



PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 6:00 P.M. MONDAY APRIL 15, 2019 IN THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH, IOWA.

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

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

AGENDA

A. Call to Order

B. Opening Ceremonies

1. Pledge of Allegiance
2. Welcome

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.

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.

1. **Motion to Approve** Meeting Minutes for City Council Meeting April 1, 2019.
2. **Motion to Approve** Board & Commission Appointments / Reappointments (Carolyn Anderson – Historic Preservation Board).

"Turning Vision into Reality is our Business"

3. **Motion Accepting** the Quotation and Purchase Order for Crime Reporting Software from Shield Technology Corporation and Mainstay System Inc.
4. **Motion to Approve** Parks and Recreation Summer Employee Hires.
5. **Motion to Approve** the Claims Report.

G. Public Hearing / Non-Consent Agenda

1. **Resolution 1799** – Approving Change Order #8 for \$7,586.67 for the Lift Rental Expense Related to Work Stoppage, Additional Installation Labor, and Material Transportation related to the Pavilion Panels.
2. **Resolution 1800** – A Resolution Approving a Reimbursement Agreement with the Iowa Department of Transportation for Relocation Water and Force Main Lines associated with the widening of I-80 project.
3. **Resolution 1801** – Approving Purchase Authorization of a not-to-exceed amount of \$ 2,143 for the replacement of City Council Tablets with the intent to repurpose the old working tablets for other city uses.
4. **Resolution 1802** – A Resolution Entering into an Officer Training Reimbursement Agreement with Zachary Murdock.

H. Joint Business Meeting with the City of West Branch and the West Branch Community School District.

1. **Discussion Item:** Facilities Update (Bond Referendum)
2. **Discussion Item:** Joint Grass Cutting Proposal and any other service sharing opportunities (Marketing)
3. **Discussion Item:** Potential Concepts for Middle School Reuse
4. **Discussion Item:** High School Crosswalk and/or Turning Lane (Resulting from Nearby KLM Development)
5. **Discussion Item:** Update on City Development(s) and Growth Plans
6. **Discussion Item:** 28e Agreement associated with the Rose Bowl Press Box construction.

I. Reports

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

I. Comments from Mayor and Council Members

J. Adjournment

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

West Branch, Iowa
Council Chambers

City Council Meeting

April 1, 2019
7:00 p.m.

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:00 p.m. Mayor Laughlin then invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Council members: Colton Miller, Jordan Ellyson, Jodee Stoolman, Nick Goodweiler and Brian Pierce were present. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy Clerk Leslie Brick, Police, City Attorney Kevin Olson, Chief Mike Horihan, Park & Recreation Director Melissa Russell, Library Director Nick Shimmin and Public Works Director Matt Goodale.

GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS

None.

PUBLIC COMMENT

There were no public comments.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION

Motion to Approve Meeting Minutes for City Council Meeting March 18, 2019.

Motion to Approve Board & Commission Appointments / Reappointments (Jan Jacobson – Library Board).

Motion to Approve \$500 Donation to the Lower Cedar Watershed Management Authority as start-up Funds.

Motion to Approve the Claims Report.

EXPENDITURES	4/1/2019	
BAKER & TAYLOR INC.	BOOKS	577.78
CAJ ENTERPRISES INC	ROCK	3,415.17
CONLEY & JENNA NASH	BUILDING INCENTIVE PAYMENT	1,040.81
DEMCO	OFFICE SUPPLIES	275.41
EAST CENT INTERGOVT ASSOCIATION	GRANT WRITING SERVICE	1,000.00
JOHN DEERE FINANCIAL	SUPPLIES	286.83
KNOCHE, REBECCA	VIDEOGRAPHY SERVICE/BUILDING INCENTIVE PMT	972.21
KOCH OFFICE GROUP	COPIER MAINTENANCE	317.10
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,268.85
MISCELLANEOUS VENDOR	MT HOREB PUB LIB:LOST BOOK	45.00
OLSON, KEVIN D	LEGAL SERVICES	1,500.00
PITNEY BOWES INC	POSTAGE METER RENTAL	180.00
PLUNKETT'S PEST CONTROL INC	SERVICE - PUBLIC SERVICE BLDG	75.00
PORT 'O' JONNY INC.	SERVICE-WAPSI PARK	192.00
QUILL CORP	COMPUTER SUPPLIES	47.24
STATE INDUSTRIAL PRODUCTS	CHEMICALS	244.00
UPS	SHIPPING	22.82
USA BLUE BOOK	SUPPLIES	200.70
WATER SOLUTIONS UNLIMITED	CHEMICALS	2,515.00
WEST BRANCH COMMUNITY SCHOOL	ADJUSTMENT	992.00
WEST BRANCH FAMILY PRACTICE	DRUG TESTING	40.00
WEST BRANCH FORD	REPAIR PARTS	113.98
TOTAL		15,321.90
PAYROLL	3/22/2019	54,577.74
PAID BETWEEN MEETINGS		
UPS	SHIPPING	22.82
VERIZON WIRELESS	WIRELESS SERICE	800.75
CATHERINE STEEN	UNIFORM	50.00
MEDIACOM	CABLE SERVICE	41.90
TOTAL		915.47
GRAND TOTAL EXPENDITURES		70,815.11

FUND TOTALS		
001	GENERAL FUND	28,014.96
022	CIVIC CENTER	43.29
031	LIBRARY	6,429.93
110	ROAD USE TAX	6,829.46
112	TRUST AND AGENCY	12,743.13
600	WATER FUND	9,939.91
610	SEWER FUND	6,814.43
GRAND TOTAL		70,815.11

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

PUBLIC HEARING / NON-CONSENT AGENDA

Third Reading, Ordinance 764 – Rezoning a portion of The Meadows Subdivision, Part Four, of real property from R-1 to R-2 Residential District. /Move to action.

ORDINANCE NO. 764

AN ORDINANCE RE-ZONING THAT A PORTION OF THE MEADOWS SUBDIVISION, PART FOUR, OF REAL PROPERTY FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DISTRICT.

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:

A PORTION OF 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 (SW1/4) 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:
 COMMENCING AT THE SOUTHWEST CORNER OF LOT 44 OF THE GREENVIEW ESTATES SUBDIVISION, AN OFFICIAL PLAT NOW IN THE CITY OF WEST BRANCH, THENCE S1°19’13”E, 195.11 FEET TO THE POINT OF BEGINNING, THENCE 86°46’30”E, 315.69 FEET; THENCE S3°13’30”E, 24.96 FEET; THENCE 143.10 FEET ALONG A 216.00 FOOT RADIUS CURVE CONCAVE EAST (CHORD BEARING S21°52’40”E, 141.10 FEET); THENCE S40°56’32”E, 967.89 FEET; THENCE S49°03’24”W, 50.37 FEET; THENCE 89.97 FEET ALONG A 300.00 FOOT RADIUS CURVE CONCAVE NORTH (CHORD BEARING S57°38’54”W, 89.63 FEET); THENCE N40°56’32”W, 961.68 FEET; THENCE S88°40’13”W, 77.11 FEET; THENCE S01°19’47”E, 127.44 FEET; THENCE N82°46’48”W, 37.29 FEET; THENCE S88°40’47”W, 140.28 FEET; THENCE N01°19’13”W, 351.60 FEET TO THE POINT OF BEGINNING.(the “Parcel).

WHEREAS, KLM has requested that the Parcel be rezoned to be located in an R-2 Residential District, in place of an R-1 Residential 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 Residential District in place of R-1 Residential 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 1st day of April, 2019.

Read First Time: March 4, 2019
 Read Second Time: March 18, 2019
 Read Third Time: April 1, 2019

 Roger Laughlin, Mayor

ATTEST: _____
 Redmond Jones II, City Administrator/Clerk

Motion by Miller, second by Goodweiler to approve 3rd reading of Ordinance 764. AYES: Miller, Goodweiler, Stoolman, Ellyson, Pierce. NAYS: None. Motion carried.

Public Hearing: Proposed Development Agreement with EMV Holdings, LLC (aka Little Lights) which includes annual appropriations of tax increment rebates.

Laughlin opened the public hearing at 7:04 p.m. There were no public comments. Laughlin closed the public hearing at 7:05 p.m.

Resolution 1797 – Approving a Development Agreement with EMV Holdings, LLC (aka Little Lights) which includes annual appropriations of tax increment rebates. /Move to action.

City Attorney Olson clarified that the agreement allows for up to \$150,000 in tax rebates to the developer over a ten year period. The agreement will not exceed \$150,000 (or \$15,000 per year) and the agreement ends after ten years unless the Council chooses to change the provisions of the agreement to extend it.

Motion by Goodweiler, second by Pierce to approve Resolution 1797. AYES: Goodweiler, Pierce, Ellyson, Miller, Stoolman. NAYS: None. Motion carried.

Resolution 1798 – Approving Change Order #7 for work at Cubby Park to convert remaining exterior site work from “Completion Date” contract to “Working Days” contract. / Move to action.

Pierce wanted assurance that the change from completion date to working days contract would in fact hold the contractor accountable if further deadlines were missed. Cody Buelt, Fehr Graham said if the thirty four working days were exceeded, then liquidated damages would be assessed to the project. Buelt said that Russell and Goodale would be monitoring the progress and reporting to Fehr Graham who will be providing updates to the Council.

Motion by Goodweiler, second by Pierce to approve Resolution 1798. AYES: Goodweiler, Pierce, Miller, Ellyson, Stoolman. NAYS: None. Motion carried.

Resolution 1799 – Approving Change Order #8 for \$7,586.67 for the lift rental expense related to work stoppage, additional installation labor and material transportation related to the pavilion panels. / Move to action.

Jones said he requested a breakdown for the change order from Fehr Graham who was working with the contractor on obtaining. Jones suggested that this item be tabled until the information was received.

Motion by Ellyson, second by Miller to table Resolution 1799 for more information. AYES: Ellyson, Miller, Stoolman, Pierce, Goodweiler. NAYS: None. Motion carried.

Discussion: Regarding replacing the tablets / City Council paperless packet devices – a review of options.

Shimmin presented several tablet replacement options to the Council per their request from the last meeting. A few members have been having difficulties with their current tablets which are more than five years old. Shimmin asked if the Council preferred more of a reading device versus a laptop. The consensus was that a reading device was preferred, however a larger screen would make viewing plans easier. Shimmin said he would do some more research and provide options and costs at the next meeting.

CITY ADMINISTRATOR REPORT

Jones reported that the facility plan for the waste water treatment plant is expected from Veenstra & Kimm within the next couple of weeks. Early estimates indicate the plant could cost the City between five to twelve million dollars. Jones also shared some agenda items to be discussed at the next joint City Council / School Board meeting scheduled for April 15th. He reminded the Council about an upcoming nuisance conference to be held in Iowa City on May 15th. Jones said that Mayor Laughlin, Miller, Horihan, Brick and himself would be attending.

CITY ATTORNEY REPORT

Olson said he was working with Cedar’s Edge and getting the final plat documents recorded. He said he was also working with Loethen Ridge Estates on their final plat as well as working on the sidewalk agreement for Brian Shay’s housing project.

STAFF REPORTS

None.

COMMENTS FROM MAYOR AND COUNCIL MEMBER

Laughlin asked Goodale if plans had been made for the drainage issue at Heritage Square. Goodale replied that he has met with Lynch Excavating and they will be doing some additional tiling and adding a storm sewer intake to redirect the water away from the Hoover House. Laughlin asked Jones to reach out to the Hoover Foundation to see if they would provide a donation to Hoover’s Hometown Days to cover the expense of the stage on park ground.

ADJOURNMENT

Motion to adjourn by Goodweiler, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 7:52 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 15, 2019

AGENDA ITEM: Motion to Approve Board & Commission Appointments / Reappointments – (Carolyn Anderson – Historic Preservation Board).

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

PREPARED BY: Deputy Clerk, Leslie Brick
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DATE: April 9, 2019

BACKGROUND:

Historic Preservation (3 years): Appointment, Honorary Member (non-voting) Carolyn Anderson, term to expire 12/31/2022

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

MOTION BY:

SECOND BY:

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CITY OF
WEST BRANCH
IOWA

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 Historic Preservation Today's Date March 12, 2019

(Please print)

Name: Carolyn Anderson Address: 1745 Charles Ave

Phone: (home) _____ Phone: (cell) [REDACTED]

Email: cande5800@gmail.com

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

How long have you been a resident of West Branch? 49 years

Occupation: Executive Director Employer: West Branch Com. Dev. Group

Optional Questions (use the back if necessary)

Self motivated, well organized, worked with many organizations, interest in genealogy and historical events of the area.

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

rational decision making, communication efforts



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Motion Accepting the Quotation and Purchase Order for Crime Reporting Software from Shield Technology Corporation and Mainstay Systems Inc.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Mike Horihan, Chief of Police
DATE:	April 9, 2019

BACKGROUND:

This was a high Priority Goal in the 2019 – 2020 budget. The Police Department has found budget saving in the current 2018 – 2019 budget. Therefore, it is the intention to spend out of the current budget year \$5,451.00; the balance would also account for the required 10% down payment required as a part of accepting this Quotation and Purchase Order. The balance of the total cost of \$21,896.00 will be paid from 2019 – 2020 budget (after July 1st).

The first part of the project is pay for the server, install the server, pay for additional hardware and pay for additional licensing fees. Mainstay will be responsible for this first part of the project. The cost for this part of the project is \$5,451. The hope is that we pay for this part of the project with funds from this fiscal year. This part of the project has already started.

The second part of this project is to install and upgrade to the “Shieldware” reporting. This would also include, additional licensing, the annual subscription fee and all the transfer of all past digital reports. The cost of this would be \$16,445.00. The major part of this expense is the transfer of old reporting data. It is required for the city to post 10%, of the quote before the work can get started.

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

MOTION BY:

SECOND BY:

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SHIELD TECHNOLOGY CORPORATION
 13439 Milltown Road
 Lovettsville, VA 20180

Quotation/Purchase Order

Customer
Attn: Mike Horihan Chief of Police West Branch Police Department, ("WBPD") 105 S. 2nd Street West Branch, Iowa 52358 Phone: 319.643.2222 Mobile: 319.325.9551 Email: mike@westbranchiowa.org

Issued Date: 01/09/19
Expiration Date: 04/10/19– 90 Days
Agency ID: IAWBRP
Quote Number: 19-0174
Shield Contact: John Woods Shield Phone: 800.476.5264 Shield Fax: 703-935-8282 Email: john.woods@shieldware.com

Item	Qty	DESCRIPTION	Unit Price	Total
1	3	ShieldWare© RMS license, (requires a connection to a remote access PC or remote access server for multiple connections)	1,500.00	4,500.00
2	1	Shield TraCs (CIRF) Incidents, import Interface	1,500.00	1,500.00
3	1	Shield TraCs (MARS) Accidents, import Interface	1,250.00	1,250.00
4	1	Shield TraCs (ECCO) Citations, import interface	1,000.00	1,000.00
5	1	ShieldWare© CAD Mobile license, (Cost of 1 st year annual support/maintenance fee)	195.00	195.00
6		Shield onsite RMS Administrator & User Training, and CAD Mobile Training	3,000.00	3,000.00
7		(OPTIONAL) - Shield Data Conversion from TAC 10 to Shield RMS	5,000.00	5,000.00
8		TOTAL =		16,445.00
9		10% Down payment required at project quote acceptance	\$1,644.50	

All required State and Federal taxes are the responsibility of the purchasing agency. Agencies having tax-exempt status must provide Shield Technology Corporation with their state tax-exempt number.

TERMS:

- The first year of annual support/maintenance is provided at no cost. Support/Maintenance fees are calculated to be 15% of the price paid for software. Shield services, i.e. (data conversion and training) are not part of that calculation. Annual support/maintenance for the second and subsequent years will be **\$1,432.50** dollars.

Quote 19-00 continued. . .

2. Installation of ShieldWare© RMS and participation in the Cedar County Sheriff's Office, ("CCSO") shared data base, requires written authorization from the Sheriff. Authorization in its simplest form could consist of an email from the WBPD to the Sheriff requesting permission to participate, and an affirmative reply from the Sheriff, that could then be forwarded to Shield Technology.
3. It is the responsibility of the WBPD to provide either a PC for a single connection, or a Remote Access Server for multiple connection, for remote access to the ShieldWare© database. This PC or Server is to be located at the CCSO.
4. Remote use of ShieldWare© RMS and CAD Mobile may require the purchase of CCSO provided VPN Clients.
5. Payment Terms: Shield is offering deferred payment, in that Shield will accept a 10% down payment at project acceptance, and will not invoice for the remaining balance until July 1, 2019. Final invoicing will consist of any remaining quote balance, as well as, annual support/maintenance fees going into the second year.
6. *SHIELD DISCLAIMER* - Data conversion may require the cooperation of the current software vendor TAC10/Caliber. Shield requires that data be exported and provided to Shield in an Excel spreadsheet or ASCII, comma delimited format, along with file format. It is the responsibility of the West Branch Police Department to seek and obtain vendor cooperation in order to accomplish data migration into Shield databases.
7. Additional RMS licenses can be purchased (1) at a time as they may be needed. Cost is \$1,500 for each additional license. Annual support/maintenance, after the first year of use will be \$225 for each license.

This Purchase Order must be signed by the authorizing agency's executive administrator or his/her designee. Please fax this document to Shield Technology Corporation at 703.935.8282, or email to support@shieldware.com

State Tax Exempt Number

Title/Authorizing Signature

Date



4833 South Sheridan Road, Ste 406, Tulsa, Oklahoma 74145 (918) 808-5059

March 1, 2019

West Branch Police Department
Attn: Chief Mike Horhan
105 S 2nd Street
West Branch, IA 52358

Dear Chief:

Mainstay Systems, Inc. (MSI) is pleased to submit this revised price quotation to the West Branch Police Department. Quote is for software for vehicle network connection to the Cedar County Sheriff's Office. This quote also has software/hardware required to upgrade current server. MSI will honor these prices for the next 30 days.

NetMotion Mobility – Windows device license (5-pack)		\$1,155.00
Microsoft 2016 Remote Desktop Service - device license (5-pack)		\$822.00
Microsoft Server 2016 standard edition (operating system)		\$926.00
Dell T320 32GB memory upgrade		\$200.00
Dell 1TB 7200rpm 3.5" 6GB/s SAS hard drive w/dell sled	3 x 130.00	\$390.00
WatchGuard T-35 w/3-yr basic security suite (Firewall for branch office to Cedar SO)		\$1,328.00
Installation costs		\$630.00

Thank you for considering Mainstay Systems, Inc. as your computer equipment provider. If you have any questions, please do not hesitate to call.

Sincerely,

Kevin W. Mackin
Mainstay Systems, Inc.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 15, 2019

AGENDA ITEM:	Motion to Approve Parks and Recreation Summer Employee Hires.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Melissa Russell, Parks and Recreation Director
DATE:	April 9, 2019

BACKGROUND:

West Branch Parks and Recreation received several applications for the positions of summer youth counselor and sport site supervisor. Interviews and reference checks were conducted in March. All of the positions pay \$12.00.

The sport site supervisor will primarily be responsible for daily maintenance of the ball fields and sand volleyball courts. The sport site supervisor will do weekly playground inspections. He will also mow the parks and fields as necessary. He reports to the Parks and Recreation director, however, will attend the Public Works for weekly safety meetings. The sport site supervisor will have a variety of hours to accommodate all the programs up to 40 hours a week.

Camp counselors will be primarily be responsible for daily management of all drop-in programs, swim lessons, playground programs, camps, active adventures, and other programs. They will work with current staff to plan and evaluate programs. They report to the Parks and Recreation director. The camp counselors will also work a variety of hours up to 40 hours a week.

(Hire 3 camp counselors and 1 sport site supervisor)

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

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Parks and Recreation Department

113 N 1st Street • PO Box 218 • West Branch, Iowa 52358

(319) 930-0393 • Fax (319) 643-2782 • www.westbranchiowa.org • melissa@westbranchiowa.org

Summer Park and Recreation Staff

To: West Branch City Council

From: Melissa Russell, West Branch Parks and Recreation Director

Subject: Debra Lund, Allison Simpson, and Isabel Bowman for Summer Youth Counselor and Levi Kleinmeyer for Sport Sit Supervisor

Deb Lund currently works for the West Branch Community School District as a preschool paraeducator and office staff. Prior to working at the West Branch Community School District, she provided home daycare. She is also active in 4H. She excels working with variety of children in different settings. She has an associate degree with a major in early childhood education. She will be able to start work June 1st.

Isabel Bowman is a student at the University of Iowa studying sport and recreation management. She is a current member of the Iowa Women's Rowing Team at the University. She has worked at various sports camps throughout the years. She enjoys outdoor recreation and plays and coaches a multitude of sports. She will start work May 28th.

Allyson Simpson is a senior at Simpson College studying education. She currently works at a before and afterschool program in Indianola, is an education educator and a JV basketball coach for Simpson College. In the summer of 2018, she worked for the Iowa City Parks and Recreation as a summer camp counselor. She will be able to start work June 1st.

Levi Kleinmeyer is a senior at West Branch High School and a West Branch volunteer firefighter. He also works for Corridor Drywall. He has experience working with mowers, skid loaders, and various tools. Next year he will be attending Kirkwood Community College. He will be able to start working a few hours on the weekends in April.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 15, 2019

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:	April 9, 2019

BACKGROUND:

These are routine expenditures that include such items as payroll, budget expenditures, and other financial items that relate to City 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

4/15/2019

ALLIANT ENERGY	UTILITIES-WATER TOWER	10,974.33
AMAZON	BOOKS, SUPPLIES	285.77
AXON ENTERPRISE, INC.	SUPPLIES	64.00
BAKER & TAYLOR INC.	BOOKS	907.34
BARRON MOTOR SUPPLY	SUPPLIES	345.19
BOCWAY INVESTMENTS LLC	BUILDING INCENTIVE PAYMENT	1,314.06
BP AMOCO	BP AMOCO	448.93
BRICK, LESLIE	MILEAGE	22.48
CEDAR COUNTY RECORDER	RECORDING FEES	49.00
CEDAR COUNTY TRANSFER STATION	SERVICE	133.00
CHIEF SUPPLY CORPORATION	SUPPLIES	72.44
CJ COOPER & ASSOCIATES	DRUG TEST	35.00
FUTURE LINE TRUCK EQUIPMENT	REPAIR PARTS	377.70
GORDON HAMBY	BUILDING INCENTIVE PAYMENT	154.57
HAWKINS INC	CHEMICALS	518.30
HD CLINE COMPANY	REPAIR PARTS	599.23
HUTCHCO, INC DBA ALLEGRA	SUPPLIES	170.03
JOHNSON CONTROLS	SERVICE CALL	789.00
JOHNSON COUNTY REFUSE INC.	RECYCLING MARCH 2019	3,923.50
JULIA HIME	VIDEOGRAPHY SERVICE	150.00
KIRKWOOD COMM. COLLEGE	TRAINING	475.00
L. L. PELLING CO. INC	COLD MIX	269.10
LINN COUNTY R.E.C.	STREET LIGHTS	152.64
LYNCH'S PLUMBING INC	LYNCH'S PLUMBING INC	126.00
MENARDS	SUPPLIES	75.60
MERCY IOWA CITY PHYSICIAN	SERVICE	198.00
MIDWEST FRAME & AXLE	VEHICLE REPAIRS	971.65
MOORE'S WELDING INC	SUPPLIES	112.78
MUNICIPAL SUPPLY INC.	SUPPLIES	3,877.00
OASIS ELECTRIC LLC	SERVICE CALL	133.43
PIP PRINTING & MARKETING S	OFFICE SUPPLIES	112.36
PITNEY BOWES INC	SUPPLIES	56.52
PYRAMID SERVICES INC.	EQUIPMENT & MAINTENANCE SUPPLI	1,407.73
QUILL CORP	OFFICE SUPPLIES	93.73
STANARD & ASSOCIATES INC	SUPPLIES	26.00
STATE HYGIENIC LAB	LAB ANALYSIS	26.00
SUMMIT COMPANIES	SERVICE	349.50
TEI LANDMARK AUDIO	SUPPLIES	109.23
TERI LYNE KAYSER	BUILDING INCENTIVE PAYMENT	115.01
TIPTON CONSERVATIVE	SUBSCRIPTION RENEWAL	38.00
UPS	SHIPPING	45.64
VEENSTRA & KIMM INC.	ADMIN USGS FLOOD STUDY	172.00
VEENSTRA & KIMM INC.	WB GOLF COURSE DEVELOPMENT REVIEW	172.00
VEENSTRA & KIMM INC.	WW TREATMENT PLANT FACILITY STUDY	12,263.88
VEENSTRA & KIMM INC.	PLAN REVIEW	344.00
VEENSTRA & KIMM INC.	310 COLLEGE ST BRIDGE - BID & CONSTRUCTION	20,770.72
VEENSTRA & KIMM INC.	UTILITY RELOCATION - I-80 WIDENING	7,656.00
WALMART COMMUNITY/RFCSLLC	SUPPLIES	230.04
WEST BRANCH TIMES	LEGAL NOTICES	785.81
TOTAL		72,499.24

PAYROLL	4/5/2019	42,557.21
PAID BETWEEN MEETINGS		
GRAY TATTOO	UTILITY REFUND	49.86
GRAND TOTAL EXPENDITURES		115,106.31
FUND TOTALS		
001 GENERAL FUND		34,345.84
022 CIVIC CENTER		599.19
031 LIBRARY		8,091.65
036 TORT LIABILITY		4,907.06
110 ROAD USE TAX		5,494.23
112 TRUST AND AGENCY		0.00
310 COLLEGE STREET BRIDGE		20,770.72
600 WATER FUND		17,194.20
610 SEWER FUND		23,703.42
GRAND TOTAL		115,106.31

EXPENDITURES

4/15/2019 #2

CJ COOPER & ASSOCIATES	DRUG TESTING	144.80
CULLIGAN WATER TECHNOLOGIES	WATER SOFTENER SERVICE	54.12
EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	117.40
FELD FIRE EQUIPMENT CO INC	REPAIR PARTS	412.00
FRONTLINE PLUS FIRE & RESCUE INC	SIREN REPAIR & MAINTENANCE	500.00
JOHNSON COUNTY AMBULANCE SERVICE	MEDICAL SUPPLIES	85.12
MOORE'S WELDING INC	EQUIPMENT REPAIR	3,153.11
TOTAL		4,466.55
FUND TOTALS		
001 GENERAL FUND		4,466.55
GRAND TOTAL		4,466.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	STANARD & ASSOCIATES INC CHIEF SUPPLY CORPORATION SUMMIT COMPANIES ALLIANT ENERGY AXON ENTERPRISE, INC.	SUPPLIES	26.00
			CHIEF SUPPLY CORPORATION	72.44
			SERVICE	38.00
			SERVICES	266.90
			SUPPLIES	64.00
		TOTAL:	467.34	
FIRE OPERATION	GENERAL FUND	BP AMOCO SUMMIT COMPANIES ALLIANT ENERGY BARRON MOTOR SUPPLY	FUEL	69.73
			SERVICE	37.90
			SERVICES	800.69
			SUPPLIES	13.60
			TOTAL:	921.92
STREET LIGHTING	GENERAL FUND	LINN COUNTY R.E.C. ALLIANT ENERGY	STREET LIGHTS	152.64
			SERVICES	2,167.66
			SERVICES	448.63
		TOTAL:	2,768.93	
PARK & RECREATION	GENERAL FUND	LYNCH'S PLUMBING INC ALLIANT ENERGY	LYNCH'S PLUMBING INC	126.00
			LIGHTS-LIONS FIELD	26.95
			LIGHTS 219 E GREEN	12.37
			SERVICES	24.57
			TOTAL:	189.89
CEMETERY	GENERAL FUND	HD CLINE COMPANY PYRAMID SERVICES INC. SUMMIT COMPANIES	REPAIR PARTS	682.23
			REPAIR PARTS	83.00
			EQUIPMENT & MAINTENANCE SU	737.18
			EQUIPMENT & MAINTENANCE SU	670.55
			SERVICE	30.40
		TOTAL:	2,037.36	
COMM & CULTURAL DEVEL	GENERAL FUND	ALLIANT ENERGY	UTILITIES-HERITAGE PARK	73.13
			TOTAL:	73.13
ECONOMIC DEVELOPMENT	GENERAL FUND	BOCWAY INVESTMENTS LLC GORDON HAMBY TERI LYNE KAYSER	BUILDING INCENTIVE PAYMENT	425.78
			BUILDING INCENTIVE PAYMENT	888.28
			BUILDING INCENTIVE PAYMENT	154.57
			BUILDING INCENTIVE PAYMENT	115.01
			TOTAL:	1,583.64
CLERK & TREASURER	GENERAL FUND	PIP PRINTING & MARKETING SERVICES QUILL CORP BRICK, LESLIE VEENSTRA & KIMM INC. ALLIANT ENERGY	OFFICE SUPPLIES	112.36
			OFFICE SUPPLIES	93.73
			MILEAGE	22.48
			ADMIN USGS FLOOD STUDY	172.00
			SERVICES	298.49
			TOTAL:	699.06
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES	LEGAL NOTICES	785.81
			TOTAL:	785.81
SOLID WASTE	GENERAL FUND	CEDAR COUNTY TRANSFER STATION JOHNSON COUNTY REFUSE INC.	SERVICE	133.00
			RECYCLING MARCH 2019	3,923.50
			TOTAL:	4,056.50
LOCAL CABLE ACCESS	GENERAL FUND	ALLIANT ENERGY JULIA HIME	SERVICES	99.99
			VIDEOGRAPHY SERVICE	150.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	249.99
COMMISSION	GENERAL FUND	CEDAR COUNTY RECORDER VEENSTRA & KIMM INC.	RECORDING FEES WB GOLF COURSE DEV REVIEW PLAN REVIEW	49.00 172.00 344.00
			TOTAL:	565.00
TOWN HALL	CIVIC CENTER	SUMMIT COMPANIES ALLIANT ENERGY	SERVICE SERVICES	45.60 553.59
			TOTAL:	599.19
LIBRARY	LIBRARY	WALMART COMMUNITY/RFCSLLC OASIS ELECTRIC LLC BAKER & TAYLOR INC. TIPTON CONSERVATIVE SUMMIT COMPANIES ALLIANT ENERGY JOHNSON CONTROLS TEI LANDMARK AUDIO AMAZON PITNEY BOWES INC	SUPPLIES SUPPLIES SERVICE CALL BOOKS BOOKS BOOKS SUBSCRIPTION RENEWAL SERVICE SERVICES SERVICE CALL SUPPLIES BOOKS, SUPPLIES BOOKS, SUPPLIES BOOKS, SUPPLIES BOOKS, SUPPLIES SUPPLIES	211.40 18.64 133.43 500.34 286.47 120.53 38.00 30.40 432.06 789.00 109.23 13.99 32.98 39.99 198.81 56.52
			TOTAL:	3,011.79
POLICE OPERATIONS	TORT LIABILITY	MERCY IOWA CITY PHYSICIAN & CLINIC SER	SERVICE	198.00
			TOTAL:	198.00
ROADS & STREETS	ROAD USE TAX	L. L. PELLING CO. INC BP AMOCO SUMMIT COMPANIES FUTURE LINE TRUCK EQUIPMENT ALLIANT ENERGY CJ COOPER & ASSOCIATES BARRON MOTOR SUPPLY MOORE'S WELDING INC MIDWEST FRAME & AXLE	COLD MIX FUEL SERVICE REPAIR PARTS SERVICES DRUG TEST SUPPLIES SUPPLIES VEHICLE REPAIRS VEHICLE REPAIR	269.10 126.40 114.00 377.70 507.05 35.00 331.59 112.78 669.75 301.90
			TOTAL:	2,845.27
INVALID DEPARTMENT	COLLEGE STREET BRI	VEENSTRA & KIMM INC.	310 COLL ST BRIDGE BID & C	20,770.72
			TOTAL:	20,770.72
WATER OPERATING	WATER FUND	MUNICIPAL SUPPLY INC. STATE HYGIENIC LAB BP AMOCO HAWKINS INC MENARDS SUMMIT COMPANIES VEENSTRA & KIMM INC. ALLIANT ENERGY	SUPPLIES LAB ANALYSIS FUEL CHEMICALS SUPPLIES SERVICE UTILITY RELOCATION I-80 WI UTILITIES-WATER TOWER SERVICES	3,877.00 26.00 126.40 518.30 75.60 38.00 3,828.00 106.20 3,109.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HUTCHCO, INC DBA ALLEGRA	HUTCHCO, INC DBA ALLEGRA	170.03
			TOTAL:	11,874.53
SEWER OPERATING	SEWER FUND	KIRKWOOD COMM. COLLEGE	TRAINING	475.00
		BP AMOCO	FUEL	126.40
		UPS	SHIPPING	22.82
			SHIPPING	22.82
		SUMMIT COMPANIES	SERVICE	15.20
		VEENSTRA & KIMM INC.	WW TREATMENT PL FAC STUDY	12,263.88
			UTILITY RELOCATION I-80 WI	3,828.00
		ALLIANT ENERGY	SERVICES	2,047.05
			TOTAL:	18,801.17

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

001	GENERAL FUND	14,398.57
022	CIVIC CENTER	599.19
031	LIBRARY	3,011.79
036	TORT LIABILITY	198.00
110	ROAD USE TAX	2,845.27
310	COLLEGE STREET BRIDGE	20,770.72
600	WATER FUND	11,874.53
610	SEWER FUND	18,801.17
GRAND TOTAL:		72,499.24



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Resolution 1799 – Approving Change Order #8 for \$7,586.67 for the Lift Rental Expense Related to Work Stoppage, Additional Instillation Labor and Material Transportation related to the Pavilion Panels.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Nate Kass, Fehr Graham
DATE:	April 9, 2019

BACKGROUND:

This change order for work at Cubby Park is recommended in order to reflect additional payment for removal of installed polycarbonate panels on the south side of the Pavilion, transporting panels to and from the city shop for application of the decal film, and additional lift rental required for completing this work.

The exhibit included with the change order is a Change Order Request provided by Needham Excavating Inc.

We requested a further break-down of cost and were forwarded the document marked "attachment 1" this item still presents \$4,825.00 for "polycarbonate panels" which there is no further explanation for this expense.

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

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POINT BUILDERS, LLC
 4900 BOWLING ST SW, STE 100
 CEDAR RAPIDS, IA 52404
 Ph : 319-364-5053

Change Request

To: NEEDHAM EXCAVATING INC
 137 NORTH MAIN STREET
 WALCOTT, IA 52773
 Ph: 563-529-5840 Fax: (563)284-6178

Number: 4
Date: 10/11/18
Job: 735 CUBBY PARK PAVILION
Phone:

Description: Polycarbonated work that was stopped

We are pleased to offer the following specifications and pricing to make the following changes:

Marv's glass started to install the polycarbonate panels on the south side of the building and was told to stop and take them down. The price has 3 days of work and a lift cost that was there for a week. We also needed to move the panels to a city building then take them back to the job site where they were cleaned again. NO FILM INCLUDED IN THIS COST.

Description			Price
PROJECT MANAGER			\$850.00
POLYCARBONATE PANELS			\$4,825.00
SUPERINTENDENT			\$300.00
PROJECT COORDINATOR			\$165.00
CLEANING OF THE PANEL			\$360.00
		Subtotal:	\$6,500.00
	Percent	\$6,500.00 10.00%	\$650.00
	Insurance	\$6,500.00 1.16%	\$75.40
		Total:	\$7,225.40

If you have any questions, please contact me at .

Submitted by: Point Builders

Approved by: _____
 Date: _____

CHANGE ORDER 8

No.: 8

Date of Issuance: March 11, 2019 Effective Date: March 19, 2019
Owner: City of West Branch, Iowa
Contractor: Needham Excavating, Inc.
Contract: Joseph D. Needham, President
Project: Cubby Park Improvements
Owners Contract No.: N/A Engineer's Project No.: 16-072
Engineer: Fehr Graham - Nathan P. Kass, PE, PLS

You are directed to make the following changes in the Contract Documents:

Description:

Additional payment for removal of installed polycarbonate panels on the south side of the Pavilion, transporting panels to and from the city shop for application of the decal film, and additional lift rental required for completing this work.

Reason for Change Order:

Installation of the polycarbonate panels to allow for natural light into the Pavilion was deemed to be too transparent and city staff and/or elected officials directed the removal of the materials installed. The council chose to have a decal film applied to the interior of the panels prior to installation. Because the installation had already commenced, there was additional labor required to remove the panels already installed. Due to weather conditions and the requirement of the film application to have the materials above freezing and in dry conditions, the panels were transported by the contractor to the city shop and back to the project site after the film was applied.

Attachments: (List documents supporting change):

See attached Change Order Request provided by Needham Excavating Inc.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 2,945,427.39

Previous Change Orders No.

1 To No. 7

\$ 36,785.55 Decrease

Contract Price prior to this Change Order

\$ 2,908,641.84

Net Increase (Decrease) of this Change Order

\$ 7,586.67 Increase

Contract Price with all approved Change Orders

\$ 2,916,228.51

CHANGE IN CONTRACT TIMES:

Original Contract Times

By November 2, 2018 days or dates

Net change from previous Change Orders

Convert to working days

Contract Time prior to this Change Order

34 working days

Net Increase (Decrease) of this Change Order

0 days days or date

Contract Time with all approved Change Orders

34 days; 5/1/19 days or date

RECOMMENDED: Fehr Graham

APPROVED: City of West Branch

ACCEPTED: Needham
Excavating, Inc.

Nathan P. Kass, PE, PLS
ENGINEER

Roger Laughlin, Mayor
OWNER

Joseph D. Needham, President
CONTRACTOR

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Signature)

Date

Date

Date

END SECTION.



Cubby Park Improvements – Change Order Request

Date: February 4, 2019
To: City of West Branch

Change Order Request

- Marv's glass started to install the polycarbonate panels on the south side of the building and was told to stop and take them down. The price has 3 days of work and lift cost that was there for a week. We also needed to move the panels to a city building then take them back to the job site where they were cleaned again.
NO FILM INCLUDED IN THIS COST

Total amount of Change Order Request - \$7,586.67

Respectfully Submitted,
Nick Needham

17470 70th Avenue
Walcott, Iowa 52773
Office (563) 529-5840
Fax (563) 284-5036

RESOLUTION 1799

RESOLUTION APPROVING CHANGE ORDER #8 FOR \$7,586.67 FOR THE LIFT RENTAL EXPENSE RELATED TO WORK STOPPAGE, ADDITIONAL INSTALLATION LABOR AND MATERIAL TRANSPORTATION RELATED TO THE PAVILION PANELS.

WHEREAS, the installation of the polycarbonate panels to allow for natural light into the Pavilion was deemed to be too transparent and the city directed the removal of the materials installed; and

WHEREAS, the City Council chose to have a decal film applied to the interior of the panels prior to installation; and

WHEREAS, as a result that installation had already commenced when this preference was discovered, there was additional expenses incurred; and

WHEREAS, due to weather conditions and the requirement of the film application to have the materials applied above freezing and in dry conditions, the panels were transported by the contractor to the city shop and back to the project site after the film was applied; and

WHEREAS, Needham Excavating Inc. is requesting payment for the removal of installed polycarbonate panels, transporting panels to and from the city shop for application of the decal film, and additional lift rental required for completing this work.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa approves the change order #8 for \$7,586.67 relating to the terms and explanations of this resolution.

* * * * *

Passed and approved this 15th day of April, 2019.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Resolution 1800 – A Resolution Approving a Reimbursement Agreement with the Iowa Department of Transportation for Relocation Water and Force Main Lines associated with the widening of I-80 project.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	April 9, 2019

BACKGROUND:

Iowa DOT is preparing plans for widening Interstate 80 that will include removal of the interstate bridges over the abandoned railroad right-of-way. A box culvert will be placed along the abandoned railroad right-of-way to provide a below grade crossing of Interstate 80. Installation of the box culvert will be in a location that is currently occupied by City utilities including a 10” sanitary sewer force main, a 16” sanitary sewer force main, and a 12” potable water line. The utilities will need to be relocated to avoid conflict with the box culvert and placed inside a steel casing pipe from right-of-way to right-of-way of the interstate. Iowa DOT has indicated they would like to enter into a utility agreement to have the City of West Branch to relocate the utilities by November 2020. Iowa DOT would reimburse the City for cost associated with the relocation.

This agreement would allow the city to get full reimbursement for the cost associated with the relocation of water and force main lines associated with the I-80 widening project.

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

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PLANS FOR I-80 UTILITY RELOCATION WEST BRANCH, IOWA



DRAWING INDEX	
NO.	DRAWING TITLE
A-01	INDEX AND TITLE SHEET
A-02	LEGEND & NOTES
M-01	PLAN AND PROFILE
M-02	PLAN AND PROFILE
M-03	PLAN AND PROFILE

IOWA COUNTY HAS THIS CONSTRUCTION PERMIT FOR PROJECTS TO BE IN COMPLIANCE WITH IOWA COUNTY ORDINANCE 100.100. THIS PERMIT IS A PRELIMINARY PERMIT. OWNER MUST OBTAIN A FINAL PERMIT BEFORE CONSTRUCTION BEGINS.

PRELIMINARY

PROJECT NO. 100-100-100-100
ISSUED: 10/10/2010
EXPIRES: 10/10/2011

IOWA
ONE CALL
1-800-252-0999
www.iowaonecall.com

EXHIBIT A
SHEET 2 OF 5

DATE	REVISION	V&K VEINSTER & KIMM, INC.	I-80 UTILITY RELOCATION CITY OF WEST BRANCH	INDEX OF SHEETS	A.01
------	----------	------------------------------	--	-----------------	------

GENERAL NOTES

- ALL ELEVATIONS ARE TO CITY OF _____ DATUM.
- REMOVE AND REPLACE ALL STREET SIGNS AS DIRECTED BY ENGINEER. COST IS INCIDENTAL TO CONSTRUCTION.
- SHAPE ALL DITCHES TO DRAIN AFTER CONSTRUCTION.
- CONFIRM LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES AS REQUIRED TO ELIMINATE CONFLICTS PRIOR TO CONSTRUCTION. ALLOW UTILITY PERSONNEL TO RELOCATE UTILITIES WHERE CONFLICTS OCCUR.
- DO NOT INTERRUPT EXISTING UTILITIES OR INDIVIDUAL SERVICES UNLESS DIRECTED BY ENGINEER.
- LOCATIONS OF CONSTRUCTION LIMIT LINES SHOWN ON PLANS ARE APPROXIMATE. ENGINEER WILL LOCATE CONSTRUCTION LIMITS IN FIELD. CONFINE ALL CONSTRUCTION OPERATIONS, INCLUDING ACCESS TO WORK, TO CONSTRUCTION LIMITS.
- SET MANHOLE COVERS FLUSH WITH PROPOSED GRADES UNLESS OTHERWISE NOTED.
- STATIONING IS ALONG CENTER LINE OF PAVEMENT, UNLESS OTHERWISE NOTED.
- PROTECT UTILITY POLES, LINES AND APPURTENANCES NOT SHOWN FOR RELOCATION.
- RESET ALL PROPERTY PINS DISTURBED BY CONSTRUCTION; PINS RESET BY REGISTERED LAND SURVEYOR; COST IS INCIDENTAL TO CONSTRUCTION.
- PROTECT ALL SURFACING, NOT INDICATED BY SHADING FOR REMOVAL AND REPLACEMENT FROM DAMAGE DURING CONSTRUCTION.
- REPLACE WATER SERVICES IN DIRECT CONFLICT WITH NEW PIPE WITH NEW SERVICES FROM MAIN TO CURB STOP. PLUG EXISTING SERVICE AT MAIN; CONSTRUCT STORM SEWER UNDER EXISTING SERVICES WITH ADEQUATE CLEARANCE.

PROTECTION OF VEGETATION

TREES AND OTHER VEGETATION WHICH MAY BE REMOVED ARE MARKED WITH AN "X" OVER THE APPROPRIATE SYMBOL. FOR EXAMPLE, 12" INDICATES THE REMOVAL OF A 12" TREE. REPLACEMENT, BY CONTRACTOR, OF THESE ITEMS IS NOT REQUIRED. TUNNEL, INSTALL TIGHT SHEETING, HAND EXCAVATE OR EMPLOY OTHER MEANS APPROVED BY ENGINEER TO PROTECT EXPOSED PORTIONS AND ROOT SYSTEMS OF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL. IF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL ARE DAMAGED DURING CONSTRUCTION, REPLACE IN KIND AND SIZE AT NO COST TO CITY OR PROPERTY OWNER.

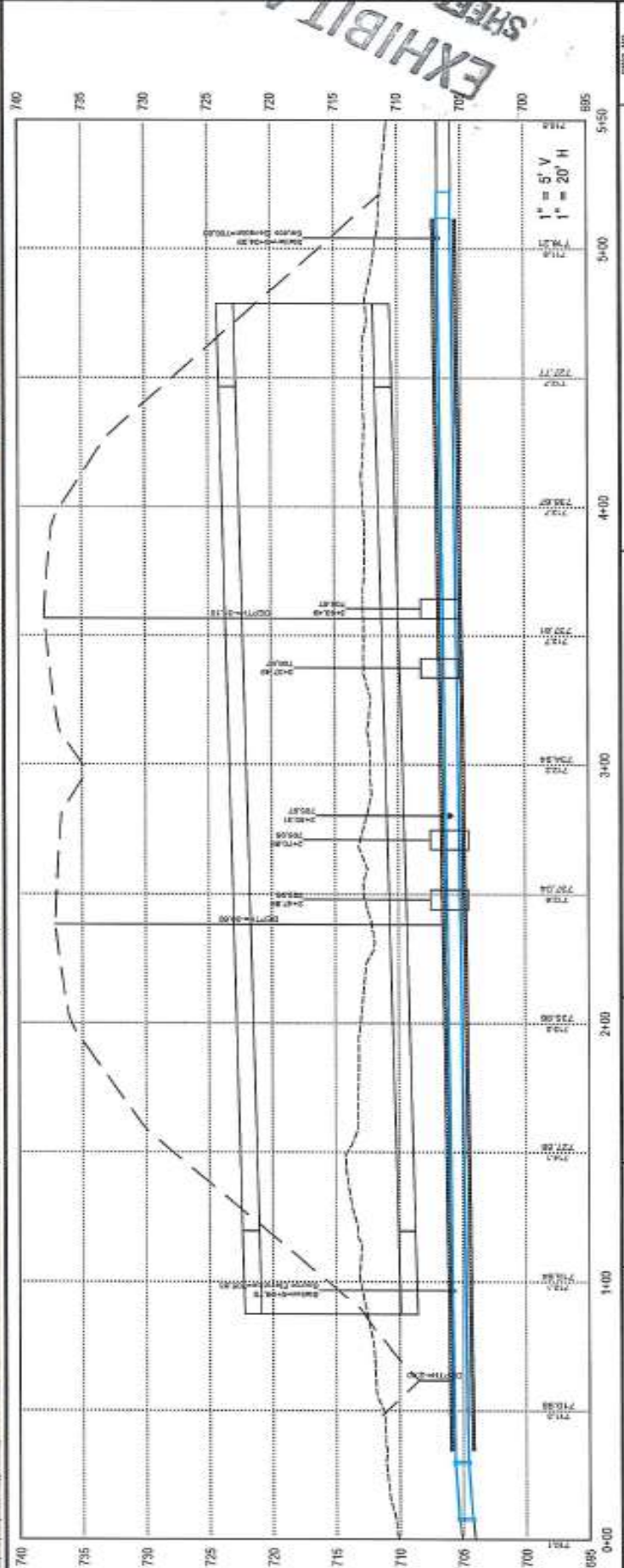
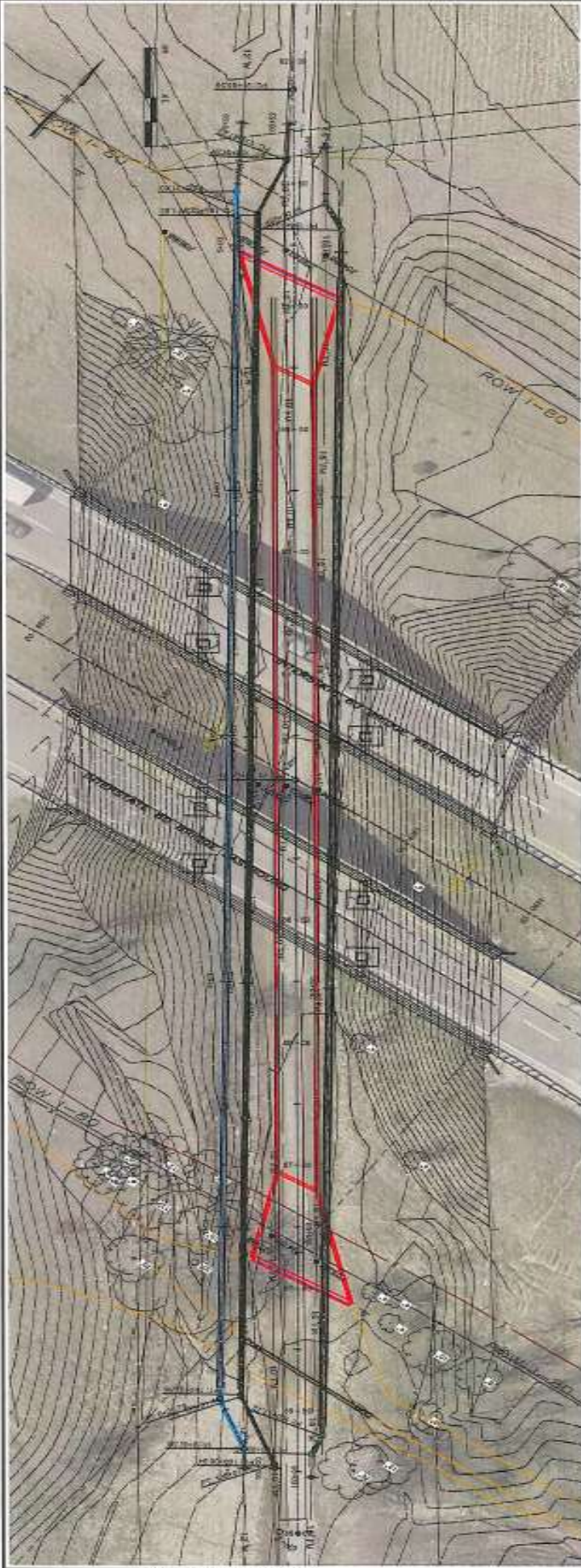


EXHIBIT A
SHEET 4 OF 6

DATE: 08/15/2005
SCALE: AS SHOWN
GROUP: L&L
DESIGNED: L&L
CHECKED: L&L
DATE: 08/15/05
PROJECT: 04007

860 22nd Avenue - Site 4 • Greenville, Iowa 52601-1563
319-465-1000 • 319-465-1000/FAX • 800-241-0001/WWW

V&K
VEENSTRA & KIMM, INC.

8-80 UTILITY RELOCATION
CITY OF WEST BRANCH

WATER MAIN - PLAN & PROFILE
M.01
PRODUCT: 181814
DWG. NO.:

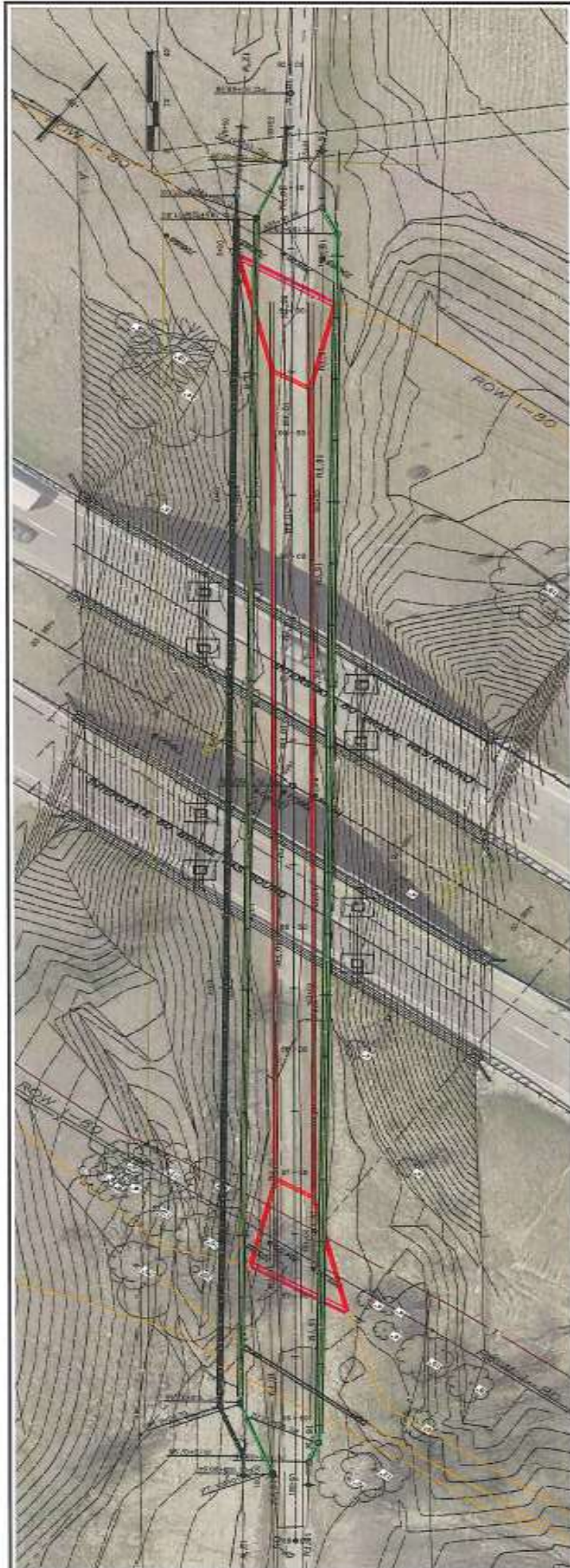


EXHIBIT A
SHEET 1 OF 601

DATE: _____
 REVISIONS: _____
 SCALE: AS SHOWN
 DRAWN: _____
 CHECKED: _____
 APPROVED: _____
 DATE FOR: 10/20/20

10 INCH FORCE MAIN - PLAN & PROFILE

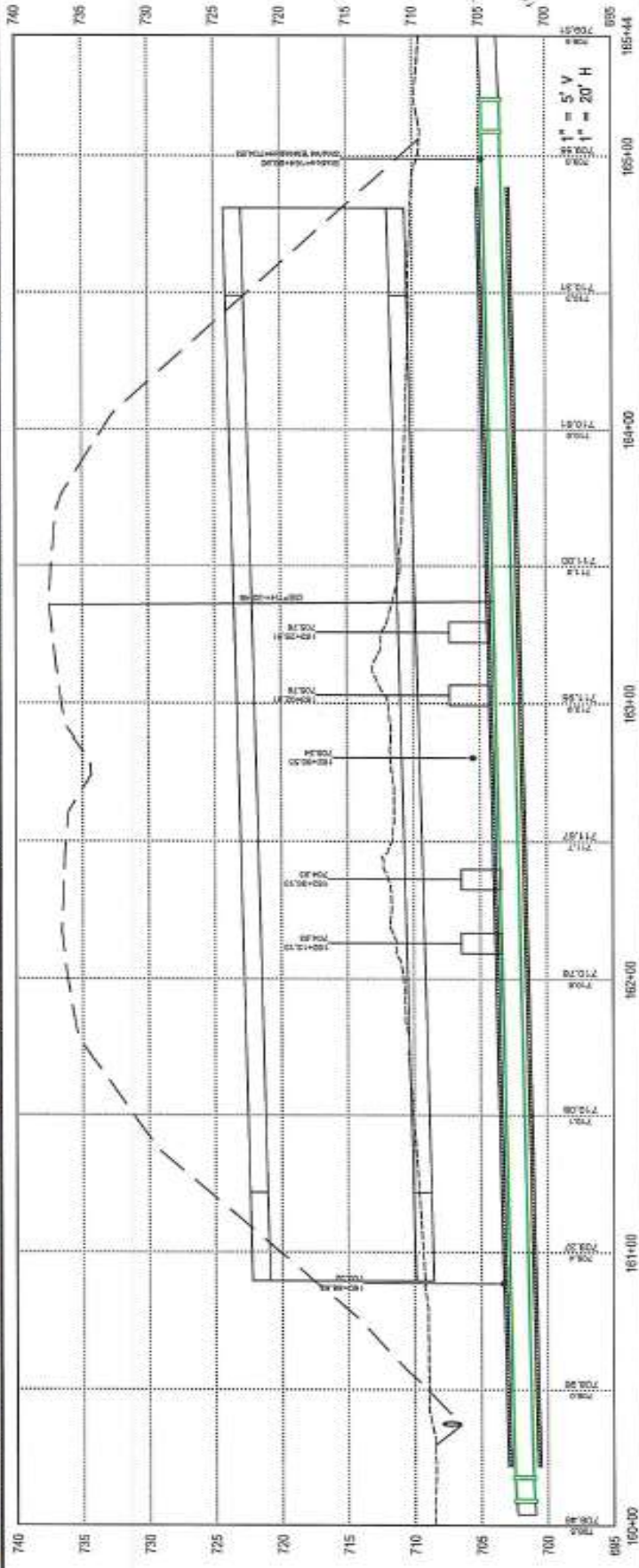
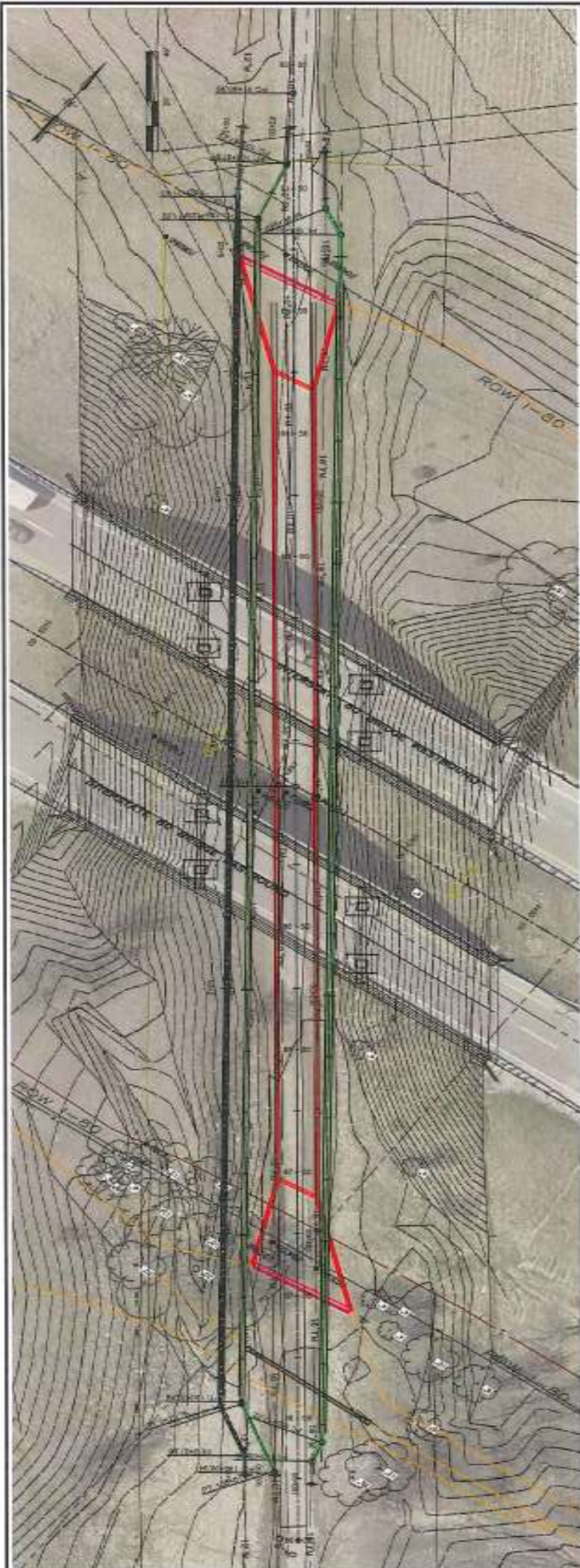
I-80 UTILITY RELOCATION
 CITY OF WEST BRANCH

V&K
VEENSTRA & KIMM, INC.

PROJECT: M.02
 SHEET: 601

860 23rd Avenue, Suite 4 • Coon Rapids, MN 55234-1285
 313-465-1000 • 313-465-1000/510 • FAX: 313-465-1000

EXHIBIT A
SHEET 5 OF 6



DATE: _____
 REVISIONS: _____
 SCALE: AS SHOWN
 DRAWN: LAR
 CHECKED: LAR
 APPROVED: [Signature]
 DATE: 08/11/10
 SHEET NO: 000003

16 INCH FORCE MAIN - PLAN & PROFILE

I-60 UTILITY RELOCATION
 CITY OF WEST BRANCH
 200 2nd Avenue - Suite 4 • Corvallis, Iowa 52241-1565
 319-465-1000 • 319-465-1000/FAX • 800-241-0001/PROJECT



DRWG. NO. M.03
 PROJECT 000003

EXHIBIT-B

PRELIMINARY ESTIMATE OF COST
 UTILITY RELOCATION FOR INTERSTATE 80 WIDENING
 WEST BRANCH, IOWA
 FEBRUARY 25, 2019

	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.1	Construction Staking	Lsum	1	\$ 2,500	\$ 2,500
1.2	Clearing and Grubbing	Lsum	1	\$ 1,500	\$ 1,500
1.3	Mobilization	Lsum	1	\$ 25,000	\$ 25,000
1.4	Casing Pipe In Place				
1.4.1	18" Steel Casing in Open Cut	LF	440	\$ 60	\$ 26,400
1.4.2	20" Steel Casing in Open Cut	LF	440	\$ 85	\$ 37,400
1.4.3	30" Steel Casing in Open Cut	LF	440	\$ 125	\$ 55,000
1.5	Force Main installed in Casing				
1.5.1	10" RJ DI Force Main	LF	480	\$ 85	\$ 40,800
1.5.2	16" RJ DI Force Main	LF	480	\$ 120	\$ 57,600
1.6	Water Main installed in Casing				
1.6.1	12" RJ DI Water Main	LF	480	\$ 75	\$ 36,000
1.7	12" Gate Valve with Box	Ea.	1	\$ 1,500	\$ 1,500
1.8	Hydrant Assembly	Ea.	1	\$ 5,000	\$ 5,000
1.9	Connection to Existing System	Ea.	6	\$ 5,000	\$ 30,000
1.10	Abandon Existing Pipe				
1.10.1	10" Force Main	Lsum	1	\$ 2,000	\$ 2,000
1.10.2	12" Water Main	Lsum	1	\$ 2,600	\$ 2,600
1.10.3	16" Force Main	Lsum	1	\$ 5,000	\$ 5,000
1.11	Seeding	LS	1	\$ 3,500	\$ 3,500
1.12	Erosion Control	LS	1	\$ 5,000	\$ 5,000

SubTotal \$ 336,800

SubTotal \$ 336,800

Contingency(15%) \$ 50,500

SubTotal \$ 387,300

15% Engineering and construction services \$ 58,000

Easement Documents \$ 2,000

Easement Compensation \$ 5,000

TOTAL **\$ 452,300**

Buy America Guide for Utility Relocations in Iowa

Form: BA1
February 17, 2014

HISTORY:

Buy America requirements originated in 1983 in the Code of Federal Regulations 23CFR 635.410. Part 1 states: *"The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied."* This applied to all projects where Federal aid is involved.

Beginning January 1, 2014 per section 1518 of MAP-21, if the project as defined by National Environmental Policy Act (NEPA), has at least one authorized Federal-Aid Highway Program (FAHP) construction contract, all utility relocations eligible for federal reimbursement utility work must meet Buy America regardless of funding source.

APPLICABILITY:

- Buy America requirements only affect products containing or composed of steel or iron.
- Buy America only applies to relocations of utility facilities that must move due to highway projects under certain specific conditions as stated below.
- Buy America applies if the utility relocation is eligible for reimbursement with federal funds, however in the case of Buy America few of the eligible relocations will be reimbursed. See below for eligibility criteria and reimbursement guidance.
- Buy America applies in the case where the utility relocation is included in the federal-aid contract. This can be through an agreement with the DOT or Local Agency.

PROJECTS WHERE BUY AMERICA APPLIES TO UTILITY RELOCATIONS IN IOWA:

There are four primary cases when Buy America provisions must be applied to utility relocations in Iowa.

Case 1, Agreement work

This case involves relocation of a utility on private property (fee title or easement) in response to an Iowa Department of Transportation (DOT) project where any Federal funds are used within the NEPA project boundary and where property rights require the DOT to reimburse the utility for relocation. This case applies when the project is on any primary highway or freeway under the jurisdiction of the DOT.

Case 2, Interstate project relocation - DOT permitted work

This case involves relocation of any utility inside DOT right of way due to a DOT project on the interstate system and any federal funds are used within the NEPA project boundary. The reason this case applies in Iowa is because this relocation is eligible for reimbursement due to Iowa Code Section 306A.10 that states the relocation *may* be paid. While the relocation of the utility facility is eligible for reimbursement, historically, the DOT has not paid for such relocations.

Case 3, Interstate project relocation – city or county permitted or franchised work

This case involves relocation of any utility inside city or county right of way due to a DOT project on the interstate system and any federal funds are used within the NEPA project boundary. The reason this case applies in Iowa is because this relocation is eligible for reimbursement due to Iowa Code Section 306A.10 that states the relocation *may* be paid. While the relocation of the utility facility is eligible for reimbursement, historically, the DOT has not paid for such relocations.

Case 4, Utility relocation is included in a federal-aid contract

This involves relocation of any utility that is done as part of a federal-aid DOT project or a federal aid local agency project due to Article 1107.06 of the DOTs Standard Specification. This could be a project on a primary highway or city street. Special provisions may not override or circumvent the requirements of the specifications for Buy America Compliance.

4. Submit the signed documents with the permit applications or reimbursement agreements to the DOT (BA2 and BA3).
 - Case 1: Submit signed BA2 and BA3 with the DOT reimbursement agreement.
 - Case 2: Submit signed BA2 and BA3 with the DOT permit application.
 - Case 3: Submit signed BA2 and BA3 to the DOT with a copy of the application or permit granted by the city or county.
5. Complete the relocation work in accordance with the Buy America requirements.
6. Retain verification paperwork (ie. mill and/or step certifications, bills of lading, manufacturers' certificates, etc.) for all Buy America materials for a period of 5 years from the date of issuance of the permit or reimbursement agreement. Field audits of the materials and/or office audits of the certification paperwork by DOT personnel should be expected.

HOW TO COMPLY WITH BUY AMERICA PROVISIONS (Case 4):

1. Comply with article 1107.06 of the DOT Standard Specifications. The process is identified in IADOT I.M. 107. It will be updated for the October 2014 letting. If you have a project that will be let before then, please request the draft information from Bryan Bradley (515-294-1014), bryan.bradley@iowa.gov.

MATERIALS THAT NEED TO MEET BUY AMERICA REQUIREMENTS:

For a specific part or item to be required to comply with the Buy America regulations the product must be manufactured predominantly of steel or iron. The FHWA deems a product to be manufactured predominately of steel or iron if the product consists of at least 90% (by weight) steel or iron content when it is delivered to the job site for installation.

Examples of products that are subject to Buy America:

Coverage includes but is not limited to, the following:

- Steel or iron products used in pavements, bridges, tunnels or other structures, which include, but are not limited to, the following: fabricated structural steel, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, prestressing/post tensioning wire, motor machinery brakes and other equipment for moveable structures;
- guardrail, guardrail posts, end sections, terminals, cable guardrail;
- steel fencing material, fence posts;
- steel or iron pipe, conduit, grates, manhole covers, risers;
- mast arms, poles, standards, trusses, or supporting structural members for signs, luminaires, or traffic control systems;

- steel or iron components of precast concrete products, such as reinforcing steel, wire mesh, and prestressing or post-tensioning strands or cables and
- cabinets (the outer shell of the cabinet, not including the internal components).

Examples of products that are NOT subject to Buy America:

- The miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above components (or manufactured products that are not predominantly steel or iron) are not subject to Buy America coverage. Examples include, but are not limited to, covers, shelves, clamps, fittings, sleeves, washers, bolts, nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, door hinges, etc. and
- Miscellaneous interior components inside cabinets.

Specific examples of items that have been evaluated for Buy America are available at:

- The list of items is available online at <http://www.iowadot.gov/traffic/utility/utility.html>.
- This list is general guidance for items that must be compliant or need not be compliant. Some of the items are manufacturer part number specific and others are general classes of items.
- This list is constantly updated as items are evaluated and added.

POSSIBLE EXCEPTIONS:

Possible Waiver:

Title 23 Section 313 and FHWA's regulations in 23 CFR 635.410 provide that the Administrator may issue a waiver if, (1) the application of Buy America provisions would be inconsistent with the public interest or (2) iron and steel materials/products are not produced in the United States in sufficient and reasonably available quantities which are of satisfactory quality. Very few of these waivers have been granted and the expectation is it will continue to be a stringent process with few applications being approved. The waiver process is a very lengthy process so time must be allowed for approvals up to the national level that would typically be on the order of a full year after initiation of the request before final approval. These applications have typically been denied. Consideration should be given to these issues when seeking a waiver.

Minimal Use of Foreign Steel:

Additionally, the FHWA's regulations permit a minimal use of foreign steel and iron in the amount of \$2,500 or one-tenth of one percent of the utility relocation contract/cost, whichever is greater. This amount would be the total amount of foreign steel or iron allowed on the utility project across all of the materials supplied.

Incorporation of any foreign steel must be preapproved by the DOT.



Only include items containing steel or iron, or precast concrete products.

Utility fills out this section

DOT fills out this section

Utility Company: _____ Agreement # _____ Name: _____

Completed by: _____ Permit # _____ Date: _____

Comments: _____

Item #	Part Number	Item Description	Quantity	Date:		BA Applies	Comments
				Contain greater than 90% steel or iron (By Weight)	Item is precast concrete		
				(YES)	(NO)	(YES)	(NO)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
20							
21							
22							
23							

Buy America Certificate of Compliance - Utility Relocation (Iowa)

BA3

ROW Project No.: _____

Construction Project No.: _____

Permit or Agreement No.: _____

The Iowa Department of Transportation and its subgrantees must assure that all manufactured products purchased or donated for permanent installation in a utility relocation under specific conditions are produced in the United States, or meet certain conditions. The referenced project above is a project where relocations do have to meet the Buy America requirements. Section 1518 of the MAP-21 legislation expanded 23 CFR § 635.410 to cover utility relocations. As such, each utility must provide as part of their facility relocation a certificate of compliance with the following requirements:

§661.6 Certification Requirement for Procurement of Steel or Manufactured Products.

If steel, iron, or manufactured products (as defined in §§661.3 and 661.5 of 49 CFR) are being procured, certificates to verify compliance shall be completed and submitted by each bidder/supplier in accordance with the requirements contained in §661.13(b) of 49 CFR. 23CFR § 635.410 lists possible exceptions.

Certification retention: Utility must retain certification paperwork for all Buy America materials for a period of 5 years from the date of issuance of the permit or reimbursement agreement. Audits of the certification paperwork by DOT personnel should be expected.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The utility company hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Printed Name _____

Company Name _____

Title _____

RESOLUTION 1800

A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR RELOCATION WATER AND FORCE MAIN LINES ASSOCIATED WITH THE WIDENING OF I-80 PROJECT.

WHEREAS, the Iowa Department of Transportation (Iowa DOT) is preparing plans for widening Interstate 80 that will include removal of the interstate bridges over the abandoned railroad right-of-way; and

WHEREAS, a box culvert will be placed along the abandoned railroad right-of-way to provide a below grade crossing of Interstate 80; and

WHEREAS, Installation of the box culvert will be in a location that is currently occupied by City utilities including a 10” sanitary sewer force main, a 16” sanitary sewer force main, and a 12” potable water line; and

WHEREAS, the utilities will need to be relocated to avoid conflict with the box culvert and placed inside a steel casing pipe from right-of-way to right-of-way of the interstate; and

WHEREAS, Iowa DOT would like to enter into a utility agreement to have the City of West Branch relocate the utilities by November 2020; and

WHEREAS, Iowa DOT will reimburse the City for cost associated with the relocation water and sewer utilities currently estimated at \$452,300 which includes engineering services associated with design and construction phase engineering services; and

WHEREAS, it is now necessary to move forward this agreement in order to meet desired project timelines provided by Iowa Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with the Iowa Department of Transportation be and the same is hereby approved. Further, the Mayor and City Administrator are directed to execute said agreement on behalf of the City.

Passed and approved this 15th day of April, 2019.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Resolution 1801 – Approving the Purchase Authorization of a not-to-exceed amount of \$2,143 for the replacement of City Council Tablets with the intent to repurpose the old working tables for other City uses.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Nick Shimmin, Library & Information Technology Director
DATE:	April 9, 2019

BACKGROUND:

The city council discussed the topic of new tablets at the April 1, 2019 city council meeting. Recommendation was to look at replacing all tablets with the suggestion that a larger surface be explored in the process.

Suggested possibilities are given on subsequent pages. The not-to-exceed estimate is based on the high end tablet selection, carrying cases and taxes.

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

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Below are the two Android tablets presented to the council last week. I believe both of these tablets will likely work fine for the council's needs, but would probably recommend the Samsung for higher resolution which should make it easier to read text in the council packets.

In regards to the larger screen, these are primarily found on higher end tablets like the Apple iPad Pro which the council can, of course, decide to purchase, but the lowest price I could find for a new, non-used tablet of this kind was around \$550.

To achieve a larger screen while keeping the price comparable, my suggestion would be a convertible Chromebook like the one on the right. This would provide a 11.6" screen, though the resolution is lower than the middle tablet. It would likely change how packets are distributed, though not any more difficult. It would also likely require that we create or require each council member to have their own Google account.

Lenovo Tab 4



Platform: Android
Cost: \$159
Specifications
Screen Size: 10.1"
Resolution: 1280x800
Processor: 1.4GHz Quad Core
Storage: 32GB (microSD can be added)

Samsung Galaxy Tab A



Platform: Android
Cost: \$199
Specifications
Screen Size: 10.1"
Resolution: 1920x1200
Processor: 1.6GHz Octa Core
Storage: 16GB (microSD can be added)

Lenovo Chromebook C330 2-in-1 Convertible



Platform: ChromeOS
Cost: \$249
Specifications
Screen Size: 11.6"
Resolution: 1366x768
Processor: 2.1 GHz
Storage: 64GBGB

RESOLUTION 1801

A RESOLUTION APPROVING THE PURCHASE AUTHORIZATION OF A NOT-TO-EXCEED AMOUNT OF \$2,143 FOR THE REPLACEMENT OF CITY COUNCIL TABLETS WITH THE INTENT TO REPURPOSE THE OLD WORKING TABLES FOR OTHER CITY USES.

WHEREAS, the City of West Branch has adopted several paperless policies; and

WHEREAS, the City Council has forgone replacing their out dated tablets for two years in order to secure other budget priorities; and

WHEREAS, there has been several break-downs and technical issues that have affected the City Council’s ability to receive timely information and provide timely review of documents; and

WHEREAS, City Council have reviewed several tablet / lite lab tops; and

WHEREAS, the not exceed amount of \$2143is an estimate based on 7 tablets at the high end of the selection presented to City Council, new carrying cases, and an estimate of the anticipated sales taxes for said equipment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa approves the authorization of the not to exceed amount of \$2,143 relating to the terms and explanations of this resolution. Further, the Mayor and City Administrator are directed to execute said agreement on behalf of the City.

* * * * *

Passed and approved this 15th day of April, 2019.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Resolution 1802 – A Resolution Entering into an Officer Training Reimbursement Agreement with Zachary Murdock.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Mike Horihan, Chief of Police
DATE:	April 9, 2019

BACKGROUND:

Zachary Murdock has been a dedicated certified reserve police for the City of West Branch for the last two years. He is committed to be a WBPD Officer and now lives in the City of West Branch. Mr. Murdock took the police written test and scored 100 percent. He is prepared to sign an employee agreement that he would reimburse the city of any training costs if he should leave the employment of West Branch within a 4 year period. A Declining scale would be used should this departure occur. Zachary currently paid \$19.50 dollars an hour prior to completion of the academy and then his salary will be increased (to the wage of our last patrol officer) to \$22.90.

STAFF RECOMMENDATION: Approve Resolution – Move to Action
--

REVIEWED BY CITY ADMINISTRATOR:
--

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"Turning Vision into Reality is our Business"

OFFICER TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered this ____ day of April, 2019, by and between the City of West Branch, Iowa, an Iowa municipal corporation, 110 N. Poplar Street, West Branch, Iowa (The "CITY") and Zack Murdock, DOB 11/4/1988, 573 N. 4th Street, West Branch, Iowa 52358 (the "EMPLOYEE").

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A POLICE OFFICER, AND TO SPECIFY THE CONSIDERATION THAT THE EMPLOYEE PROVIDES THE CITY IN RETURN FOR THE TRAINING. THIS AGREEMENT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT THAT WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON THE EMPLOYEE. |

NOW, THEREFORE, THE CITY AND THE EMPLOYEE, FOR CONSIDERATION HEREIN SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

1. TRAINING OF THE EMPLOYEE

A. The CITY and the EMPLOYEE hereby expressly agree that the CITY shall pay the total training expenses as defined and set forth below for the EMPLOYEE to attend the Iowa Law Enforcement Academy (The "Academy") as soon as the EMPLOYEE is accepted into the program. The CITY shall also pay for all other expenses, as detailed below, that are specifically related to the EMPLOYEE'S training. Total training expenses ("Total Training Expenses") represents the actual amounts of:

- a. Any overtime incurred by a field training officer for preparation or reporting of activities directly related to, and specifically for the EMPLOYEE'S training;
- b. The cost of travel to and from the Iowa Law Enforcement Academy;
- c. Any monies paid to the EMPLOYEE for reimbursable expenses while studying for classes at the Iowa Law Enforcement Academy;
- d. The EMPLOYEE'S mileage, food, lodging and tuition while attending the Iowa Law Enforcement Academy;
- e. All costs associated with the replacing of an officer while in training, if the replacement officer is a temporary employee hired for that purpose only, or if the replacement requires the payment of overtime; and
- f. Any other costs incurred by the CITY relating to the training of the EMPLOYEE.

2. "Total Training Expenses" do not include any time spent by the EMPLOYEE performing other services for the CITY, including dispatching, filing, patrol work, or other work assigned by the CITY.

3. An estimate of Total Training Expenses is set forth in Exhibit "A" attached hereto and incorporated by this reference for the EMPLOYEE'S reference. Both parties hereto acknowledge and agree that Total Training Expenses shall be based on actual costs incurred by the CITY. Accordingly, upon the EMPLOYEE'S successful completion of training at the Academy, certification as a law enforcement officer, and successful completion of Field Training, the CITY shall provide the EMPLOYEE with an itemization of Total Training Expenses incurred by the CITY hereunder for the EMPLOYEE'S files, as set forth in Exhibit "B," which will be completed at the conclusion of the training and supplied to the employee. This final accounting of actual Total Training Expenses shall be in essentially the same format as estimated costs are presented in Exhibit "A" of this Agreement.

B. In the event the EMPLOYEE elects not to complete the Academy training program or does not otherwise successfully complete the Academy training program, the EMPLOYEE shall be released from employment with the CITY, and the EMPLOYEE shall reimburse the CITY for Total Training Expenses incurred to date in accordance with the reimbursement obligations set forth in Section II below.

II. REIMBURSEMENT OF TOTAL TRAINING EXPENSES

A. In consideration for the expenditures incurred by the CITY to train the EMPLOYEE as a police officer, the EMPLOYEE expressly agrees to serve as a full time police officer for the CITY for at least four (4) years from the date upon which the EMPLOYEE graduates from the Academy and has met all other criteria needed to receive proper certification as a law enforcement officer (the "Reimbursement Period").

B. If any of the following occurs during the Reimbursement Period:

1. The EMPLOYEE voluntarily resigns from the West Branch Police Department; OR
2. The EMPLOYEE is dismissed during the probationary period of nine (9) months from the date of certification as an Iowa Peace Officer (said probationary period to expressly include the training period hereunder); OR
3. The EMPLOYEE is properly terminated; THEN the EMPLOYEE shall reimburse the CITY for Total Training Expenses under the terms of this AGREEMENT as set forth below:

Years of Service Following Approved Training	Amount of Reimbursement
0-1 years	100% of actual costs
1-2 years	75% of actual costs
2-3 years	50% of actual costs
3-4 years	25% of actual costs
More than 4 years	No reimbursement required

C. In the event the EMPLOYEE is required to make reimbursement payments hereunder, one hundred per cent (100%) of the total reimbursement is due within thirty (30) days from the date of resignation, dismissal or termination, unless the EMPLOYEE contacts the City Finance Officer to make payment arrangements under the following terms:

1. The first payment shall be made within thirty (30) calendar days from the date of resignation, dismissal, or termination, as applicable, and on the same date for each successive month thereafter until the CITY has been reimbursed in full for Total Training Expenses hereunder.
2. The minimum monthly payment shall be three hundred dollars (\$300.00).
3. Interest shall commence from the date of resignation, dismissal or termination at the rate of six per cent (6%) per year, and shall be calculated on the unpaid principal balance to the date of each installment paid, with the payments being credited first to the accrued interest and then to the reduction of principal.
4. Until such time as the CITY has been reimbursed in full by the EMPLOYEE in accordance with the terms of this Agreement, the EMPLOYEE has an ongoing duty to notify the CITY of any change in

the EMPLOYEE'S place of residence. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence.

The EMPLOYEE does hereby expressly acknowledge and understand that, in addition to any remedies at law or in equity that the CITY may have to recover Total Training Expenses hereunder, the CITY may, at its sole election, also seek to have the EMPLOYEE decertified as an Iowa law enforcement officer.

THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATION SET FORTH HEREUNDER IS MANDATORY. IN OTHER WORDS, WHILE THE CITY HAS THE DISCRETION TO DETERMINE WHETHER TO SEEK DECERTIFICATION OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, NO SUCH AFFIRMATIVE ELECTION OF ENFORCEMENT IS REQUIRED FOR REIMBURSEMENT HEREUNDER. FAILURE ON THE PART OF THE EMPLOYEE TO SATISFY THE EMPLOYEE'S EMPLOYMENT OBLIGATION DURING THE REIMBURSEMENT PERIOD HEREUNDER SHALL AUTOMATICALLY TRIGGER MANDATORY REIMBURSEMENT OF TOTAL TRAINING EXPENSES UNDER THIS AGREEMENT.

If the EMPLOYEE is dismissed for any reason other than those set forth in Section II(B) above, such as reduction in force, the EMPLOYEE shall not be required to reimburse the CITY for any unpaid Training Expenses incurred hereunder.

If the EMPLOYEE is killed or permanently and totally disabled, as defined under Chapter 85 and 411 of the Code of Iowa, while in the employ of the CITY, Total Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.

III. DUTIES DURING TRAINING

A. The EMPLOYEE may, at the CITY'S sole option, be required by the CITY to work for the West Branch Police Department while attending the Academy training program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the EMPLOYEE in attendance at the Academy training program and in service to the West Branch Police Department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the CITY.

IV. BONA FIDE EMPLOYMENT

A. The EMPLOYEE does hereby expressly acknowledge that the CITY is entering into this Agreement to facilitate the bona fide employment of the EMPLOYEE as a police officer by the CITY. Accordingly, the EMPLOYEE does hereby further acknowledge that the EMPLOYEE is not entering into this Agreement to achieve certification as a law enforcement officer by way of "sponsorship" through the CITY for the Academy training program.

V. CONTROLLING LAW

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

VI. HEADINGS

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

VII. SEVERABILITY

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

VIII. AUTHORITY

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

IX. FINAL AGREEMENT

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

EMPLOYEE:

CITY:

By: _____
Zack Murdock

Roger Laughlin, Mayor

ATTEST:

Redmond Jones, City Administrator/Clerk

EXHIBIT "A"

The following is an estimate of Training Costs for Zack Murdock for attendance and training at the Iowa Law Enforcement Academy:

Tuition	\$6,240.00
Meals Fee	\$ 826.50
Uniform fees	\$ 225.00
Taser training	\$ 225.00

TOTAL REIMBURSABLE COSTS:	\$7,516.50
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RESOLUTION 1802

A RESOLUTION ENTERING INTO AN OFFICER TRAINING REIMBURSEMENT AGREEMENT WITH ZACHARY MURDOCK

WHEREAS, the City of West Branch has hired Zachary Murdock as a Police Officer in West Branch; and

WHEREAS, the City Attorney has prepared an officer training reimbursement agreement which requires City approval from the City Council; and

WHEREAS, based on the terms of the training reimbursement agreement, the aforementioned officer will reimburse the City should he leave before four years of service.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa approves the authorization of the aforementioned officer training reimbursement agreement be and the same is hereby approved by City Council of the City of West Branch. Further, the Mayor and City Administrator are directed to execute said agreement on behalf of the City.

* * * * *

Passed and approved this 15th day of April, 2019.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Discussion Item: School District Facilities Update (Bond Referendum)
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Marty Jimmerson, Superintendent
DATE:	April 10, 2019

BACKGROUND:

Back in October, West Branch Community Schools asked for feedback about the past bond referendum as well as what citizens saw as the most critical needs in the School district. This discussion is anticipated to cover the outcomes of these efforts and introspection on the next steps and strategies as we move forward to an anticipated upcoming bond issue.

STAFF RECOMMENDATION: Informational / Seek Further Direction

REVIEWED BY CITY ADMINISTRATOR:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Discussion Item: Joint Grass Cutting Proposal and Any Other Service Sharing Opportunities (Marketing).
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Marty Jimmerson, Superintendent
DATE:	April 10, 2019

BACKGROUND:

In the effort to join resources where it makes sense and serves as a win / win for both agencies the School District and the City of West Branch have been open to finding ways to combine resources. Grass cutting was a measure proposed from the School District administration to investigate ways the City could in a limited scope handling the mowing of select key portion(s) of the school district grounds. In exchange the school district would forgive the estimated \$54,202.05 owed by the City for the Poplar / Library Parking Lot project.

Potential Benefits for the School District:

This joint agreement would help the district save money in the short-term. The school district is also interested in a long- term partnership with the city that could provide future cost savings while meeting some of our mowing needs.

Potential Benefits for the City:

With the anticipated new Cubby Park coming online in the 2019. A joint agreement could allow the city the ability to bring on full time / part time staff earlier than we anticipated and/or would have budget for. The first year of Cubby Park we are using as a gauging / forecasting year, having the resources to provide more grounds keeping will allow the City to retool faster to the needs of new services.

STAFF RECOMMENDATION: Informational / Seek Further Direction
REVIEWED BY CITY ADMINISTRATOR:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

"Turning Vision into Reality is our Business"



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Discussion Item: Potential Concepts for Middle School Reuse
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Marty Jimmerson, Superintendent / Redmond Jones, City Administrator
DATE:	April 10, 2019

BACKGROUND:

This is intended to be a brainstorming discussion. Idea(s) that have informally been mentioned range from a Community Center to a YMCA operated swimming pool.

We would like the discussion to start with a list of ideas being gathered with ever elected official offering one or two suggestions of potential use(s). The suggestions will be used for basic investigation and for research basis only. We hope by our next meeting in the fall we will have more information as to the general interest for further preliminary efforts.

STAFF RECOMMENDATION:	Informational / Seek Further Direction
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Discussion Item: High School Crosswalk and/or Turning Lane (Resulting from Nearby KLM Development).
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	April 10, 2019

BACKGROUND:

As the Meadows move forward with their last phase(s) and develop gets closer to the High School certain topics and understandings regarding the connection of properties should be clarified. With the anticipation of new streets and new families in the adjacent neighborhood, the question of turning lanes and/or other traffic calming measures, a crosswalk; and/or connecting road way on the adjacent high school property have be topics of conversation.

The intent of this discussion is to get some mutual understanding as to the viability of these options or others should the discussion produce other options.

STAFF RECOMMENDATION: Informational / Seek Further Direction

REVIEWED BY CITY ADMINISTRATOR:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Discussion Item: Update on City Development(s) and Growth Plan
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	April 10, 2019

BACKGROUND:

KLM (Meadows phase 4)

Golf Course (Cedar's Edge / Little Lights)

Loethen Ridge

Pedersen Valley (part 3, phase1)

Northside Condos

23.28 acre Planned Unit Development (north of I-80 / BP Site)

Downtown East Redevelopment (former Croell Redi-mix site)

STAFF RECOMMENDATION: Informational / Seek Further Direction

REVIEWED BY CITY ADMINISTRATOR:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 15, 2019
AGENDA ITEM:	Discussion Item: 28e Agreement Associated with the Rose Bowl Press Box construction.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Kevin Olson, City Attorney
DATE:	April 10, 2019

BACKGROUND:

As a part of the reconstruction of the Press Box at the Little Rose Bowl the city was requested to permit construction within the Right-of-way of Oliphant Street (the portion which was otherwise used as parking). The purpose of this 28e Agreement is to set forth the duties and obligations of the City and the School in connection with the construction of the project by the school.

STAFF RECOMMENDATION: Seeking Direction – Move to Action
REVIEWED BY CITY ADMINISTRATOR:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

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28E AGREEMENT

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

WHEREAS, the Board of Directors of the West Branch Community School District has heretofore deemed it necessary and desirable to reconstruct the press box at the Little Rose Bowl on Oliphant Street (the “Project”); and

WHEREAS, the School has requested that the Project be constructed in part on the Oliphant Street right-of-way; and

WHEREAS, the City has agreed to allow the School to construct the Project within said right-of-way; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

4. DUTIES AND RESPONSIBILITIES OF THE PARTIES.

A. City shall grant to the School, a license to use the Oliphant Street right-of-way, in the form attached hereto as Exhibit “A,” to allow the School to construct the Project in said right-of-way.

B. The School shall pay for the entirety of the construction of the Project.

6. TERM AND TERMINATION OF THIS AGREEMENT. This Agreement shall remain in full force and effect from the approval and execution of the Agreement by the School and the City, until the completion of the Project by the School. After the Project has been

constructed, the terms of the License Agreement shall remain in full force and effect until terminated in accordance with the terms of the License Agreement.

7. NOTICES.

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

For the School:

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

For the City:

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

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

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

Executed and approved this _____ day of _____, 2019.

CITY:

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

Executed and approved this _____ day of _____, 2019.

SCHOOL:

Julie Sexton, Board President

ATTEST:

Angie Klinkhammer, Board Secretary