	4040-108-A-0	SUBDRAIN, HDPE DUAL WALL, 6"	530	LF	\$ 16.80		\$ -	530	\$ 8,904.00
31	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-1, 6"	3	EA	\$ 600.00		\$ -	3	\$ 1,800.00
32	5010-108-A-1	WATER MAIN, TRENCHED, DR18 PVC, 6"	756	LF	\$ 28.00		\$ -	756	\$ 21,168.00
33	5010-108-A-1	WATER MAIN, TRENCHED, CLASS 52 DIP, 6", WITH NITRILE GASKETS	80	LF	\$ 60.25		\$ -	80	\$ 4,820.00
34	5010-108-A-1	WATER MAIN, TRENCHED, DR21 PVC, 3"	104	LF	\$ 40.00		\$ -	104	\$ 4,160.00
35	5010-108-C-2	FITTING, MJ DIP	427	LB	\$ 29.10		\$ -	587	\$ 17,081.70
36	5010-108-F-0	CONNECTION TO EXISTING WATER MAIN	1	EA	\$ 710.00		\$ -	1	\$ 710.00
37	5010-108-G-0	IRRIGATION DELIVERY SYSTEM FOR 3 FIELDS	1	LS	\$ 7,500.00		\$ -	1	\$ 7,500.00
38	5010-108-H-0	IRRIGATION SYSTEM - SOFTBALL FIELD	1	LS	\$ 10,500.00		\$ -	1	\$ 10,500.00
39	5010-108-H-0	IRRIGATION SYSTEM - LITTLE LEAGUE FIELD 1	1	LS	\$ 8,500.00		\$ -	1	\$ 8,500.00
40	5010-108-H-0	IRRIGATION SYSTEM - LITTLE LEAGUE FIELD 2	1	LS	\$ 8,500.00		\$ -	1	\$ 8,500.00
41	5020-108-A-0	VALVE, GATE, 3"	1	EA	\$ 1,010.00		\$ -	1	\$ 1,010.00
42	5020-108-A-0	VALVE, GATE, 6"	4	EA	\$ 1,372.50		\$ -	3	\$ 4,117.50
43	5020-108-C-0	FIRE HYDRANT ASSEMBLY	3	EA	\$ 4,895.00		\$ -	3	\$ 14,685.00
44	6010-108-A-0	MANHOLE TYPE SW-301, 48"	37.58	VF	\$ 593.00		\$ -	37.58	\$ 22,284.94
45	6010-108-A-0	MANHOLE TYPE SW-401, 48"	13.29	VF	\$ 519.25		\$ -	13.29	\$ 6,900.83
46	6010-108-A-0	MANHOLE TYPE SW-402, 48"x48"	12.92	VF	\$ 608.00		\$ -	12.92	\$ 7,855.36
47	6010-108-B-0	INTAKE TYPE SW-501	1	EA	\$ 3,595.00		\$ -	1	\$ 3,595.00
48	6010-108-B-0	INTAKE TYPE SW-507	4	EA	\$ 4,597.50		\$ -	4	\$ 18,390.00
49	6010-108-B-0	INTAKE TYPE SW-508	2	EA	\$ 6,955.00		\$ -	2	\$ 13,910.00
50	6010-108-B-0	INTAKE TYPE SW-509	1	EA	\$ 5,455.00		\$ -	1	\$ 5,455.00
51	6010-108-B-0	INTAKE TYPE NYLOPLAST, 24" W/ H-20 STANDARD GRATE	10	EA	\$ 2,220.00		\$ -	10	\$ 22,200.00
52	6010-108-H-0	REMOVE INTAKE	1	EA	\$ 510.00		\$ -	1	\$ 510.00
53	7010-108-A-0	PAVEMENT, PCC, 6"	5771	SY	\$ 33.55		\$ -		\$ -
54	7010-108-A-0	PAVEMENT, PCC, 6" THICK, REINFORCED	210	SY	\$ 67.15		\$ -		\$ -
55	7010-108-A-0	PAVEMENT, PCC, 8" REINFORCED	193	SY	\$ 61.55		\$ -		\$ -
56	7010-108-F-0	BEAM CURB, PCC	393	LF	\$ 22.35		\$ -		\$ -
57	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$ 2,240.00		\$ -		\$ -
58	7030-108-C-1	SHARED USE PATH, PCC, 6" THICK	4337	SY	\$ 33.55		\$ -		\$ -
59	7030-108-C-2	SHARED USE PATH, PCC, 8" THICK (NOMINAL) REINFORCED	14	SY	\$ 90.55		\$ -		\$ -
60	7030-108-E-0	SIDEWALK, PCC, 4" THICK	885	SY	\$ 44.75		\$ -		\$ -
61	7030-108-G-0	DETECTABLE WARNING	104	SF	\$ 44.75		\$ -		\$ -
62	7080-108-B-0	ENGINEERING FABRIC (PLAYGROUND)	600	SY	\$ 1.30		\$ -		\$ -
63	8020-108-C-0	PAINTED PAVEMENT MARKINGS, DURABLE	1	LS	\$ 1,680.00		\$ -		\$ -

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
64	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	6	EA	\$ 184.50		\$ -		\$ -
65	8030-108-A-0	SIGN, INSTALL, HANDICAP	5	EA	\$ 125.00		\$ -		\$ -
66	8030-108-A-0	SIGN, INSTALL, HANDICAP W/ VAN	1	EA	\$ 135.00		\$ -		\$ -
67	9010-108-A-0	SEEDING, FERTILIZING, AND MULCHING, TYPE 4	12.75	AC	\$ 1,808.00	0.2	\$ 361.60	0.2	\$ 361.60
68	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1 PERMANENT LAWN	4.57	AC	\$ 2,884.70		\$ -		\$ -
69	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1 BALLFIELD LAWN SEEDING	2.37	AC	\$ 3,070.75	1.51	\$ 4,636.83	2.72	\$ 8,352.44
70	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, NO MOW FESCUE	0.96	AC	\$ 3,080.00		\$ -		\$ -
71	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, SHORT GRASS PRAIRIE	2.05	AC	\$3,594.00		\$ -	0.4	\$ 1,437.60
72	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, FLOOD PLAIN	0.47	AC	\$3,570.00		\$ -	0.42	\$ 1,499.40
73	9010-108-B-0	HYDRAULIC MULCHING	10.42	AC	\$1,127.50		\$ -	1.21	\$ 1,364.28
74	9010-108-D-0	WATERING	25,000	TGAL	\$0.20		\$ -		\$ -
75	9010-108-F-0	SPORTSFIELD SOIL PREPARATION	1	LS	\$ 13,500.00		\$ -	1	\$ 13,500.00
76	9010-108-G-0	SPORTSFIELD GROW IN PLAN	1	LS	\$6,500.00		\$ -		\$ -
77	9030-108-B-0	PLANTS, TREE, AUTUM BLAZE FREEMAN MAPLE - 3" CAL.	9	EA	\$670.35		\$ -		\$ -
78	9030-108-B-0	PLANTS, TREE, EUROPEAN BLACK ALDER - 6' HT.	5	EA	\$468.75		\$ -		\$ -
79	9030-108-B-0	PLANTS, TREE, ARMSTRONG COLUMNAR MAPLE - 3" CAL.	3	EA	\$563.75		\$ -		\$ -
80	9030-108-B-0	PLANTS, TREE, RIVER BIRCH - 10' HT.	10	EA	\$317.80		\$ -		\$ -
81	9030-108-B-0	PLANTS, TREE, WASHINGTON HAWTHORN - 6' HT.	8	EA	\$340.15		\$ -		\$ -
82	9030-108-B-0	PLANTS, TREE, DAWYCK PURPLE BEECH - 3" CAL.	1	EA	\$720.65		\$ -		\$ -
83	9030-108-B-0	PLANTS, TREE, MAIDENHAIR TREE - 3" CAL.	5	EA	\$687.00		\$ -		\$ -
84	9030-108-B-0	PLANTS, TREE, SKYLINE HONEYLOCUST - 3" CAL.	9	EA	\$608.75		\$ -		\$ -
85	9030-108-B-0	PLANTS, TREE, NORWAY SPRUCE - 6' HT.	4	EA	\$396.25		\$ -		\$ -
86	9030-108-B-0	PLANTS, TREE, LONDON PLANETREE - 3" CAL.	1	EA	\$565.00		\$ -		\$ -
87	9030-108-B-0	PLANTS, TREE, BLACK HILLS SPRUCE - 8' HT.	16	EA	\$541.60		\$ -		\$ -
88	9030-108-B-0	PLANTS, TREE, COLORADO BLUE SPRUCE - 8' HT.	1	EA	\$558.35		\$ -		\$ -
89	9030-108-B-0	PLANTS, TREE, WHITE PINE - 7' HT.	5	EA	\$413.00		\$ -		\$ -
90	9030-108-B-0	PLANTS, TREE, WHITE OAK - 3" CAL.	11	EA	\$651.35		\$ -		\$ -
91	9030-108-B-0	PLANTS, TREE, BUR OAK - 3" CAL.	12	EA	\$649.00		\$ -		\$ -
92	9030-108-B-0	PLANTS, TREE, ACCOLADE ELM - 3" CAL.	3	EA	\$584.00		\$ -		\$ -
93	9030-108-B-0	PLANTS, TREE, BLACK HAW VIBURNUM - 4' HT.	8	EA	\$122.00		\$ -		\$ -

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
94	9030-108-B-0	PLANTS, SHRUB, HAPPY RETURNS DAYLILY - 1 GAL.	75	EA	\$19.60		\$ -		\$ -
95	9030-108-B-0	PLANTS, SHRUB, GRO-LOW FRAGRANT SUMAC - 18" HT.	14	EA	\$68.35		\$ -		\$ -
96	9030-108-B-0	PLANTS, SHRUB, NEON FLASH SPIREA - 18" HT.	78	EA	\$66.00		\$ -		\$ -
97	9030-108-B-0	PLANTS, SHRUB, MISSION STRAIN ARBORVITAE, 5' HT.	48	EA	\$236.10		\$ -		\$ -
98	9030-108-B-0	PLANTS, SHRUB, ARROWWOOD VIBURNUM - 36" HT.	31	EA	\$95.10		\$ -		\$ -
99	9030-108-F-0	LIVE FASCINE	200	LF	\$64.90		\$ -		\$ -
100	9040-108-A-2	SWPPP, MANAGEMENT	1	LS	\$2,950.00	0.1	\$ 295.00	0.7	\$ 2,065.00
101	9040-108-E-0	TEMPORARY RECP, TYPE 2	11,100	SY	\$1.45		\$ -	7637	\$ 11,073.65
102	9040-108-F-1	WATTLES, 9", INSTALLATION, MAINTENANCE	6,300	LF	\$1.68		\$ -	1252	\$ 2,103.36
103	9040-108-F-2	WATTLES, REMOVAL	6,300	LF	\$0.17		\$ -		\$ -
104	9040-108-J-0	RIP RAP, EROSION STONE W/FABRIC	150	TON	\$28.90		\$ -	144.23	\$ 4,168.25
105	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	4,250	LF	\$1.35		\$ -	2528	\$ 3,412.80
106	9040-108-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	1,500	LF	\$0.65		\$ -		\$ -
107	9040-108-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	4,250	LF	\$0.34		\$ -	170	\$ 57.80
108	9040-108-O-2	STABILIZED CONSTRUCTION ENTRANCE	200	TON	\$26.85		\$ -	28.47	\$ 764.42
109	9040-108-P-1	DUST CONTROL, WATER	24,000	SY	\$0.04		\$ -		\$ -
110	9040-108-T-1	INLET PROTECTION DEVICE, SURFACE APPLIED, INSTALLATION AND MAINTENANCE	18	EA	\$78.25		\$ -	18	\$ 1,408.50
111	9040-108-T-2	INLET PROTECTION DEVICE, REMOVAL	18	EA	\$28.00		\$ -		\$ -
112	9060-108-H-0	FENCING CAP, OUTFIELD FENCE	1,226	LF	\$3.15		\$ -		\$ -
113	9080-108-A-0	CONCRETE STEPS	40	SF	\$53.00		\$ -		\$ -
114	9080-108-B-0	HANDRAIL, ALUMINUM	10	LF	\$150.00		\$ -		\$ -
115	9090-108-A-0	SPORTSFIELD EQUIPMENT - SOFTBALL FIELD	1	LS	\$1,950.00		\$ -		\$ -
116	9090-108-A-0	SPORTSFIELD EQUIPMENT - LITTLE LEAGUE FIELD 1	1	LS	\$1,950.00		\$ -		\$ -
117	9090-108-A-0	SPORTSFIELD EQUIPMENT - LITTLE LEAGUE FIELD 2	1	LS	\$1,950.00		\$ -		\$ -
118	9090-108-B-0	ELECTRONIC SCOREBOARDS	3	EA	\$ 10,135.00	2.5	\$ 25,337.50	2.5	\$ 25,337.50
119	9090-108-C-0	BATTING CAGE EQUIPMENT	1	LS	\$11,190.00		\$ -	1	\$ 11,190.00
120	9090-108-D-0	BLEACHERS, ALUMINUM, 15' LONG, 4 ROWS	9	EA	\$2,135.00		\$ -		\$ -
121	9090-108-E-0	PICKLEBALL COURT EQUIPMENT	1	LS	\$11,350.00		\$ -		\$ -
122	9090-108-F-0	PICKLE BALL COURT SURFACING	1	LS	\$4,280.00		\$ -		\$ -
123	9090-108-G-0	PLAYGROUND EQUIPMENT	1	LS	\$ 98,235.00		\$ -	0.693	\$ 68,076.86
124	9090-108-H-0	SAFETY SURFACING - 12" DEPTH	157	CY	\$47.00		\$ -		\$ -
125	9090-108-I-0	BIKE RACKS	1	LS	\$2,740.00		\$ -		\$ -
126	9090-108-J-0	PARK BENCHES	6	EA	\$1,277.50		\$ -		\$ -
127	9090-108-K-0	TRASH RECEPTACLES	9	EA	\$1,400.00		\$ -		\$ -
128	9090-108-L-0	FLAG POLE - 30' HT. WITH INTEGRAL LIGHT	1	EA	\$5,900.00		\$ -		\$ -
129	9090-108-L-0	FLAG POLE - 25' HT.	2	EA	\$5,895.00		\$ -		\$ -

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
130	9090-108-M-0	LANDSCAPE BOULDERS - STONE STEPS AND OUTCROPPING	24	TON	\$689.30		\$ -		\$ -
131	9090-108-M-0	LANDSCAPE BOULDERS - SEAT STONES	18	TON	\$470.35		\$ -		\$ -
132	9090-108-M-0	LANDSCAPE BOULDERS - PLAYGROUND STEPPER BOULDERS	22	TON	\$336.20		\$ -		\$ -
133	9100-108-A-0	ELECTRICAL SYSTEM	1	LS	\$149,942.65	0.23	\$ 34,486.81	0.895	\$ 134,198.67
134	9110-108-A-0	PAVILION BUILDING AND APPERTENANCES	1	LS	\$312,500.00	0.2	\$ 62,500.00	0.7	\$ 218,750.00
135	11,010-108-A	CONSTRUCTION SURVEY	1	LS	\$ 20,600.00	0.25	\$ 5,150.00	0.5	\$ 10,300.00
136	11,020-108-A	MOBILIZATION	1	LS	\$ 118,685.00		\$ -	1	\$ 118,685.00
137	11,050-108-A-0	CONCRETE WASHOUT	1	LS	\$ 5,765.00		\$ -	0.5	\$ 2,882.50
		FENCING A BID ITEMS							
FA1	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 6' TALL (06A)	984	LF	\$ 15.35		\$ -	984	\$ 15,104.40
FA2	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 6' TALL (06B)	1126	LF	\$ 17.90		\$ -	1127	\$ 20,173.30
FA3	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 10' TALL (10A)	402	LF	\$ 29.20		\$ -	198	\$ 5,781.60
FA4	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 20' TALL (20A)	180	LF	\$ 107.40		\$ -	180	\$ 19,332.00
FA5	9060-108-B-0	GATES, CHAIN LINK, ALUMINIZED, 4' WIDE	7	EA	\$ 447.50		\$ -	6	\$ 2,685.00
FA6	9060-108-B-0	GATES, CHAIN LINK, ALUMINIZED, 6' TALL, DOUBLE 6" (12' WIDE)	3	EA	\$ 750.00		\$ -	3	\$ 2,250.00
		FIELD LIGHTING A BID ITEMS							
LA1	9100-108-B-0	FIELD LIGHTING, HID CONROL SYSTEM AND DISTRIBUTION FOR 3	1	LS	\$50,355.00	0.25	\$ 12,588.75	0.25	\$ 12,588.75
LA2	9100-108-C-0	FIELD LIGHTING POLES & LUMINAIRES, HID, SOFTBALL FIELD	1	LS	\$134,277.00	1	\$ 134,277.00	1	\$ 134,277.00
LA3	9100-108-C-0	FIELD LIGHTING, HID - LITTLE LEAGUE FIELD 1	1	LS	\$95,113.00	1	\$ 95,113.00	1	\$ 95,113.00
LA4	9100-108-C-0	FIELD LIGHTING, HID - LITTLE LEAGUE FIELD 2	1	LS	\$89,518.00	1	\$ 89,518.00	1	\$ 89,518.00
		DUGOUT A BID ITEMS							
DA1	9090-108-N-0	DUGOUT, LUMBER FRAMED, 10' DEEP x 32' WIDE	6	EA	\$7,193.50	6	\$ 43,161.00	6	\$ 43,161.00
DA2	9090-108-O-0	TWO TIER DUGOUT BENCH, LUMBER, 24' LONG	6	EA	\$560.00		\$ -		\$ -
A01		4" HDPE PERFORATED DRAIN TILE	1340	LF	\$15.00		\$ -	1500	\$ 22,500.00
A02		IRRIGATION SYSTEM BOOSTER PUMP	1	LS	\$3,512.30		\$ -	1	\$ 3,512.30
A03	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 12"	88	LF	\$70.00		\$ -	88	\$ 6,160.00
A04		CREEK RESTORATION	40,000	LS	\$1.00		\$ -	26921.81	\$ 26,921.81
		TOTAL BASE BID					\$ 636,362.00		\$ 2,003,279.91

PARTIAL PAY ESTIMATE NUMBER SIX
 CUBBY PARK IMPROVEMENTS, WEST BRANCH, IOWA
 PROJECT NUMBER 16-072

This Period	Retainer 5.00%	Total to Date
\$ 636,362.00	Amount Earned	\$ 2,003,279.91
\$ 31,818.10	Amount Retained	\$ 100,164.00
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 1,298,572.01
\$ 604,543.90	Amount Due	\$ 604,543.90

Estimated Percent of Job Completed 69.34%

Is Contractor's Construction Progress on Schedule? No - weather has hindered expected progress

Submitted By:

 Needham Excavating, Inc.

Approved By:

 City of West Branch, Iowa

By: _____ Date: _____
 Joseph D. Needham, President

By: _____ Date: _____
 Gordon R. Edgar, Finance Officer / Deputy City Clerk

Recommended By:

 Fehr Graham

By: _____ Date: _____
 Redmond Jones II, City Administrator

By: _____ Date: _____
 Nathan P. Kass, PE, PLS