



PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY DECEMBER 3, 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	rionesii@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

G. 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 Meeting Minutes for City Council Meeting November 19, 2018.**

"Turning Vision into Reality is our Business"

2. **Motion to Adopt** the City Council 2019 Regular Meeting Schedule.
3. **Motion to Approve** Tom Burger for Appointment to the Parks and Recreation Commission.
4. **Motion to Approve** the Christmas Past-Special Event Application.
5. **Motion to Approve** the Claims Report.

G. Public Hearing / Non-Consent Agenda

1. **Resolution 1765** – Adopting Goals and Objectives for the City of West Branch, Iowa for 2019-2020.
2. **Second Reading, Ordinance 760** – Rezoning that Certain Parcel of Real Property Located at the Meadows, Part 4 from R-1 Residence District to R-1 and R-2 Residence Districts.
3. **Second Reading, Ordinance 761** – Rezoning that Certain Parcel of Real Property Located at the Loethen Ridge Estates (formerly known as Pedersen Valley, Part 4 from R-1 Residence District to R-2 Residence District.
4. **Second Reading, Ordinance 762** – Rezoning that Certain Parcel of Real Property Located at Cedar’s Edge Golf Course from A-1 Agricultural District to R-1 and R-2 Residence Districts.
5. **Resolution 1766** – Approving a Three Year Service Contract for Performing Semi Annual Inspection, Load Test, and Annual service on the City’s Emergency Generator.
6. **Resolution 1767** – Setting a Date for Consultation and a Date for a Public Hearing on the Proposed Amendment to the Amended and Restated West Branch Urban Renewal Plan.

H. Reports

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

I. Comments from Mayor and Council Members

J. Adjournment

"Turning Vision into Reality is our Business"

(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

November 19, 2018

6:00 p.m.

Mayor Roger Laughlin called the West Branch City Council Goal Session meeting to order at 6:00 p.m. Roll call: Council members: Colton Miller, Jordan Ellyson, Brian Pierce, Jodee Stoolman and Nick Goodweiler were present. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy City Clerk Leslie Brick, Finance Officer Gordon Edgar, Public Works Director Matt Goodale, Park & Recreation Director Melissa Russell, Library Director Nick Shimmin and Police Chief Mike Horihan.

Jones opened the meeting by presenting a refresher on why goal setting was an important tool for City government. Goals set by the Council help guide city staff to find funding for the projects and directs them to carry out and accomplish those goals.

Jones listed several past goals for the council to reconsider and reprioritize along with current city projects previously approved. Jones included requests from individual departments for consideration for the FY20 -21 budget year. After discussion and addition of a few new goals, the Council voted individually on projects and goals they felt were the most important for the City. Flood mitigation (upstream, downstream and creek bank maintenance) drew the most votes, following with eastside water main upgrades and completing the Main Street Sidewalk repairs for the 100 block of West Main Street.

ADJOURNMENT

Motion to adjourn by Ellyson, second by Goodweiler. Motion carried on a voice vote. City Council meeting adjourned at 6:55 p.m.

Mayor Roger Laughlin called the West Branch regular 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, Jordan Ellyson, Brian Pierce, Jodee Stoolman and Nick Goodweiler were present. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy City Clerk Leslie Brick, Finance Officer Gordon Edgar, Public Works Director Matt Goodale, Park & Recreation Director Melissa Russell, Library Director Nick Shimmin, Police Chief Mike Horihan and City Attorney Kevin Olson.

GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS

Larry Burger, Speer Financial presented the City's annual financial report and reviewed the City's current general obligation debt, revenue debt and TIF rebate obligations. Burger further explained the calculations used for coming up with the TIF Revenue Abatement amount that the City will certify on December 1st.

Chad Sparks, Midland GIS gave a presentation on the GIS mapping recently installed for the City along with a work order system that is being utilized by City staff.

Nick Shimmin, West Branch Public Library Director gave his annual library report highlighting stats on library and computer usage, circulation and collection changes, programming attendance and library funding.

PUBLIC COMMENT

There was no public comment.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION

Motion to approve minutes for City Council Meeting November 5, 2018.

Motion to approve the Down Under located at 102 W. Main Street Liquor License Renewal.

Motion to approve the Fire Department Officers for 2018-2019.

Motion to approve the Claims Report.

November Claims paid and October Revenues

EXPENDITURES	11/19/2018	
ALLIANT ENERGY	SERVICE-WATERTOWER	8,997.56
ALPHA GRAPHICS	BUSINESS CARDS	71.76
BAKER & TAYLOR INC.	BOOKS	991.66
BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	511.23
BEAN & BEAN	GRAVE OPENING	550.00
CEDAR COUNTY COOPERATIVE	FUEL - PUBLIC WORKS	1,972.06
CEDAR COUNTY PUBLIC HEALTH	FLU SHOTS	90.00
CEDAR COUNTY RECORDER	RECORDING FEES	42.00
DEARBORN NATIONAL INSURANCE	CREDIT - HOLLAND	60.50
DEWEYS JACK & JILL	MAINTENANCE SUPPLIES	36.42
DOORS INC	BUILDING REPAIR	4,006.00
ELITE HOLDING COMPANY	SUPPLIES	302.86
FARMERS SUPPLY SALES INC	REPAIR PARTS	186.39
FEHR GRAHAM	308-CONSTRUCTION SERVICE	6,675.50
FRED'S FEED & SUPPLY LLC	SUPPLIES	169.36
HAWKINS INC	CHEMICALS - AZONE	518.30
HEIMAN FIRE EQUIPMENT	MINOR EQUIPMENT	2,085.95
INTERSTATE ALL BATTERY CENTER	BATTERY	22.30
IOWA STATE UNIVERSITY, TREASURER	TRAINING	25.00
JOHNSON COUNTY MUTUAL AID	JOHNSON COUNTY MUTUAL AID ASSO	95.00
JOHNSON COUNTY REFUSE INC.	RECYCLING OCT 2018	3,909.25
KELLY TREE FARM LLC	TREES FOR CUBBY PARK	9,072.00
LINN COUNTY R.E.C.	SIREN & LIGHTS	154.60
MISCELLANEOUS VENDOR	DEBORAH BENNET- UTILITY REFUND	6.00
MUNICIPAL SUPPLY INC.	WATER METER ACCESSORIES	247.00
OASIS ELECTRIC LLC	MAINTENANCE SERVICE-GAZEBO	1,511.94
OLSON, KEVIN D	LEGAL SERVICES-NOVEMBER, 2018	1,500.00
PDT SERVICES	REPAIR SERVICE	236.08
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE METER	500.00
PORT 'O' JONNY INC.	SERVICE-WAPSI PARK	180.00
PRESS-CITIZEN MEDIA	HELP WANTED AD	208.34
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	816.00
QUILL CORP	OFFICE SUPPLIES	37.81
RIVER PRODUCTS COMPANY INC	ROADSTONE	213.02
SHIMMIN, NICK	PROGRAM SUPPLIES	25.93
STATE HYGIENIC LAB	LAB ANALYSIS	26.00
SUPPLYWORKS	BUILDING MAINTENANCE SUPPLIES	59.03
TOYNES IA. FIRE TRK.SERV	MAINTENANCE SERVICE	1,007.00
TREASURER STATE OF IOWA	UNCLAIMED UTILITY REFUNDS	13.03
US BANK CORPORATE CARD	TRAINING & SUPPLIES	528.45
US BANK EQUIPMENT FINANCE	COPIER LEASE-LIBRARY	106.25
USA TODAY	SUBSCRIPT 12-01-18 / 11-30-19	340.70
VEENSTRA & KIMM INC.	ZONING MAP UPDATES	182.50
VEENSTRA & KIMM INC.	WB GOLF COURSE DEVELOPMENT REVIEW	344.00
VEENSTRA & KIMM INC.	I-80 WIDENING COORDINATION	876.35
VEENSTRA & KIMM INC.	RESIDENTIAL LOT SITE PLAN REVIEW	430.00
VEENSTRA & KIMM INC.	WASTEWATER TREATMENT PLANT FAC STUDY	3,032.52
VEENSTRA & KIMM INC.	HS CONCESSION AND PRESS BOX SITE PLAN	790.35
VEENSTRA & KIMM INC.	LOETHEN RIDGE SUBDIV PRELIM PLAT REVIEW	344.00
WALMART COMMUNITY/RFC5LLC	DVDS AND PROGRAM SUPPLIES	277.79
WELLMARK	HEALTH INSURANCE	14,515.30
WEST BRANCH ANIMAL CLINIC	BOARDING IMPOUNDED ANIMALS	135.00
WEST BRANCH FIREFIGHTERS	REFRIGERATOR	350.00
WEST BRANCH REPAIRS	REPAIR SERVICE	355.03
WEST BRANCH TIMES	LEGAL NOTICES & ADVERTISING	924.43
WEX BANK	WEX BANK	1,460.53
TOTAL		72,126.08
PAYROLL	11/16/2018	52,913.15
PAID BETWEEN MEETINGS		
KRISTEN MCKILLIP	UTILITY REFUND	64.95

LEAH COATES	UTILITY REFUND	44.11
NEEDHAM EXCAVATING INC	308 PV PARK CONSTRUCTION	113,936.67
BEAUTIFUL LAND PRODUCTS	UTILITY REFUND	5.44
CEDAR COUNTY SHERIFF'S OFFICE	EASEMENT	215.00
TOTAL		114,266.17

GRAND TOTAL EXPENDITURES 239,305.40

FUND TOTALS

001 GENERAL FUND	47,046.89
022 CIVIC CENTER	443.39
031 LIBRARY	7,738.22
110 ROAD USE TAX	5,778.22
112 TRUST AND AGENCY	21,638.37
308 PARK IMP - PEDERSEN VALLEY	129,684.17
310 COLLEGE ST BRIDGE	215.00
600 WATER FUND	12,957.98
610 SEWER FUND	13,803.16
GRAND TOTAL	239,305.40

OCTOBER REVENUE-FISCAL YEAR 2019

001 GENERAL FUND	326,364.98
022 CIVIC CENTER	5,959.23
031 LIBRARY	100,175.48
036 TORT LIABILITY	16,410.09
110 ROAD USE TAX	20,824.68
112 TRUST & AGENCY	102,831.82
119 EMERGENCY TAX FUND	12,943.59
121 LOCAL OPTION SALES TAX	16,776.32
125 TIF	130,111.11
226 DEBT SERVICE	108,097.71
500 CEMETERY PERPETUAL FUND	600.49
502 KROUTH INTEREST FUND	0.18
600 WATER FUND	45,598.85
610 SEWER FUND	33,485.60
740 STORM WATER UTILITY	5,215.73
TOTAL	925,395.86

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

PUBLIC HEARING / NON-CONSENT AGENDA

Public Hearing on the proposed amendment to the West Branch Zoning Code for the consideration of rezoning for the Meadows, Part 4.

Mayor Laughlin opened the public hearing at 8:03 p.m. There was no public comment. Laughlin closed the public hearing at 8:04 p.m.

First Reading, Ordinance 760 – rezoning that certain parcel of real property located at the Meadows, Part 4 from R-1 Residence District to R-1 and R-2 Residence Districts. /Move to action.

Motion by Goodweiler, second by Pierce to approve the first reading of Ordinance 760. AYES: Goodweiler, Pierce, Ellyson, Miller, Stoolman. NAYS: None. Motion carried.

Public Hearing on the proposed amendment to the West Branch Zoning Code for the consideration on the matter of rezoning Loethen Ridge Estates.

Mayor Laughlin opened the public hearing at 8:05 p.m. There was no public comment. Laughlin closed the public hearing at 8:06 p.m.

First Reading, Ordinance 761 – rezoning that certain parcel of real property located in Pedersen Valley, Part 4 from R-1 Residence District to R-2 Residence District. /Move to action.

Motion by Miller, second by Goodweiler to approve the first reading of Ordinance 761. AYES: Miller, Goodweiler, Ellyson, Pierce, Stoolman. NAYS: None. Motion carried.

Public Hearing: Regarding the Consideration of Rezoning as requested by Cedar's Edge Golf Course.

Mayor Laughlin opened the public hearing at 8:10 p.m. There was no public comment. Laughlin closed the public hearing at 8:11 p.m.

First Reading, Ordinance 762 – Rezoning that certain parcel of real property located at Cedar's Edge Golf Course from A-1 Agricultural District to R-1 and R-2 Residence Districts. /Move to action.

Motion by Goodweiler, second by Stoolman to approve the first reading of Ordinance 762. AYES: Goodweiler, Stoolman, Miller, Pierce, Ellyson. NAYS: None. Motion carried.

Resolution 1764 – Approving the annual insurance renewals with Wellmark Blue Cross Blue Shield of Iowa for health and dental insurance. /Move to action.

Gordon Edgar, Finance Officer presented the Wellmark renewal and stated that rates reflected a 0.73% decrease. Although not significant, Edgar said he was pleased not to see an increase.

Motion by Stoolman, second by Pierce to approve Resolution 1764. AYES: Stoolman, Pierce, Miller, Ellyson, Goodweiler. NAYS: None. Motion carried.

Discussion - Level of "Tax Rebate" support for Little Lights Project.

Laughlin opened the discussion again on the subject of a tax rebate for the Little Lights project. Laughlin said the time has come for the Council to pledge their level of support for the project. He said he was in favor of ten percent (or \$150,000) toward the project and asked the Council for their support. Morrison-Vincent was in attendance and presented her calculations on what the rebate might look like and said that she has now secured a letter of approval from her bank. Olson also provided his calculations estimating that the anticipated annual taxes would be between \$31,000 to \$35,000 thousand dollars and said the Council could decide how much they wanted to rebate each year and the length of time in which to rebate. Stoolman, who was originally against the rebate, reached out to other resources to gain a better understanding of TIF and now felt comfortable supporting the rebate. Finance Officer Edgar, again spoke against the request. Laughlin took an informal vote and four of the five members agreed on the ten percent rebate. Olson said that he would begin working on an agreement for the Council and also suggested that a valuation be set at 1.5 million to avoid a similar situation with a prior TIF rebate agreement.

Resolution 1748 – Consider approving the request of Acciona Windpower North America, LLC to rebate a portion of Tax Increment Revenues. /Move to action.

Motion by Stoolman, second by Goodweiler to fail Resolution 1748. AYES: None. NAYS: Stoolman, Goodweiler, Pierce, Ellyson, Miller. **Motion FAILED.**

Resolution 1749 – Consideration to approve the request of Casey's Marketing Company to rebate a portion of Tax Increment Revenues. /Move to action.

Olson said he had been in contact with Casey's legal staff and that Casey's will donate the former site to the City. Casey's is in the process of getting bids to tear down the building and remove any remaining concrete and replace it with gravel. Laughlin stated that the City Code does not allow for gravel parking lots and said Casey's would have to install a hard surface either blacktop or seal coat. Olson said he would relay the message and further stated that the rebate should be approved.

Motion by Goodweiler, second by Stoolman to approve Resolution 1749. AYES: Goodweiler, Stoolman, Pierce, Miller, Ellyson. NAYS: None. Motion carried.

Resolution 1752 – Obligating funds from the Urban Renewal Tax Revenue Fund for the payment of annual appropriation Tax Increment Finance Obligations in Fiscal Year 2020. /Move to action.

Motion by Miller, second by Pierce to approve Resolution 1752. AYES: Miller, Pierce, Goodweiler, Stoolman, Ellyson. NAYS: None. Motion carried.

Resolution 1765 - Approving change order #6 for Cubby Park Improvements not to exceed \$19,650.00. /Move to action.

Laughlin said he was frustrated with the lack of attention to the drainage issue that continues at Cubby Park. He continued that water continually runs parallel to the pipeline and across the 'to be paved' section of street leading to the parking lot. Laughlin said he spoke with the concrete contractor and the engineer and said

something had to be done with the water before any paving could be completed at the park. The engineer prepared a few options for addressing the issue and asked for Council direction on which financial option they would like to choose. The Council expressed their frustrations as well and questioned why all of the other fixes the engineer tried didn't correct the problem. Jones said based on the information provided from the engineer, he suggested adding the verbiage 'not to exceed' so it would cap the financial burden. Laughlin requested that the resolution be revised to strike the last sentence regarding the ground frost and made the motion to approve Option 1 and 3 and the not to exceed \$19,650.00 figure. Motion by Pierce, second by Goodweiler to approve Resolution 1765 with revisions. AYES: Pierce, Goodweiler, Ellyson. NAYS: Miller, Stoolman. Motion carried.

CITY ADMINISTRATOR REPORT

Jones made a comment on an email circulated to the City Council regarding a mailbox issue on Hilltop Drive and said that Deputy Clerk Brick reached out to the contractor to address.

CITY ATTORNEY REPORT

Olson said that a nuisance property was scheduled to be cleaned up on Tuesday, November 20th. He also reported that all construction easements have now been signed and that bidding for the College Street Bridge would be able to occur in December.

STAFF REPORTS

None.

COMMENTS FROM MAYOR AND COUNCIL MEMBER

Mayor Laughlin said that Miller, Jones and himself had a meeting with Impact 7G to discuss plans for the former Croell site. Laughlin said a public input meeting would be held on Tuesday, December 4th at Town Hall and encouraged everyone to spread the word and attend.

Miller asked the Council to consider renaming the Police and Fire Station the "Dick Stoolman Public Safety Building".

ADJOURNMENT

Motion to adjourn by Goodweiler, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 9:39 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 3, 2018
AGENDA ITEM:	Motion to Adopt the City Council 2019 Regular Meeting Schedule.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Redmond Jones II, City Administrator / City Clerk
DATE:	November 28, 2018

BACKGROUND:

Pursuant to transparency and good business practices, this item is forwarding for City Council approval an annual meeting schedule totaling 24 meetings (same as previous year). The schedule generally consist of two meetings per month. Depending on administrative or policy needs a special meeting may be called; thus, revising the regular meeting schedule when necessary.

The City of West Branch typically have meetings on Mondays at 7:00 pm.

City Council Meetings 2019

- January 7th and 22nd
- February 4th and 19th
- March 4th and 19th
- April 1st and 15th
- May 6th and 20th
- June 3rd and 24th
- July 8th and 22nd
- August 5th and 19th
- September 3rd and 16th
- October 7th and 21st
- November 4th and 18th
- December 2nd and 16th

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

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JANUARY

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City Council Meetings



City Holidays





REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 3, 2018
AGENDA ITEM:	Motion to Approve Tom Burger for Appointment to the Parks and Recreation Commission.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Melissa Russell, Director of Parks and Recreation
DATE:	November 28, 2018

BACKGROUND:

Tom Burger has extensive recreation knowledge and has volunteered in different areas for West Branch Parks and Recreation for many years.

He would be filling the in-town vacancy left by Parks and Recreation Commissioner Beth Noe.

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

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Advisory Board/Commission
Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of West Branch.

When a vacancy occurs, an announcement of that vacancy will be posted. No sooner than two weeks later the Mayor and City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Board or Commission Park & Rec Today's Date 11-2-18

(Please print)

Name: Tom Burger Address: 192 Hilltop Drive

Phone: (home) 319-643-3466 Phone: (cell) 319-325-0456

Email: Tom.burger@westbranchtimes.com

Do you live within the corporate city limits of West Branch? Yes No

How long have you been a resident of West Branch? 12 years

Occupation: Ad Sales Employer: West Branch Times

Optional Questions (use the back if necessary)

What experience and/or skills do you have that might qualify you to serve on this board / commission?

Coach, officiate sports

What contributions do you feel you can make to this board / commission?

Bring new ideas and build on current activities.

Thank you for your interest! We will contact you after your application has been reviewed.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 3, 2018

AGENDA ITEM:	Motion to Approve the Christmas Past-Special Event Application.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Melissa Russell, Parks and Recreation Director
DATE:	November 14, 2018

BACKGROUND:

Christmas Past will be December 7, 2018 and December 8, 2018. There will be no City of West Branch street closures requested. All of the permitting with the National Park Service has been approved.

The family fun filled weekend will include carriage rides, a tree lighting ceremony, train display, Santa’s workshop, marshmallow roasting, crafts, a craft show, silent auction, hot dogs, donuts, free admission at the museum and many more activities.

STAFF RECOMMENDATION: Approve Claims Report – Move to Action

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

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Special Event Permit Application

Private events, ceremonies, or parties that anticipate less than 50 people and do not collect any money, sell any products, goods or services including food, beverage, or alcohol, do not use roads, streets, or pathways and do not have amplified sound or large tents do not require a Special Event Permit. A Facility Reservation form may be required. The City of West Branch may waive the submission deadline in extreme cases of unforeseen events.

Please supply the information requested below. Attach additional sheets, if necessary, to provide the required information. In issuing a permit for a special event, the City considers the following items:

1. The event is reasonably likely to cause injury to persons or property, create a disturbance, cause disorderly conduct or encourage or result in violation of the law, or community standards;
2. The event will be unreasonably and substantially interrupt the safe and orderly movement of pedestrians and vehicular traffic in the area;
3. The proposed location is adequate for the size and nature of the event;
4. The event does not unreasonably interfere with the intended use of the area;
5. The Applicant's apparent ability to execute the event;
6. The Applicant's apparent ability to obtain the appropriate insurance (if applicable);
7. The event unreasonably conflicts with other scheduled special events in the community;
8. Approvals by other governing agencies; and
9. All permit requirements have been met.

The application review process begins when the City of West Branch has received a completed application. Applications for special events must be approved by all appropriate departments, including but not limited to the West Branch Police Department, Fire Department, Public Works, Public Library, Parks and Recreation, Administration, and the City Council. In the event the application is denied by the City; the applicant may appeal to the West Branch City Council in writing within five (5) days of denial. The decision of the West Branch City Council is final.

FOR CITY OFFICE USE:

Approved by _____ Date of Approval _____

West Branch Administration _____ West Branch Fire Department _____ West Branch Police Department _____

West Branch Public Library _____ West Branch Public Works _____ West Branch Parks and Recreation _____

Other _____ Other _____

Notes: _____



Special Event Permit Application

Event Title/Name: Christmas Past
 Event Organization: Community Development Group Phone: 319-643-7100
 Organization Address: 111 East Main Street Tax ID #: 116007326
 City: West Branch State: IA Zip Code: 52358
 Event Website: _____ Event Email: _____
 Event Coordinator Name and Title: Melissa Russell WBPR Director and Carolyn Anderson CDG Director
 Event Coordinator Email: melissa@westbranchiowa.org or mainstreetwestbranch@gmail.com
 Event Coordinator Cell Number: 319-930-0393(WBPR)
 Event Coordinator Address: 201 E Main Street(WBPR) or 111 East Main Street(CDG)
 City: West Branch State: IA Zip Code: 52358
 Description of Event: Carriage rides, homemade donuts, north pole outlet, belgium tower and marshmallow roasing, open houses, Santa and Mrs. Claus, Gibson trains, crafts, silent auction, young footliters, museum exhibits and more. Draft schedule is attached.

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

Event set up will begin: (date, day of the week and time)	Event will begin: (date, day of the week, and time)	Event will end: (date, day of the week, and time)	Removal and clean-up will be completed: (date, day of the week, and time)
Friday December 7, 2018 @ 8am	Friday December 7, 2018 @5pm	Saturday December 8, 2018 at 9pm	Saturday December 8, 2018 at 11pm

Maximum Number of Participants: 3000 Maximum Number of Vehicles: undetermined
 Will there be an admission fee? No What is the admission fee? NA
 Will food be sold? In established businesses only Organizers are responsible for making sure vendors have secured the appropriate permits.
 Will alcohol be permitted or sold? NO Organizers are responsible for insuring all permits have been obtained and all laws and regulations are followed.
 Has all approval from non-city agencies (such as NPS, Johnson County, Cedar County, WBCSD) been granted?
 Please list other agencies involved. NPS permit was submitted on October 25, 2018
 Traffic Control Plan (please attach diagram): Flaggers will be placed at the intersection of Main and Poplar and Main and 2nd Street. The carriage route is attached.



Public Notification Plan: The event flyer will be published online and distributed throughout the community.

Business owners and residents directly affected will be notified. Carriage routes will be published. Wetherell will be the only street closure.

Amplified Sound/Noise Plan: A sound system may be set up in the Village Green or Heritage Square for the tree lighting or Christmas Past Kickoff Ceremony. There also may be music playing throughout the evening at Heritage Square

Site Plan/Race Course Map (please attach diagram): Carriage route attached. Volunteers or staff will be placed at the intersection of Main and Poplar and Main and 2nd street. We will work with West Branch Public works for barricades and cones.

Security Plan: We will adhere to the same disaster plan as utilized for HHTD.

West Branch PD will have reserves available on foot.

Restoration Plan: Sponsorship banner will be removed by December 10th. Decorations that are Holiday appropriate will be removed in early January 2019.

Trash Management Plan: Downtown trash cans will be utilized.

Restroom Plan: Public Restrooms will be used. No portopotties are planned.

Signs/Banner Plan: Inserts will be placed in the West Branch Times. If a banner is used, it will be placed at Town Hall or in the Heritage Square Park.

Insurance policy: _____

Signature: _____ Date: 11/6/2018

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

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

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

A CHRISTMAS PAST

Merchant Open House

A Beautiful Purpose

108 West Main Street
6-8pm Friday 12-8pm Saturday

Brick Arch Winery

116 West Main Street
6pm-9pm Friday 12-8pm Saturday

Cornerstone Real Estate

109 East Main Street
5-8pm Friday and Saturday

Cotton Creek Mill

113 West Main Street
5-8pm Friday

Dewey's Jack & Jill

115 West Main Street
5-8pm Friday

Izzy's Treasures

105 South Downey
5-8pm Friday and Saturday

West Branch Heritage Museum

109 West Main Street
5-8pm Friday and 10am-8pm Saturday

Liberty Communications

117 Liberty Communications
5-8pm Friday

Marg's Little Red House Antiques & Uniques

107 West Main Street
5-8pm Friday 10am-8pm Saturday

Red Barn Market Antiques

5475 Herbert Hoover Hwy NE
10am-5pm

Touched by Power

109 North Downey Street
5pm-8pm Friday and Saturday

West Branch Emporium

102 East Main Street
5-8pm Friday 10am-8pm Saturday

Gray Goat

Silt

Roots

9Lilas

SCHEDULE OF EVENTS

Times subject to change slightly without notice.

FRIDAY, DECEMBER 7, 2018

4-7 pm

Art Market

Little Lights Events • 102 West Main Street

5 pm

Community Tree Lighting Ceremony

Heritage Square • Corner of Main Street and Downey

Santa and Mrs. Claus and honored guests will lead the community in lighting the Community Tree • Music provided by local musicians.

- 5:30 pm **How the Grinch Stole Christmas**
NPS Visitor Center • Parkside Drive
- There will be a showing of original 1966 version of How the Grinch Stole Christmas in the Visitor Center Theater.*
- 5-7 pm **Kids T-Shirt Decorating** *While supplies last*
107 North Downey Street • Kingdom Graphics
Sponsored by Troy and Sarah Norpel
- 5-8 pm **Homemade Donuts**
Parking Lot of Presidential Motors • 209 East Main Street
Sponsored by the West Branch Boy Scouts of America
- Thank you to Tony Nopoulos, Presidential Motors, for allowing us to use his parking lot space*
- 5-8 pm **Herbert Hoover Presidential Library-Museum**
Holiday Traditions Christmas Tree Display
- FREE admission to the Tree Gallery and Museum Galleries*
Sponsored by the Hoover Presidential Foundation
- 5-8 pm **North Pole Outlet –**
For Kids up to 4th grade. Pick out a gift for your parent(s)
Meeting Room – West Branch Fire Department (Enter through the Gibson Train entrance and the meeting room at the south end of the building.)
- Sponsored by Norm and Pat Bickford and Kathy Leong*
- 5:00-8:30 pm **Main Street Horse-drawn Wagons**
The Village Green • Corner of East Main & South Second Street
- NOTE: Horse-drawn wagon rides will travel through the downtown Main Street District only.*
- 5:00-8:30 pm **Step Back in Time Carriage Rides**
Herbert Hoover National Historic Site Visitor's Center • Parkside Drive
During your ride enjoy carolers dress in period attire.
- NOTE: Period horse-drawn carriage rides will travel through the Herbert Hoover National Historic Site only.*
- 5-9 pm **Belgium Towers & Marshmallow Roasting**
Downtown Intersection of Main Street and Downey Street
Sponsored by the West Branch Lion's Club
- 5-9 pm **Gibson Trains**
West Branch Fire Station • South Second Street
Sponsored by the Gibson Family • West Branch Fire Department

Complimentary cookies and coffee.

5-9 pm

Bon Fire/Hot Dog Roasting

*West Branch Fire Station • South Second Street
Sponsored by the West Branch Fire Department*

5:30-8 pm

Live Blacksmithing

*Herbert Hoover National Historic Site
Sponsored by the Herbert Hoover National Historic Site*

5:30-8 pm

Santa & Mrs. Claus

*Nature's Grace Photography • 102 West Main Street
Sponsored by Community State Bank and US Bank*

Bring your own camera.

*NOTE: Enter through Nature's Grace Photography outside entrance,
exit through the lobby of Little Lights Events.*

6:30 pm

How the Grinch Stole Christmas

NPS Visitor Center • Parkside Drive

*There will be a showing of original 1966 version of How the Grinch Stole Christmas in
the Visitor Center Theater.*

6-8 pm

Heritage Museum Old Fashion Christmas

*Special Exhibit
109 West Main Street*

6-8 pm

Kids Crafts

*Town Hall • 205 East Main Street
Sponsored by City of West Branch Parks & Recreation*

6-8 pm

Christmas Crafts and Treats

*Town Hall • 113 N 1st Street
Sponsored by Friends of West Branch Public Library*

6-9 pm

Centerdale Women's Club Nut & Fruit Sales -

*Town Hall • 113 N 1st Street
Sales support families in need, programs and projects in the schools, the community
and a yearly scholarship.*

6-9 pm

Silent Auction

*Town Hall • 113 N 1st Street
Tree, wreaths, and baskets donated by local businesses.*

All proceeds go to support the West Branch Community Development Group

- 6:30–7 pm **Friends Church Bell Choir**
Friends Church • 116 North Downey Street
- 6:30–8 pm **Uncalled Four**
Herbert Hoover Presidential Library-Museum • 210 Parkside Drive
Caroling in the Library Rotunda
- 7 pm **Young Footlitters**
Herbert Hoover Presidential Library-Museum • 210 Parkside Drive
Sponsored by Herbert Hoover Presidential Library and Museum and the Hoover Presidential Foundation.

Free Admission – Limited Seating – “The Twelve Days of Christmas”
- 7–9 pm **Mullins Brothers**
Brick Arch Winery • 116 West Main Street

Live music

SATURDAY, DECEMBER 8, 2018

- 8–11 am **Candy & SERV V Sale (United Methodist)**
United Methodist Church • 203 North Downey Street
- 8:30–10:30 am **Free Community Breakfast (Friends)**
Friends Church • 116 North Downey Street
- 9–11 am **Annual Cookie Walk**
Bethany Lutheran Church • 235 South Second Street
- 9 am–12pm **Bake Sale**
West Branch CDG Office • 111 East Main Street
Springdale United Methodist Church
- 10 am–12 pm **Farmer's Market**
Town Hall • 113 N 1st Street
- 9 am–8 pm **Silent Auction**
Town Hall • 205 East Main Street
Tree, wreaths, and baskets donated by local businesses.

All proceeds go to support the West Branch Community Development Group.
- 9am–8 pm **Centerdale Women's Club Nut & Fruit Sales –**

Town Hall • 113 N 1st Street
Sales support families in need, programs and projects in the schools, the community and a yearly scholarship.

- 9 am–8 pm **Herbert Hoover Presidential Library–Museum**
Holiday Traditions Christmas Tree Display

FREE admission to the Tree Gallery and Museum Galleries
Sponsored by the Hoover Presidential Foundation
- 10–10:30 am **Friends Church Bell Choir**
Friends Church • 116 North Downey Street
- 10 am–5 pm **Art Market**
Little Lights Events • 102 West Main Street
- 1–3 pm **Kids T-Shirt Decorating** *While supplies last*
107 North Downey Street • Kingdom Graphics
Sponsored by Troy and Sarah Norpel
- 1–3 pm **FFA Card Creation & Picture Coloring** *While supplies last*
Town Hall • 113 N 1st Street

Sponsored by the West Branch High School FFA.
- 2 pm **Young Footliters**
Herbert Hoover Presidential Library-Museum • 210 Parkside Drive
Sponsored by Herbert Hoover Presidential Library and Museum and the Hoover Presidential Foundation.
- 3 pm *Free Admission – Limited Seating – “The Twelve Days of Christmas”*
’Twas the Night Before Christmas –
Friends Meeting House • Herbert Hoover National Historic Site

West Branch Mayor Roger Laughlin will be reading the traditional Christmas Classic
- 3–8 pm **Heritage Museum Old Fashion Christmas**
Special Exhibit
109 West Main Street
- 5–8:30 pm **Main Street Horse-drawn Wagons**
The Village Green • Corner of East Main & South Second Street

NOTE: Horse-drawn Wagons wagon ride will travel through the downtown Main Street District only.
- 5–8:30 pm **Step Back in Time Carriage Rides**
Herbert Hoover National Historic Site Visitor’s Center • Parkside Drive
During your ride enjoy carolers dress in period attire.

NOTE: Period horse-drawn carriage rides will travel through the Herbert Hoover National Historic Site only.

5-8 pm

Santa and Mrs. Claus

*Nature's Grace Photography • 102 West Main Street
Sponsored by Community State Bank and US Bank*

Bring your own camera.

NOTE: Enter through Nature's Grace Photography, exiting through the lobby of Little Lights Events.

5-7 pm

Soup Supper & Live Nativity

*United Methodist Church • 203 North Downy Street
Free-Will Donation*

5-9 pm

Belgium Towers & Marshmallow Roasting

*Downtown Intersection of Main Street and Downey Street
Sponsored by the West Branch Lion's Club*

5-8 pm

Homemade Donuts

*Parking Lot of Presidential Motors • 209 East Main Street
Sponsored by the West Branch Boy Scouts of America*

Thank you to Tony Nopoulos, Presidential Motors, for allowing us to use his parking lot space

5-8:30 pm

Gibson Trains

*West Branch Fire Station • South Second Street
Sponsored by the Gibson Family • West Branch Fire Department*

Complimentary cookies and coffee.

5-8:30 pm

Bon Fire/Hot Dog Roasting

*West Branch Fire Station • South Second Street
Sponsored by the West Branch Fire Department*

5-8 pm

North Pole Outlet -

For kids up to 4th grade.. Pick out a gift for your parent(s)

Meeting Room - West Branch Fire Department (Enter through the Gibson Train entrance and the meeting room as at the south end of the building.

Sponsored by Norm and Pat Bickford and Kathy Leong

5:30 pm

How the Grinch Stole Christmas

NPS Visitor Center • Parkside Drive

There will be a showing of original 1966 version of How the Grinch Stole Christmas in the Visitor Center Theater.

6-8 pm

Uncalled Four

Herbert Hoover Presidential Library-Museum • 210 Parkside Drive

Caroling in the Library Rotunda

6:30 pm

How the Grinch Stole Christmas

NPS Visitor Center • Parkside Drive

There will be a showing of original 1966 version of How the Grinch Stole Christmas in the Visitor Center Theater.

7 pm

Young Footlites

Herbert Hoover Presidential Library-Museum • 210 Parkside Drive

Sponsored by Herbert Hoover Presidential Library and Museum and the Hoover Presidential Foundation.

Free Admission – Limited Seating – “The Twelve Days of Christmas”

7-9 pm

Dogs on Skis

Brick Arch Winery • 116 West Main Street

Live music

WEST BRANCH - DOWNTOWN HISTORIC DISTRICT

S E C O N D S T R E E T





CRUM & FORSTER
A FORTAL COMPANY

**NAMED INSURED MEMBER
CERTIFICATE OF COVERAGE**

CERTIFICATE #: USS390853

MASTER POLICY #: SRPGAPML-101-0718

Policyholder:

Sports and Recreation Providers Association Purchasing Group
1776 South Naperville Road, Bldg-B
Wheaton, IL 60187

Named Insured Member:

Friends of Historic Downtown West Branch
111 E Main St. PO Box 786
West Branch, IA 52358

Certificate Coverage Period: 10/06/2018 12:01 AM to 12/09/2018 12:01 AM at 12:01 A.M. at the mailing address of the Named Insured Member shown above.

Master Policy Issued By: United States Fire Insurance Company

Certificate of Coverage Issued By:

Francis L. Dean & Associates, Inc.
1776 South Naperville Road, Bldg-B
P.O. Box 4200
Wheaton, IL 60189
Telephone: (630) 665-7011

Location / Description of Operations: Fall Festival and Horse Drawn Carriage Rides

See Endorsement Schedule below for any exclusions or limitations.

COVERAGE(S)

Insurance is provided only for those coverages for which a limit or the word "Included" is shown below.

General Liability

Limits of Insurance

\$2,000,000.00	General Aggregate Limit (Other Than Products-Completed Operations)
\$2,000,000.00	Products-Completed Operations Aggregate Limit
\$1,000,000.00	Personal And Advertising Injury Limit
\$1,000,000.00	Each Occurrence Limit
\$300,000.00	Damage To Premises Rented To You Limit
\$5,000.00	Medical Expense Limit

Limits of Insurance - Optional Coverages

Excluded	Abuse & Molestation Coverage - Each Occurrence Limit
Excluded	Abuse & Molestation Coverage - Aggregate Limit
Excluded	Bodily Injury To Athletic Or Sports Participants
\$1,000,000.00	Each Sports, Health, Fitness And Wellness Services Incident Limit
\$1,000,000.00	Sports, Health, Fitness And Wellness Services Aggregate Limit

Premium

\$985.00

Total Estimated Commercial General Liability Premium Due From Member

Hired / Non-Owned Automobile Liability

Limits of Insurance

Excluded Covered Autos Liability Limit

Premium

\$0.00

Total Estimated Hired / Non-Owned Automobile Liability Premium Due From Member

Liquor Liability

Limits of Insurance (the applicable statutory limit or the limit as shown below, whichever is less)

Excluded	Each Common Cause
Excluded	Aggregate Limit

Premium

\$0.00

Total Estimated Liquor Liability Premium Due From Member



CRUM & FORSTER
A Fairfax Financial Company

**NAMED INSURED MEMBER
CERTIFICATE OF COVERAGE**

This Certificate of Coverage evidences your coverage as a Named Insured Member under the Master Policy described herein.

United States Fire Insurance Company certifies that the Named Insured Member as shown herein is insured under the Sports & Recreation Providers Association Purchasing Group Master Policy. The Limits of Insurance, Premium and Effective Date of coverage applicable to the Named Insured Member are as specified above. This Certificate of Coverage, together with the Common Policy Conditions, Coverage Part(s), Coverage Form(s) and Endorsements attached to the Master Policy, complete the above numbered insurance contract.

The Master Policy, containing the terms and conditions of coverage, has been furnished to the Policyholder and a copy of that policy accompanies this Certificate of Coverage. All claims are paid according to the terms and conditions of the Master Policy.

Schedule of Additional Insureds	
The entities shown below are added as Additional Insureds, but only in respect to liability caused by operations of the Named Insured Member during the certificate policy period.	
Form Number	Description
FSPG 101.0.0007 Designated Person/Org	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0008 Designated Person/Org (CA Govt)	<u>Name Of Additional Insured Governmental Entity(ies):</u>
FSPG 101.0.0009 State/Govt Agency/ Subdivision	<u>Name of Additional Insured State Or Governmental Agency Or Subdivision or Political Subdivision:</u>
FSPG 101.0.0010 Vendors	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0011 Managers or Lessors of Premises	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0012 Lessor of Leased Equipment	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
Endorsement Schedule	
Form Number	Description
CG 21 44 Limitation To Designated Premises, Projects, Operations	<u>Premises:</u> <u>Project Or Operation:</u> Limitation of Coverage Endorsement is Used for the Following Event Dates: 10/6/18, 12/7-8/18
CG 21 53 Exclusion – Designated Ongoing Operations	<u>Description of Designated Ongoing Operation(s):</u> In addition, scheduled activities exclusion endorsement applies: Inflatable Amusement Devices, Corn Cannon, Jumping Pillow, Pumpkin Launching Devices, Carnival Rides, Knockerball/Bubble Soccer, Bungee Devices Mechanical Bucking Devices: including Multi Ride Attachments, Zip Line, Trampolines, Security Services Other Than Contracted Law Enforcement Officers, & Permanent & Mobile Rock Wall Structure. <u>Specified Location (If Applicable):</u>

Crum & Forster is part of Fairfax Financial Holdings Limited. C&F and Crum & Forster are registered trademarks of United States Fire Insurance Company.

**Named Insured Member
Certificate of Coverage**

CGL/ HNO Auto Liability Certificate #: USS390853 Renewal of:	Liquor Liability Certificate #: Renewal of:
Policyholder: Sports and Recreation Providers Association (Purchasing Group) 1776 South Naperville Road, Bldg-B Wheaton, IL 60187	Named Insured Member: Friends of Historic Downtown West Branch 111 E Main St, PO Box 786 West Branch, IA 52358
Certificate Coverage Period: 10/06/2018 12:01 AM to 12/09/2018 12:01 AM Coverage expires at 12:01 a.m. standard time at the address of the Named Insured Member shown above.	
Master Policy Issued By: United States Fire Insurance Company	
Certificate of Coverage Issued By: SPRINGDALE AGENCY, INC. 101 N DOWNEY ST WEST BRANCH, IA 52358-8667 319-643-8525	

Location / Description of Operations: Fall Festival and Horse Drawn Carriage Rides

Coverage(s)

General Liability
Limits of Insurance

\$2,000,000.00	General Aggregate Limit (Other Than Products – Completed Operations)
\$2,000,000.00	Products – Completed Operations Aggregate Limit
\$1,000,000.00	Personal and Advertising Injury Limit
\$1,000,000.00	Each Occurrence Limit
\$300,000.00	Damage to Premises Rented to You Limit
\$5,000.00	Medical Expense Limit
\$0.00	Limited Abuse & Molestation Coverage – Each Occurrence Limit
\$0.00	Limited Abuse & Molestation Coverage – Aggregate Limit

Optional Provision(s)

Your Commercial General Liability Policy contains an Athletic or Sports Participants Exclusion, unless the box below is marked.

Athletic or Sports Participants Exclusion is not part of your Commercial General Liability Policy.

Your Commercial General Liability Policy contains a Scheduled Activities Exclusion, unless the box below is marked.

Scheduled Activities Exclusion is not part of your Commercial General Liability Policy.

The following activity(ies) are not covered under your Commercial General Liability Policy.

Description of Excluded Activities:

In addition, scheduled activities exclusion endorsement applies: Inflatables Amusement Devices, Corn Cannon, Jumping Pillow, Pumpkin Launching Devices, Carnival Rides, Knockerball/Bubble Soccer, Bungee Devices Mechanical Bucking Devices: including Multi Ride Attachments, Zip Line, Trampolines, Security Services Other Than Contracted Law Enforcement Officers, & Permanent & Mobile Rock Wall Structure.

Premium
\$985.00 Total Estimated Commercial General Liability Premium Due From Member

This Certificate of Coverage evidences your coverage as a Named Insured Member under the Master Policy described herein.

United States Fire Insurance Company certifies that the Named Insured Member as shown herein is insured under the Sports & Recreation Providers Association Purchasing Group Master Policy. The Limits of Insurance, Premium and Effective Date of coverage applicable to the Named Insured Member are as specified above. This Certificate of Coverage, together with the Common Policy Conditions, Coverage Part(s), Coverage Form(s) and Endorsements attached to the Master Policy, complete the above numbered insurance contract.

The Master Policy, containing the terms and conditions of coverage, has been furnished to the Policyholder and a copy of that policy accompanies this Certificate of Coverage. All claims are paid in accordance with the terms and conditions of the Master Policy.

Schedule of Additional Insured(s)

The entity(ies) shown below are added as Additional Insured(s), but only with respect to liability caused by the operations of the Named Insured Member during the certificate policy period.

1.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ACTIVITIES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Activities:

Any activity specifically described in the Named Insured Member Certificate of Coverage (FM 101.0.0029) as an activity that is not covered under the Commercial General Liability policy.

In addition, scheduled activities exclusion endorsement applies: Inflatable Amusement Devices, Corn Cannon, Jumping Pillow, Pumpkin Launching Devices, Carnival Rides, Knockerball/Bubble Soccer, Bungee Devices Mechanical Bucking Devices: including Multi Ride Attachments, Zip Line, Trampolines, Security Services Other Than Contracted Law Enforcement Officers, & Permanent & Mobile Rock Wall Structure.

With Respect to Certificate Number(s) USS390853

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following exclusion is added to the policy:

2. Exclusions

This insurance does not apply to:

SCHEDULED ACTIVITIES

"Bodily Injury", "Property Damage" or "Personal and Advertising Injury" resulting from or arising out of any activities listed in the above Schedule of this endorsement that are or were arranged and/or conducted by, or on behalf of, the "Named Insured Member".

All other terms and conditions remain unchanged.



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
9/11/2018

AGENCY Springdale Agency, Inc.	CARRIER United States Fire Insurance Company	NAIC CODE 21113
POLICY NUMBER SRPGAPML-101-0718/USS390853	EFFECTIVE DATE 10/06/2018 12:01 AM	NAMED INSURED(S) Friends of Historic Downtown West Branch

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data)

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BENCH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: EVIDENCE: CERTIFICATE POLICY SEND BILL City of West Branch PO Box 218 West Branch, IA 52358	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION
	REFERENCE / LOAN #: INTEREST END DATE: LIEN AMOUNT: PHONE (A/C, No, Ex): FAX (A/C, No): E-MAIL ADDRESS:	REASON FOR INTEREST:
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BENCH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: EVIDENCE: CERTIFICATE POLICY SEND BILL National Park Service Herbert Hoover National Historic Site 110 Parkside Drive West Branch, IA 52358	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION
	REFERENCE / LOAN #: INTEREST END DATE: LIEN AMOUNT: PHONE (A/C, No, Ex): FAX (A/C, No): E-MAIL ADDRESS:	REASON FOR INTEREST:

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

Expires

NPS Form 10-114 (Rev. 01/2017)
1/31/2020

National Park Service



SPECIAL USE PERMIT

Herbert Hoover National Historic Site
110 Parkside Drive - PO Box 607
West Branch, IA 52358
319-643-7857



COPY

Name Carolyn Anderson			
Company/Organization West Branch Community Development Group			
Street Address 111 E Main St.			
City West Branch	State IA	Zip Code 52358	Country USA
Telephone Number 319-643-7100	Cell Phone Number		
Fax Number 319-643-2782			
Email Address mainstreetwestbranch@gmail.com			

Park Alpha Code
6470
Type of Use
Christmas Past
Permit #
2501-1825

The above named is hereby authorized to use the following described land or facilities in Herbert Hoover NHS:
The Village Green, Wetherell Street, the 2nd Street parking lot, the Water Street parking lot, and the historic traces

The area must be restored to its original condition at the end of the permit.

The permit begins at 12:01 am / pm on November 9, 2018.

The permit expires at 11:59 am / pm on January 13, 2019.

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

The permittee will light the large evergreen tree in the northwest corner of the Village Green on December 1. A boom truck is authorized in order to string the lights sometime between November 9 and 30th.

The permittee will also be contracting out the use of two horse and carriage teams to be used in the park with two additional horse and carriage teams to be used on Main Street. All the teams will stage in the Water St. parking lot. A map shows the route for the horse and carriage teams in the park. These two horse and carriage teams will be used in the park on December 7 and 8.

The permittee is also requesting a road closure for Wetherell St. from 4:30 PM December 7 through 10:30 PM December 8.

Additionally, the permittee will be working with the West Branch Fire Department to erect an outdoor brick fire pit with a sand base in the parking area adjacent to the Village Green, Second Street side. The fire pit will be used in conjunction with A Christmas Past and be attended at all times. The permittee is expecting no more than 15 participants to help with the fire pit.

Person on site responsible for adherence to the terms and conditions of the permit: (include contact information)
Melissa Russell: 319-930-0393 and/or Nicki Brick: 319-331-5650

Authorizing legislation or other authority:

General Management Plan 2004 - 54 U.S.C. 101702 1a-(2)g Exhibits and Demonstrations, Long Range Interpretive Plan (2008), Title 36 C.F.R. 2.22a(2) Property, Title 36 C.F.R. 2.50 Special Events, DO/RM-53

CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation. [36 CFR 2.32(a)(3)].
2. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
3. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
8. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
9. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$1,000,000.00 per Occurrence, \$ N/A Aggregate and underwritten by a United States company naming the United States of America as additional insured. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
10. Permittee agrees to deposit with the park a bond in the amount of \$ N/A from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met.
11. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
12. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit.
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
15. SIGNS: If signs are to be used, the permittee shall submit a sign plan by N/A for National Park Service (NPS) review and approval. Any request seeking NPS approval for sponsor recognition must be submitted to the NPS at least 30 days prior to the event, and be depicted on the sign plan. Corporate sponsors may be recognized by limited use of corporate logos and name script on facilities, signs, banners, and literature provided that the size, scale, scope, and location of corporate logos and name script do not dominate the event facilities or area. Authorized sponsor recognition must be in keeping with the National Park Service policy, regulations, and law, and be appropriate to the scale and theme of the special event. Further, the overall size, number, and design of any signs or banners shall be appropriate to the park setting and the lettering or design identifying the sponsor must be no larger than one-third the size of the lettering or design identifying the special event. No advertisement of commercial brands, products, or services are permitted. This is intended to ensure that there is not commercialization of the park. Distribution of free products or sample products to park visitors is not permitted on park grounds, unless the sample or product relates to the significance of the event and has been approved by the Superintendent, e.g., plastic bags for cleanup purposes with sponsor name or logo, etc.
16. The permittee and/or contractor are responsible for knowing and adhering to all Federal laws and regulations of Herbert Hoover NHS.
17. The permit does NOT convey exclusive use of the park or the area specified in this permit. All public areas must remain open. (Picnic shelters (if rented) would be available for exclusive use)

16. No public address systems or sound amplification is permitted without prior approval. If sound amplification is approved it will be kept low enough to ensure that there is no disruption to the normal contemplative visitor experience, or to residents living near the park. (See permit condition #26 below or read 36CFR and the Superintendents Compendium for more guidance regarding noise restrictions)
19. The permittee will ensure that vehicles park only in the approved parking spaces provided and that no vehicles are driven or parked on the grass or along the roadway edge.
20. If the permittee exceeds available parking the permittee must provide volunteers to assist with visitor parking so that park resources are protected.
21. The permittee is responsible for the set up and the take down of all items associated with the event. The NPS will not provide security for items set up or delivered for this event.
22. No ground disturbances are allowed unless specified and approved in the permit. This includes any digging, driving of stakes, wheel ruts, etc.
23. The permittee acknowledges Herbert Hoover NHS site was set aside by the Congress of the United States in order to: Preserve the historically significant properties associated with the life of Herbert Hoover; Provide an accessible, contemplative, and spacious setting so visitors may experience the NHS as intended; And maintain a quiet and dignified atmosphere that honors the resting President and First Lady. All activities should comport with the purposes of the park.
24. All safety precautions will be taken when operating the boom truck to hang the lights and decorations.
25. The ground to and around the tree will be determined to be safe to ensure no damage will happen to the park grounds during the hanging and removal of the lights and decorations.
26. All lights and decorations will be removed by 12:01 AM on January 14, 2019.
27. The permittee will supply volunteers to help with traffic control on Wetherell Street as needed.
28. The permittee will work with the city of West Branch to ensure that S. Poplar St. and the Enlow parking lot are properly signed to ensure the correct flow of traffic in that area due to the closure. The permittee will also work with the West Branch Police Department regarding the towing of any vehicles left in the closure area during the closure.
29. The permittee will be responsible for notifying the business owners and residents who normally use the section of Wetherell St. included in the closure of the closure.
30. The permittee will be responsible for opening up the barricades for the mail truck to access the post office during the closure.
31. All safety precautions (including fire extinguishers, etc.) will be taken when using the outdoor fire pit.
32. All equipment for the fire pit will be removed by 11:59 PM on December 9, 2018)

By signing this page, I state that I have read and agree to all the above listed conditions of this permit

PERMITTEE SIGNATURE: _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 3, 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:	November 30, 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:

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EXPENDITURES**12/3/2018**

AERO RENTAL INC	EQUIPMENT RENTAL	748.00
BP AMOCO	VEHICLE FUEL	459.75
CEDAR CO SHERIFF'S OFFICE	SERVICVE OF PROCESS	617.46
CEDAR COUNTY ENGINEER	ROAD ROCK	446.62
CHIEF SUPPLY CORPORATION	UNIFORMS	166.76
CJ COOPER & ASSOCIATES	ANNUAL ADMIN FEE	105.00
HY-VEE ACCOUNTS RECEIVABLE	RECREATION SUPPLIES	49.90
IMWCA	IMWCA	2,024.00
JULIA HIME	VIDEOGRAPHY SERVICES	150.00
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,308.02
MENARDS	CHRISTMAS DECORATIONS	105.78
MIDWEST RADAR & EQUIPMENT	RADAR CALIBRATION	200.00
MISCELLANEOUS VENDOR	MERLIN CONRAD:CONDEMNATION SERVICE	223.98
MISCELLANEOUS VENDOR	JEFF WALLICK:CONDEMNATION SERVICE	207.09
MISCELLANEOUS VENDOR	BRETT EGGERT:CONDEMNATION SERVICE	203.27
MISCELLANEOUS VENDOR	JEFFERY CARNES:CONDEMNATION SERVICE	217.44
MISCELLANEOUS VENDOR	ANN CANFIELD:CONDEMNATION SERVICE	216.24
MISCELLANEOUS VENDOR	GENE SCHROEDER:CONDEMNATION SERVICE	210.90
MISCELLANEOUS VENDOR	SUSAN HEILMAN:ZUMBA REFUND	150.00
MISCELLANEOUS VENDOR	TONI SEXTON:ZUMBA REFUND	75.00
OLSON, KEVIN D	LEGAL SERVICE	1,500.00
PARKSIDE SERVICE	TIRES	447.78
PRINTING HOUSE	ANIMAL LIC RENEWAL POSTCARDS	189.00
SEYDEL, RANDY AND LINDSAY	BUILDING INCENTIVE REIMBURSEMENT	1,279.81
ST. PAUL STAMP WORKS INC.	ANIMAL TAGS	203.42
THOMAS HEATING & AIR LLC	FURNACE REPAIR	274.00
USA BLUE BOOK	SUPPLIES	371.90
VERIZON WIRELESS	VERIZON WIRELESS	842.29
WEST BRANCH COMMUNITY DEVELOPMENT	CHRISTMAS GREENERY	200.00

TOTAL 13,193.41**PAYROLL** **11/30/2018** 43,945.81**PAID BETWEEN MEETINGS**

JOEL & ANGELA CARILLO	EASEMENT	500.00
WEST BRANCH & TIPTON ROOFING	EASEMENT	5,000.00
ROBERT ROOD	EASEMENT	500.00
CASEY'S GENERAL STORE	TIF REBATE	8,528.50
CEDAR COUNTY COOP	FUEL-PUBLIC WORKS	1,128.78
KNOCHE, REBECCA	VEDEOGRAPHY SERVICES	150.00
MEDIACOM	CABLE SERVICE	41.90
SWIFT & SWIFT LLC	NUISANCE ABATEMENT	1,296.00
UPS	SEWER - SHIPPING	45.04

TOTAL 17,190.22**GRAND TOTAL EXPENDITURES** 74,329.44

FUND TOTALS

001 GENERAL FUND	28,448.69
022 CIVIC CENTER	535.39
031 LIBRARY	5,181.46
036 TORT LIABILITY	1,920.41
110 ROAD USE TAX	9,829.51
112 TRUST AND AGENCY	-
125 TIF	8,528.50
310 COLLEGE STREET BRIDGE	7,896.38
600 WATER FUND	6,451.49
610 SEWER FUND	5,537.61
	-
GRAND TOTAL	74,329.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	CHIEF SUPPLY CORPORATION	UNIFORMS	86.92
			CHIEF SUPPLY CORPORATION	77.84
		VERIZON WIRELESS	WIRELESS SERVICE	314.15
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	253.73
		MIDWEST RADAR & EQUIPMENT	RADAR CALIBRATION	200.00
			TOTAL:	934.64
FIRE OPERATION	GENERAL FUND	BP AMOCO	FUEL	84.64
		VERIZON WIRELESS	WIRELESS SERVICE	40.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	100.32
			TOTAL:	224.96
ANIMAL CONTROL	GENERAL FUND	PRINTING HOUSE	ANIMAL LIC RENEWAL POSTCAR	189.00
			TOTAL:	189.00
PARK & RECREATION	GENERAL FUND	VERIZON WIRELESS	WIRELESS SERVICE	36.82
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	153.40
		HY-VEE ACCOUNTS RECEIVABLE	RECREATION SUPPLIES	49.90
		MISCELLANEOUS V SUSAN HEILMAN	SUSAN HEILMAN:ZUMBA REFUND	150.00
		TONI SEXTON	TONI SEXTON:ZUMBA REFUND	75.00
			TOTAL:	465.12
CENETERY	GENERAL FUND	BP AMOCO	FUEL	282.32
			TOTAL:	282.32
COMM & CULTURAL DEVEL	GENERAL FUND	AERO RENTAL INC	EQUIPMENT RENTAL	748.00
			TOTAL:	748.00
ECONOMIC DEVELOPMENT	GENERAL FUND	SEYDEL, RANDY AND LINDSAY	BLDG INCENTIVE REIMBURSEME	1,279.81
			TOTAL:	1,279.81
CLERK & TREASURER	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	351.32
		CJ COOPER & ASSOCIATES	ANNUAL ADMIN FEE	105.00
			TOTAL:	456.32
LEGAL SERVICES	GENERAL FUND	OLSON, KEVIN D	LEGAL SERVICES - DECEMBER	1,500.00
			TOTAL:	1,500.00
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	64.95
		JULIA HIME	VIDEOGRAPHY SERVICES	150.00
			TOTAL:	214.95
COMMISSION	GENERAL FUND	ST. PAUL STAMP WORKS INC.	ANIMAL TAGS	203.42
			TOTAL:	203.42
TOWN HALL	CIVIC CENTER	THOMAS HEATING & AIR LLC	FURNACE REPAIR	274.00
		MEWARDS	CHRISTMAS DECORATIONS	17.94
		WEST BRANCH COMMUNITY DEVELOPMENT GROU	CHRISTMAS GREENERY	200.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.45
			TOTAL:	535.39
LIBRARY	LIBRARY	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	186.55
			TOTAL:	186.55
POLICE OPERATIONS	TORT LIABILITY	IMCA	WORK COMP - POLICE	531.47
			TOTAL:	531.47

DEPARTMENT	VENDOR NAME	DESCRIPTION	AMOUNT
FIRE OPERATION	IMWCA	WORK COMP - FIRE	699.34
		TOTAL:	699.34
BUILDING INSPECTIO	IMWCA	WORK COMP - BLDG INSPECT	12.43
		TOTAL:	12.43
ROADS & STREETS	IMWCA	WORK COMP - STREETS	402.27
		TOTAL:	402.27
LIBRARY	IMWCA	WORK COMP - LIBRARY	20.57
		TOTAL:	20.57
PARK & RECREATION	IMWCA	WORK COMP - PARK & REC	166.16
		TOTAL:	166.16
CEMETERY	IMWCA	WORK COMP - CEMETERY	35.46
		TOTAL:	35.46
CLERK & TREASURER	IMWCA	WORK COMP - ADMIN	52.71
		TOTAL:	52.71
ROADS & STREETS	PARKSIDE SERVICE	TIRES	447.78
	BP AMOCO	FUEL	30.93
	VERIZON WIRELESS	WIRELESS SERVICE	150.44
	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.40
	CEDAR COUNTY ENGINEER	ROAD ROCK	446.62
		TOTAL:	1,127.17
INVALID DEPARTMENT	COLLEGE STREET BRI CEDAR CO SHERIFF'S OFFICE	SERVICVE OF PROCESS	617.46
	MISCELLANEOUS V ANN CANFIELD	ANN CANFIELD:CONDEMNATION	216.24
	JEFFERY CARNES	JEFFERY CARNES:CONDEMNATIO	217.44
	MERLIN CONRAD	MERLIN CONRAD:CONDEM SERVI	223.98
	BRETT EGGERT	BRETT EGGERT:CONDEMNATION	203.27
	GENE SCHROEDER	GENE SCHROEDER:CONDEMNATIO	210.90
	JEFF WALLICK	JEFF WALLICK:CONDEMNATION	207.09
		TOTAL:	1,896.38
WATER OPERATING	BP AMOCO	FUEL	30.93
	MENARDS	CHRISTMAS DECORATIONS	87.84
	IMWCA	WORK COMP - WATER	84.95
	VERIZON WIRELESS	WIRELESS SERVICE	150.44
	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.40
	USA BLUE BOOK	SUPPLIES	371.90
		TOTAL:	777.46
SEWER OPERATING	BP AMOCO	FUEL	30.93
	IMWCA	WORK COMP - SEWER	18.64
	VERIZON WIRELESS	WIRELESS SERVICE	150.44
	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.40
		TOTAL:	251.41

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

----- FUND TOTALS -----		
001	GENERAL FUND	6,498.54
022	CIVIC CENTER	535.39
031	LIBRARY	186.65
036	TORT LIABILITY	1,920.41
110	ROAD USE TAX	1,127.17
310	COLLEGE STREET BRIDGE	1,896.38
600	WATER FUND	777.46
610	SEWER FUND	251.41
----- GRAND TOTAL: -----		13,193.41

TOTAL PAGES: 3



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 3, 2018
AGENDA ITEM:	Resolution 1765 – Adopting Goals and Objectives for the City of West Branch, Iowa for 2019-2020.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Redmond Jones, City Administrator
DATE:	November 28, 2018

BACKGROUND:

The City Council recently undergone a goal setting exercise in which the following goals were accepted:

1. **Promote Quality of life including public safety, Community Pride Events, Strong Citizen Involvement, Park and Recreation, opportunities and investment.**
2. **Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.**
3. **Develop inviting high profile visual impact project's including gateways establishing destination, branding and other that reflect sound use of tax dollars.**
4. **Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.**

The City Administrator took the City Council through a process of identifying service priorities and discussing concepts of visioning and teamwork. The City Council prioritized the following objectives, tasks and activities:

TOP

- Downstream Widening – Flood Mitigation (24)
- Cubby Park – Additional Operation Resources (12 combined)
- Downtown Sidewalks – Phase 5 (11)
- East Side Water Main Investment (11)
- Creek Maintenance / Clean-up (10)

HIGH

- Police Department Squad Car (8)
- Asphalt Shoulder on West Main Street (7)
- Police Department Reporting Software (6)
- North Maple Street – Curb and Gutter (6)
- Planning Alternative Wastewater and Wetland Research Park (6)

- 2020 1-ton Dump Box and Snow Plow (6)

MODERATE

- Spring and Fall Cleanup Days (5)
- Renew Building Incentive Program (5)
- Orange Street between 4th and 5th (5)
- Greenview Connection (4)
- Washing North Water Tower (4)
- Trees Forever Grant Project (4)
- Splash Pad Funding / Contribution (3)
- Beranek Park Parking Lot Improvements (2)
- Additional Town Hall Updates (2)
- Wayfinding Signage for the Industrial Park (1)
- Overlay One Alley (1)
- Christmas Past – Carriage Rides Funding (1)
- CDG Funding and Coordinating / Festivals (1)
- Music on the Green Funding (1)

ON THE HORIZON

- I 80 Widening Project
- Update City Council Tablets and Repurpose old tablets for other City Uses.
- Repeal the Building Permit Reduction Program.
- Housing Trust Fund
- Cubby Park Turf Consultant
- Naming and Marketing the Industrial Park

Items that are consider to be “On the Horizon” (items that made the list, but received no votes) are not a part of resolution 1662. However, if during the fiscal year 2019-2020, unforeseen funding is made available or in situations that an item receives overwhelming public support, an item can be reconsidered or reprioritized.

STAFF RECOMMENDATION: Approve the Resolution - Move to Action
REVIEWED BY CITY ADMINISTRATOR:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

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RESOLUTION 1765

A RESOLUTION ADOPTING GOALS AND OBJECTIVES FOR THE CITY OF WEST BRANCH, IOWA FOR 2019-2020.

WHEREAS, on December 3, 2018; the governing body of the City of West Branch, Iowa went through a process of identifying the service priorities for the coming fiscal year 2019 – 2020; and

WHEREAS, the governing body discussed concepts of: Required Services, Core Business Choice, Quality of Life Services, Community “Add On”, Organization Foundation, Visioning and Teamwork; and

WHEREAS, the establishment of Goals and Objectives by the governing body was accomplished, and promotes a general direction for staff; and

WHEREAS, this direction promotes the overall efficiency and effectiveness of city services, and will facilitate the coming budget discussions and City Council Work Sessions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Cedar County, Iowa:

Section 1. That the foregoing recitals are incorporated in and made a part of this resolution by reference; and

Section 2. That the Goals and Objectives of the City of West Branch for 2019-2020 are hereby declared to be and prioritized as follows:

- 1. Promote Quality of life including Public Safety, Community Pride Events, Strong Citizen Involvement, Park and Recreation, opportunities and investment.**
 - Cubby Park – Additional Operation Resources (12 votes combined objectives of additional staffer and budget additional part-time hours)
 - Police Department Squad Car (8 votes – High Priority)
 - Police Department Reporting Software (6 votes High Priority)
 - Beranek Park Parking Lot Improvements (2 votes – Moderate / Low Priority)
 - Additional Town Hall Updates (2 votes – Moderate Priority / Low Priority)
 - Christmas Past – Carriage Ride Funding (1 vote – Low Priority)
 - CDG Funding and Coordinating / Festivals (1 vote – Low Priority)
 - Music on the Green Funding (1 vote – Low Priority)

- 2. Develop, Maintain and Rebuild Safe, Clean, Diverse, Healthy, Neighborhoods, including Partnering with the School District.**
 - East Side Water Main Investment (11 votes – Top Priority)
 - Creek Maintenance / Clean-up (10 votes Top Priority)
 - Asphalt Shoulder on West Main Street (7 votes High Priority)

- North Maple Street – Curb and Gutter (6 votes, High Priority)
- 2020 1-ton Dump Box and Snow Plow (6 votes – High Priority)
- Spring and Fall Cleanup Days (5 votes – Moderate Priority)
- Orange Street between 4th and 5th (5 votes – Moderate Priority)
- Greenview Connection (4 votes – Moderate Priority)
- Trees Forever Grant Project (4 votes – Moderate Priority)

3. Develop inviting high profile visual impact project's including gateways establishing destination, branding and other that reflect sound use of tax dollars.

- Downstream Widening – Flood Mitigation (24 votes – Top Priority)
- Downtown Sidewalks – Phase 5 (11 votes – Top Priority)
- Planning Alternative Wastewater and Wetland Research Park (6 votes – High Priority)
- Splash Pad Funding / Contribution to Project Fund (3 votes – Moderate Priority)
- Wayfinding Signage for the industrial Park (1 vote – low Priority)

4. Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

- Renew Building Incentive Program (5 votes – Moderate Priority)
- Washing North Water Tower (4 votes – Moderate)
- Overlay One Alley (1 vote – Low Priority)

Passed and approved this 3rd day of December, 2017.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 3, 2018
AGENDA ITEM:	Second Reading, Ordinance 760 – Rezoning that Certain Parcel of Real Property Located at the Meadows, Part 4 from R-1 Residence District to R-1 and R-2 Residence Districts.
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:	November 28, 2018

BACKGROUND:

Second Reading of Ordinance 760, rezoning a portion of The Meadows, Part 4 from R-1 to R-2.

STAFF RECOMMENDATION:	Approve 2 nd Reading – Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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ORDINANCE 760

AN ORDINANCE RE-ZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED AT THE MEADOWS, PART 4 FROM R-1 RESIDENCE DISTRICT TO R-1 AND R-2 RESIDENCE DISTRICTS.

WHEREAS, KLM Investments, Inc. (“KLM”) has petitioned the City of West Branch for a zoning district amendment for properties located in the Meadows Subdivisions, said parcel being legally described as:

THE MEADOWS SUBDIVISION PART 4, BEING PART OF PARCEL G, AS RECORDED IN PLAT BOOK I, PAGE 103 OF THE CEDAR COUNTY RECORDER'S OFFICE, IN THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) AND THE NORTHWEST FRACTIONAL QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF SECTION 6, TOWNSHIP 89 NORTH, RANGE 4 WEST, IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 32 OF THE MEADOWS SUBDIVISION PART II, AN OFFICIAL PLAT NOW IN THE CITY OF WEST BRANCH, THENCE N18°59'30”W, 119.27 FEET; THENCE N86°38'50”E, 14.10 FEET; THENCE N3°21'11”W, 138.68 FEET; THENCE N3°10'34”W, 60.00; THENCE S86°46'30”W, 19.31 FEET; THENCE N3°20'32”W, 135.00 FEET TO THE NORTH LINE OF SAID PARCEL G; THENCE ALONG SAID NORTH LINE S86°46'30”W, 758.80 FEET TO THE EAST RIGHT OF WAY LINE OF CEDAR JOHNSON ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE S01°19'13”E, 165.54 FEET; THENCE N86°40'45”E, 347.57 FEET; THENCE S03°21'10”E, 57.06 FEET; THENCE 120.05 FEET ALONG A 182.99 FOOT RADIUS CURVE CONCAVE EAST (CHORD BEARING S22°08'48”E, 117.91 FEET); THENCE S40°55'59”E, 635.23 FEET; THENCE N49°03'28”W, 215.06 FEET TO THE WEST LINE OF SAID MEADOWS SUBDIVISION PART II, THENCE ALONG SAID WEST LINE OF SAID PLAT N32°16'00”W, 292.73 FEET TO THE POINT OF BEGINNING (the “Parcel).

WHEREAS, KLM has requested that a portion of the Parcel be rezoned to be located in an R-2 Residence District, in place of an R-1 Residence District; and

WHEREAS, the West Branch Planning and Zoning Commission has recommended the City Council approve said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of West Branch, Iowa :

Section 1. That the zoning map for the City of West Branch is hereby amended to show that a portion of the Parcel being located in a R-2 Residence District in place of R-1 Residence District.

Section 2. This ordinance shall be in full force and effect from and after its publication as by law provided.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this ____ day of _____, 2018.

First Reading: November 19, 2018

Second Reading: December 3, 2018

Third Reading: December 17, 2018

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 3, 2018
AGENDA ITEM:	Second Reading, Ordinance 761 – Rezoning that Certain Parcel of Real Property Located at the Loethen Ridge Estates (formerly known as Pedersen Valley, Part 4 from R-1 Residence District to R-2 Residence District.
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:	November 28, 2018

BACKGROUND:

Second Reading of Ordinance 761, rezoning Loethen Ridge Estates, (formerly known as Pedersen Valley, Part4) from R-1 to R-2.

STAFF RECOMMENDATION:	Approve 2 nd Reading – Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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ORDINANCE 761

AN ORDINANCE RE-ZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED AT PEDERSEN VALLEY, PART 4 FROM R-1 TO R-2 RESIDENCE DISTRICT.

WHEREAS, IWB, LLC (“IWB”) has petitioned the City of West Branch for a zoning district amendment for properties located in the Pederson Valley subdivision, said parcel being legally described as:

BEING THAT PART OF LOT B IN THE SOUTHWEST QUARTER $\frac{1}{4}$ (SW $\frac{1}{4}$) OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST LYING NORTH OF PEDERSEN VALLEY PART 4 AND SOUTH OF CEDARS EDGE GOLF COURSE, AND PART OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$), ALL IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 82 OF PEDERSEN VALLEY PART 4, AN OFFICIAL PLAT IN THE CITY OF WEST BRANCH, THENCE N00° 51' 11"E, 331.84 FEET TO THE SOUTH LINE OF GREEN VIEW ESTATES , AN OFFICIAL PLAT IN THE CITY OF WEST BRANCH, THENCE ALONG SAID SOUTH LINE N86° 39' 40"E, 1083.46 FEET; THENCE S01° 19' 16"E, 319.75 FEET TO THE NORTHEAST CORNER OF SAID PEDERSEN VALLEY PART 4, THENCE ALONG SAID NORTH LINE S88° 40' 44"W, 180.00 FEET; THENCE ALONG SAID NORTH LINE S01° 19' 16"E, 50.00 FEET; THENCE ALONG SAID NORTH LINE S88° 40' 44"W, 915.38 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 8.56 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD (the “Parcel”).

WHEREAS, IWB has requested that the Parcel be rezoned to be located in an R-2 Residence District, in place of an R-1 Residence District; and

WHEREAS, the West Branch Planning and Zoning Commission has recommended the City Council approve said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of West Branch, Iowa :

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel being located in a R-2 Residence District in place of R-1 Residence District.

Section 2. This ordinance shall be in full force and effect from and after its publication as by law provided.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this ____ day of _____, 2018.

First Reading: November 19, 2018
Second Reading: December 3, 2018
Third Reading: December 17, 2018

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 3, 2018
AGENDA ITEM:	Second Reading, Ordinance 762 – Rezoning that Certain Parcel of Real Property Located at Cedar’s Edge Golf Course from A-1 Agricultural District to R-1 and R-2 Residence Districts.
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:	November 28, 2018

BACKGROUND:

Second reading of Ordinance 762, rezoning a portion of Cedar’s Edge Golf Course from A1 to R-1 and R-2.

STAFF RECOMMENDATION:	Approve 2nd Reading – Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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ORDINANCE 762

AN ORDINANCE RE-ZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED AT CEDAR'S EDGE GOLF COURSE FROM A-1 AGRICULTURAL DISTRICT TO R-1 AND R-2 RESIDENCE DISTRICTS.

WHEREAS, Sexton Construction ("Sexton") have petitioned the City of West Branch for a zoning district amendment for properties adjacent to Cedar's Edge Golf Course, said parcels being legally described as:

R-1 REZONING: BEING PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH P.M, CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW ¼) THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER N01°02'17"W, 644.68 FEET; THENCE N88°57'43"E, 158.00 FEET; THENCE S01°02'17"E, 445.44 FEET; THENCE N88°57'43"E, 24.74 FEET; THENCE N43°02'35"E, 277.14 FEET; THENCE N88°57'43"E, 141.44 FEET; THENCE S55°39'59"E, 149.13 FEET; THENCE S20°07'32"E, 153.79 FEET; THENCE S69°52'29"W, 348.32 FEET; THENCE S03°13'20"E, 79.95 FEET; THENCE S86°43'55"W, 193.71 FEET; THENCE S03°09'26"E, 40.96 FEET; THENCE S86°42'09"W, 439.64 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 5.76 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. (PARCEL #1)

AND

R-2 REZONING: BEING PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH P.M, CITY OF WEST BRANCH, CEDAR COUNTY IOWA DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW ¼) THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER N01°02'17"W, 644.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°02'17"W, 495.00 FEET; THENCE N88°57'43"W, 343.00 FEET; THENCE S01°02'17"E, 495.00 FEET; THENCE S88°57'43"W, 343.00 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 3.90 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. (PARCEL #2)

WHEREAS, Sexton has requested that the Parcel #1 be rezoned to be located in an R-1 Residence District, in place of an A-1 Agricultural District; and

WHEREAS, Sexton has requested that Parcel #2 be rezoned to be located in an R-2 Residence District, in place of an A-1 Agricultural District; and

WHEREAS, the West Branch Planning and Zoning Commission has recommended the City Council approve said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of West Branch, Iowa:

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel #1 being located in a R-1 Residence District in place of A-1 Agricultural District and Parcel #2 being located in an R-2 Residence District in place of A-1 Agricultural District.

Section 2. This ordinance shall be in full force and effect from and after its publication as by law provided.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this ____ day of _____, 2018.

First Reading:	November 19, 2018
Second Reading:	December 3, 2018
Third Reading:	December 17, 2018

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 3, 2018
AGENDA ITEM:	Resolution 1766 – Approving a Three Year Service Contract for Performing Semi Annual Inspection, Load Test, and Annual service on the City’s Emergency Generator.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Matt Goodale, Public Works Director
DATE:	November 28, 2018

BACKGROUND:

This maintenance contract is for the generator at the lift station. In an effort to assure that the generator is prepared to be called into service at any time it is necessary to provide adequate preventative maintenance. This contract allows for that.

We have had a contract with Interstate for several years and have been satisfied with the service we receive from them. Public Works would recommend continuing that contract.

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

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8200 North Fairmount Street • Davenport, IA 52806 • 563-388-9988

City of West Branch
PO Box 218
West Branch, IA 52358

Customer # 160236
Generator Service Contract
November 20, 2018

Attention: Matt Goodale

This letter is to confirm our three year service contract renewal pricing for performing Semi annual Inspection, Load Test and Annual Service on your emergency generator.

Generator: Kohler 125REOZIG

"A" Semi Annual Inspection
& Load Test

Scope of work:

Our technician will travel to your site during scheduled service month (February) and perform generator inspection per attached check list. Technician will set up portable load bank test equipment and perform 2 hour generator load bank test. Labor, equipment and travel mileage charges are included. Mechanics inspection and load bank reports will be furnished to customer via e-mail.

Contract price: \$868.50

(Misc. additional repairs will be done at \$125.00/hr and parts at cost plus 25%)

"B" Annual Generator Service

Scope of work:

Our technician will travel to your site during scheduled service Month (August) and perform generator inspections per Attached checklist. Engine oil, oil filters and fuel filters will be changed. Old motor oil and filters will be taken back to Interstate's shop for recycling. Labor, oil, filters, travel mileage and recycling charges are included.

Contract price: \$762.62

(Misc. additional repairs will be done at \$125.00/hr and parts at cost plus 25%)

BRANCH LOCATIONS

ALTOONA, IA • CEDAR RAPIDS, IA • DAVENPORT, IA • CAROL STREAM, IL • ROCKFORD, IL • GARY, IN
IRON MOUNTAIN, MI • MINNEAPOLIS, MN • VIRGINIA, MN • BILLINGS, MT • LINCOLN, NE • OMAHA, NE • BISMARCK, ND
FARGO, ND • GRAND FORKS, ND • WILLISTON, ND • SIOUX FALLS, SD • BUTLER, WI • GILLETTE, WY

City of West Branch
PO Box 218
West Branch, IA 52358

Customer # 160236
Generator Service Contract
November 20, 2018 (page 2 of 2)

Terms:

Contract commences with first scheduled service. Prices are firm through December 31, 2021. Sales tax, if applicable, is additional. Prices quoted are per service event and are based upon performing services during regular business hours (7:00 am to 3:30 pm, Monday through Friday, excluding Holidays). Mechanic's reports will be furnished via e-mail. Additional repairs, if any, will be approved by you, and billed separately. "General Terms & Conditions" (sample enclosed) apply. You will be billed for services only after they have been performed. Purchase order numbers must be furnished at time of service (or in advance), if you want them to appear on our invoices. Please countersign where indicated below to affirm your acceptance.

Interstate PowerSystems



By Don Ayers – Branch Manager

Acceptance Date _____

Customer Signature _____

Print name/title _____

e-mail address (for reports) _____

Attachments:

Terms & Conditions
Sample Generator Inspection Checklist
Sample Load Bank Report Form

GENERAL TERMS & CONDITIONS

1. Formation of Contract

- 1.1 These terms and conditions constitute a complete statement of the agreement between the Customer and Interstate Power Systems, Inc. or its subsidiaries or operating divisions, or Intate Truck, Inc. or its subsidiaries or operating divisions ("Interstate"), which shall not be supplemented or amended except as set forth on the face of this invoice or by separate written agreement signed by both parties. Provisions set forth on the face hereof shall govern, where inconsistent with these terms and conditions.
1.2 Terms and conditions additional to or varying from those of this invoice shall not be binding on Interstate unless specifically agreed to in writing by Interstate. Interstate's acceptance or acknowledgement of the Customer's purchase orders or shipping instructions shall not constitute such written agreement. If this invoice shall be deemed an acceptance of a prior offer by the Customer, such acceptance is expressly conditional on the Customer's assent to any additional or different terms contained herein.

2. Acceptance

- 2.1 No offers, arrangements or orders shall be binding on Interstate unless and until confirmed by Interstate in writing.
2.2 Acceptance by the Customer of delivery of all or any part of the products sold hereunder and/or acceptance of the services performed by Interstate shall be an acknowledgement and acceptance by the Customer of these Terms and Conditions, whether or not the Customer shall have first received this Invoice.

3. Price and Payment

- 3.1 The price shall be as specified on the face of this Invoice.
3.2 Prices, quotations, specifications and other terms and all statements appearing in Interstate's sales literature and otherwise made by Interstate are subject to change without notice. Interstate is not responsible for typographical errors made in any of its publications or stenographic or clerical errors made in preparation of quotations. All such errors are subject to correction. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable.
3.3 Payment of the selling price and additional costs are due in accordance with the terms set forth on the face of this invoice. All payments hereunder shall be made to Interstate at 2901 E 75th Street, Minneapolis, MN 55425. Complaints or claims by the Customer shall not impair Interstate's right to payment as provided hereunder and any adjustments to be made as a result of such complaints shall be made subsequent to such payment.
3.4 If the credit of the Customer shall at any time, in the sole judgement of Interstate, become impaired, Interstate may at its option, and without incurring any liability therefor, divert or prevent or the discharge of product shipments in route to the Customer or cancel any scheduled services and cancel the unfulfilled portion of the contract, or require the Customer to give such security as Interstate may specify to ensure payment or require payment in advance before making any further shipment or performing any future services. All costs and expenses incurred by Interstate as a result of its exercise of any right or option under this paragraph shall be for the account of the Customer.
3.5 Prompt payment is of the essence of this contract and a default in any payment will, at the option of Interstate, operate as a breach of the entire contract. Past due payments shall bear interest computed monthly at a rate of 1 1/2 percent per month on the outstanding balance, or such lower rate as shall be the highest allowable under applicable law.
3.6 The Customer shall be in default hereunder if any one or more of the following events occurs: (a) the Customer shall default in fulfilling any of its obligations to Interstate; (b) a receiver, liquidator or trustee of the Customer, or of any of its property, is appointed by court order; (c) the Customer is adjudicated bankrupt or insolvent; (d) any property of the Customer is sequestered by court order; (e) a petition is filed by or against the Customer under any bankruptcy, reorganization, arrangement, insolvency, moratorium, readjustment of debt, dissolution or liquidation law of any jurisdiction; (f) the Customer becomes insolvent, makes an assignment for the benefit of its creditors; admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of the Customer or of all or any substantial part of its property in the event of such default, all unpaid payments shall, at Interstate's option, become immediately due and payable and Interstate shall have the right to consider its contract with the Customer cancelled and to recover damages, and shall further have all rights and remedies, including those of a secured party, provided by applicable law. For purposes of this paragraph "Customer" shall include any corporation controlling, controlled by, or under the common control with Customer.
3.7 All costs incurred by Interstate as a result of non-payment or delay in payment by the Customer, including, without limitation collection costs and reasonable attorney's fees, shall be paid by the Customer.

4. ***DISCLAIMER OF WARRANTIES

INTERSTATE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUTURE PERFORMANCE, OR OTHERWISE.***

5. Remedies of Customer

- 5.1 Interstate shall not be liable for any claim arising in connection with the products or services sold to the Customer unless written notice is given by Customer to Interstate as provided in paragraph 5.2 below.
5.2 Written notice of any objection, complaint or claim concerning the products or services must be given: (a) with respect to claims of damage to product(s) which occurred in transit, within thirty (30) days after the date on which risk of loss with respect to the product(s) passes to the Customer; (b) with respect to claims that the product(s) does not conform to specifications, within thirty (30) days following the date on which risk of loss with respect to the products passes to the Customer, provided however, that no claim of non-conformity will be allowed if the Customer has previously notified Interstate of its acceptance of the product(s) following inspection thereof; (c) with respect to complaints/claims related to services within thirty (30) days of the date of the invoice related to such services.
5.3 Failure to give such notice in the manner and within the time provided herein shall be deemed a waiver by the Customer of all claims with respect to such products and services.
5.4 Interstate will, at its sole discretion, either reimburse the invoice value to the Customer of product(s) or service found to be defective, or repair or replace free of charge all products or services found to be defective, within thirty (30) days after the date notice was given in accordance with paragraph 5.2 above; provided, however, that such products, or the product on which service work was performed, have not been

abused by the Customer or used in a manner for which the products were not intended. The abovementioned right of repair, replacement, or reimbursement shall be the customer's sole and exclusive remedy in the event of non-conformity or defect in the products or services. Interstate shall not be liable for the incidental or consequential damages to the Customer, in no event shall Interstate's liability exceed Interstate's invoice value to the Customer of the product(s) or services sold regardless of the nature of the claim of the Customer.

- 5.5 By accepting Interstate's goods or services to which these terms and conditions apply, Customer hereby agrees that the state of limitations for any claim or breach of contract or any other cause of action arising out of or relating to any contract between Customer and Interstate shall be one year, measured from the date of delivery of the products or the date of the invoice related to such services.

6. Passage of Title - Security Interest

- 6.1 Interstate shall retain title to ownership of, and security interest in the products until the contract purchase price set forth on the face hereof shall have been paid in full and all covenants and agreements of Interstate herein shall have been performed. Interstate shall have all common law and statutory lien rights available in the state where goods or services are provided and the Customer hereby agrees that if Customer takes possession of the related products without making payment to Interstate and thereafter Interstate regains full possession of the equipment that was once subject to lien claims while there remains a balance due Interstate, all such lien rights shall be reinstated as if Interstate had always maintained lawful possession of all such equipment.
6.2 At the request of Interstate, the Customer shall execute and deliver to Interstate all such financing statement and other instruments and documents as may be requested by Interstate to evidence and to perfect its security interest in the products. Expenses of filing financing statements or other security documents with the appropriate state and local governmental authorities shall be for the account of the Customer.

7. Force Majeure

- 7.1 If because of force majeure Interstate is unable to carry out any of its obligations under this agreement and if Interstate promptly notifies the Customer in writing, expressly identifying such force majeure, then the provisions of paragraph 7.2 shall apply. The term "force majeure" as used herein shall mean any event or events reasonably beyond the control and without fault or negligence of Interstate which wholly or in substantial part prevent the manufacture, transportation, loading, unloading, delivery or storage of the products sold hereunder or prevents the performance of services. Examples, without limitation, of force majeure are acts of God, acts of the public enemy, acts of war, riot or civil commotion, labor disputes, labor or material shortages, accidents, fire, explosions, floods, break-downs of or damage to plants, equipment or facilities, partial or complete embargoes imposed by originating or consuming related carriers, air transport acts or contingencies of transportation, orders or acts of any governmental authority, acts, rules, regulations or executive orders of any government.
7.2 If force majeure notice is given under paragraph 7.1 above, the obligations of Interstate shall be suspended to the extent made necessary for such force majeure and during its continuance, if the obligations of Interstate remain suspended hereunder for a period amounting to forty-five (45) consecutive days measured from the dates of performance and at any time thereafter, then either party may terminate the agreement without liability by giving fifteen (15) days' notice to the other party. At the expiration of said fifteen (15) days, unless such condition shall have been ended, the party giving such notice may terminate this agreement forthwith.

8. LIABILITY FOR DAMAGES

- 8.1 INTERSTATE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO THE CUSTOMER, THE SERVICES INTERSTATE PERFORMED, OR BY THE CUSTOMER'S OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. INTERSTATE SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES.
8.2 INTERSTATE'S OBLIGATIONS HEREUNDER ARE EXPRESSLY SUBJECT TO THE OCCURRENCE OF EVENTS OF FORCE MAJEURE, AND NO LIABILITY SHALL BE INCURRED BY INTERSTATE FOR DAMAGES OF ANY NATURE RESULTING FROM SUCH SUSPENSION, REDUCTION OR TERMINATION OF DELIVERIES OR FAILURE TO PERFORM SERVICES FOR REASONS OF FORCE MAJEURE, OR FROM INTERSTATE'S COMPLIANCE WITH ANY GOVERNMENT ACTION.
8.3 THE CUSTOMER SHALL HOLD INTERSTATE HARMLESS FROM ALL CLAIMS OR ACTIONS BROUGHT BY THIRD PARTIES WITH RESPECT TO ANY DAMAGES DESCRIBED IN THIS ARTICLE 8.

9. Waiver, Abandonment and Severability of Terms

- 9.1 Waiver by Interstate of any default of the Customer shall not be deemed a waiver of any other default of the Customer. The express provision herein for certain rights and remedies of Interstate shall not be construed to deprive Interstate of any other rights and remedies to which it would otherwise be entitled under applicable law.
9.2 Any property of the Customer left on Interstate's premises which remains unclaimed for thirty (30) days shall be deemed abandoned and Interstate shall have the right to dispose of such property in any manner it so chooses.
9.3 The inability of any provision of these Terms and Conditions shall not affect the remaining provisions hereof.

10. Governing Law - Notice

- 10.1 This invoice shall be interpreted in accordance with the internal laws of the State of Minnesota without giving effect to its conflicts of law rules and no provision shall be deemed to exist in favor or against either party as a result of the preparation and/or negotiation of this invoice.
10.2 This invoice and all the terms and conditions hereof shall be binding upon the Parties and their respective successors and assigns, however, the Customer shall not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Interstate.
10.3 The parties hereto submit to the exclusive jurisdiction of the courts of the State of Minnesota (including Hennepin County Conciliation Court), and the Minnesota Federal Courts in connection with any dispute related to their relationship. The parties hereto also agree to service of any complaint by certified mail. To the extent that the Customer or any of its property has or may hereafter acquire any right of sovereign immunity, from suit, the Customer hereby irrevocably waives any such right of sovereign immunity in respect of its obligations, rights and duties under this agreement.
10.4 Notices or other communications shall be given by facsimile or email, or by registered or certified mail, return receipt requested. Facsimile or e-mail notice shall be deemed received two (2) hours after transmission. Mail notice shall be deemed received on the third day after mailing (or on the next business day if the third day is not a business day). Where both methods of notice are used, the earlier shall establish the effective date of notice. Notice shall be given to the address of a party as stated on the face hereof until appropriate notice otherwise.

RESOLUTION 1766

RESOLUTION APPROVING A THREE YEAR SERVICE CONTRACT FOR PERFORMING SEMI ANNUAL INSPECTION, LOAD TEST, AND ANNUAL SERVICE ON THE CITY'S EMERGENCY GENERATOR.

WHEREAS, the City of West Branch, Iowa desires to receive generator inspection, load testing, and annual maintenance services; and

WHEREAS, Interstate Power Services have provided the City of West Branch services in the past and the City has been satisfied with the services provided; and

WHEREAS, this contract includes an inspection and load test scheduled in the months of February, and an annual generator service in the months August; and

WHEREAS, this three year contract would require an annual total payment \$1631.12 for services rendered, and an anticipated contract expense of \$4,893.36 for three years of service as aforementioned; and

WHEREAS, any repairs discovered will be quoted at \$125.00/hr and parts at cost plus 25%).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement with Interstate Power Systems of Davenport, IA is hereby approved.

Passed and approved this 3rd day of December, 2018.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 3, 2018
AGENDA ITEM:	Resolution 1767 – Setting a Date for Consultation and a Date for a Public Hearing on the Proposed Amendment to the Amended and Restated West Branch Urban Renewal Plan.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Kevin D. Olson, City Attorney
DATE:	November 30, 2018

BACKGROUND:

As you will recall, the City Council approved an amendment to the West Branch Urban Renewal Plan and Area is September that added the Cedar’s Edge Golf Course property into the West Branch Urban Renewal Area. Now that the property where the Little Lights project will be built is located in the Urban Renewal Area, the next step in the process of entering into a development agreement with Little Lights would be to add an urban renewal project into the Urban Renewal Plan. Chapter 403 of the Code of Iowa requires a consultation with affected taxing entities prior to adding a project/debt to the Urban Renewal Plan (West Branch Community Schools and Cedar County). This resolution sets the consultation date for 11:00 a.m. on December 19, 2018, and the public hearing for the City Council meeting on January 7 2019.

The only project added with this amendment is the Little Lights development agreement, which would rebate incremental tax revenues in the not-to-exceed amount of \$150,000. If this project is approved as part of the Urban Renewal Plan on January 7 2019, then the next step would be to hold a public hearing on the actual development agreement itself.

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

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RESOLUTION 1767

RESOLUTION SETTING A DATE FOR CONSULTATION AND A DATE FOR A PUBLIC HEARING ON THE PROPOSED AMENDMENT TO THE AMENDED AND RESTATED WEST BRANCH URBAN RENEWAL PLAN.

WHEREAS, the City Council of the City of West Branch has heretofore deemed it necessary and desirable to prepare Amendment No. 2 to the Amended and Restated West Branch Urban Renewal Plan, said Amended and Restated West Branch Urban Renewal Plan being approved in May, 2016, by the West Branch City Council; and

WHEREAS, the City Council of the City of West Branch approved Amendment No. 1 to said Amended and Restated Urban Renewal Plan on September 17, 2018; and

WHEREAS, the City Attorney has prepared said Amendment No. 2 to the Amended and Restated West Branch Urban Renewal Plan; and

WHEREAS, Chapter 403 of the Code of Iowa requires prior to passage of an Urban Renewal Plan Amendment, the holding of a consultation among the affected taxing entities and the publication and holding of a public hearing.

NOW, THEREFORE, the City Council of the City of West Branch, Cedar County, Iowa, hereby set a consultation date for Wednesday, December 19, 2018 at 11:00 a.m. in the Council Chambers at City Hall. Further, the City Clerk is directed that said Notice of Consultation be sent to the affected taxing entities, along with a proposed copy of the Amended and Restated West Branch Urban Renewal Plan.

BE IT FURTHER RESOLVED, that the City Council shall hold a public hearing at 7:00 p.m. on Monday, January 7, 2019 on the proposed Amendment No. 1 to the Amended and Restated West Branch Urban Renewal Plan. Further, the City Clerk is directed to publish notice of said public hearing as required by law.

Passed and approved this 3rd day of December, 2018.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator / Clerk