



**PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY JUNE 3, 2019 IN THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH, IOWA.**

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

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

**AGENDA**

**A. Call to Order**

**B. Opening Ceremonies**

1. Pledge of Allegiance
2. Welcome

**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 May 20, 2019.
2. **Motion to Approve** a Liquor License Renewal for Kum & Go #254, located at 620 S. Downey Street, West Branch, IA 52358.

*"Turning Vision into Reality is our Business"*

3. **Motion to Approve** the Cigarette Permit Renewals for FY 2019 – 2020.
4. **Motion to Approve** an Outdoor Liquor Permit Request for Down Under on June 8, 2019.
5. **Motion to Approve** the Claims Report.

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

1. **Second Reading Ordinance 776** – An Ordinance Vacating Alleys Located in the City of West Branch.
2. **First Reading Amending Chapter 50 of the Code of Ordinances:** Entitled Nuisance Abatement Procedure.
3. **Resolution 1814** – A Resolution Setting Salaries for Appointed Officers and Employees of the City of West Branch, Iowa for Fiscal Year 2019 – 2020.
4. **Resolution 1815** – A Resolution Approving an Agreement Between the Iowa Department of Natural Resources and the City of West Branch Accepting the terms of a Derelict Building Grant for the Amount of \$50,960.
5. **Resolution 1816** – A Resolution Approving the Bid Requirements and Specifications for Asbestos Removal of 325 E. Green Street.
6. **Discussion Item:** Consideration of a Request to Pave the Alley between 4<sup>th</sup> and 5<sup>th</sup>.
7. **Discussion Item:** Consideration of a Request to allow the residents of the west side of Scott Street to maintain public right-of-way along the “Wapsi-West” creek.

**H. Reports**

1. City Administrator’s Report
2. City Attorney Report
3. 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](http://www.westbranchiowa.org/government/council-videos). The minutes are not approved until the next regularly scheduled City Council meeting.)*

**West Branch, Iowa  
Council Chambers**

**City Council Meeting**

**May 20, 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, Jodee Stoolman and Nick Goodweiler were present. Jordan Ellyson and Brian Pierce were absent. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy Clerk Leslie Brick, City Attorney Kevin Olson, City Engineer Dave Schechinger, Chief Mike Horihan, Park & Recreation Director Melissa Russell, Library Director Nick Shimmin and Finance Officer Gordon Edgar.

**GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS**

None.

**PUBLIC COMMENT**

Pete Swisher, National Park Superintendent shared information for an upcoming event later this summer. The event will be held August 21-25 and will celebrate the park's 103<sup>rd</sup> year. Swisher said the event will include a blow up 360 degree theatre featuring the Red Tails and veterans are invited to attend. In addition, BF Burt will perform on the Village Green, visitors can attend a prairie walk and the NPS will host a picnic in the park. Information is available at the visitor center.

Library Director Shimmin presented new tablets to the Council to replace the aging ones currently in use and encouraged the Council to use them and direct all questions to him. Shimmin then presented the first city newsletter which was created in a joint effort by the library and park & recreation staff. The newsletter is available on the city website, city office and will be distributed around town. Shimmin said the newsletter is intended to provide information to residents on upcoming events in West Branch.

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

Motion to Approve Meeting Minutes for City Council Meeting May 6, 2019.

Motion to Approve a Liquor License for BP Amoco dba Parkside Petroleum LLC., located at 401 Parkside Drive.

Motion to Approve a Special Event Permit Application for Summer Festival (Event Coordinator Mike Jones).

Motion to Approve the Claims Report.

May Claims and April Revenue

EXPENDITURES	5/20/2019	
ALLIANT ENERGY	UTILITIES-CUBBY PARK	11,574.74
ALPHA GRAPHICS	SUPPLIES	72.08
AMAZON	BOOKS, OFFICE SUPPLIES	623.90
BAKER & TAYLOR INC.	BOOKS	617.37
BARRON MOTOR SUPPLY	SUPPLIES	117.77
BP AMOCO	VEHICLE FUEL	753.80
CEDAR COUNTY RECORDER	RECORDING FEES	53.00
CJ COOPER & ASSOCIATES	DRUG TESTING	134.80
CROELL, INC.	GRAVEL	414.48
DEMCO	SUPPLIES	818.22
DEWEYS JACK & JILL	SUPPLIES	41.82
EASTERN IOWA BRASS BAND	DEPOSIT	1,500.00
EBSCO INDUSTRIES, INC	SUBSCRIPTIONS	665.90
ECONO SIGNS LLC	SIGNS	3,001.86
ELDON C STUTSMAN INC	SUPPLIES	109.20
ELITE HOLDING COMPANY	SAFETY CLOTHING	542.94
FELD FIRE EQUIPMENT CO. INC	UNIFORMS/SUPPLIES	432.00
HARRY'S CUSTOM TROPHIES LTD	SOCCER MEDALS	150.00

JOHNSON CONTROLS	REPAIR SERVICE	2,122.80
JOHNSON COUNTY REFUSE INC	RECYCLING APRIL 2019	3,956.75
JOURNEYED COM INC	SOFTWARE LICENSE	139.96
KIESLER POLICE SUPPLY, INC	SUPPLIES	122.00
KIRKWOOD COMM. COLLEGE	TRAINING	475.00
L. L. PELLING CO. INC	SUPPLIES	1,829.65
LENOCH & CILEK	SUPPLIES	145.90
LINN COUNTY R.E.C.	STREET LIGHTS	152.65
MENARDS	SUPPLIES	661.64
MISCELLANEOUS VENDOR	BRIAN DRISCOLL:REFUND	45.00
NAEMT	TRAINING	160.00
NEEDHAM EXCAVATING, INC	308 PV PARK CONST	293,821.57
OASIS ELECTRIC LLC	ELECTRICAL SERVICE-EQUIPMENT	5,400.57
OFFICE OF AUDITOR OF STATE	AUDIT SERVICES	13,579.28
OVERDRIVE INC	AUDIO BOOKS	778.91
PITNEY BOWES PURCHASE POWER	LIB REPLENISH POSTAGE METER	1,003.50
PLAY IT AGAIN SPORTS	SUPPLIES	907.80
PUTNAM MUSEUM & IMAX THEATRE	LIBRARY PASSES	50.00
QUALITY ENGRAVED SIGNS	NAME PLATE	20.00
QUILL CORP	OFFICE SUPPLIES	370.47
RIVER PRODUCTS COMPANY INC	ROCK	963.49
STATE HYGIENIC LAB	LAB ANALYSIS	328.50
STATE INDUSTRIAL PRODUCTS	CHEMICALS	244.00
STEVEN M BERRY	BUILDING INCENTIVE PAYMENT	289.57
TAYLOR CONSTRUCTION INC	COLL ST BRIDGE & RELATED WORK	361,163.95
UNIFORM DEN INC.	UNIFORMS	280.90
UPS	SHIPPING	34.23
US BANK CORPORATE CARD	SUPPLIES, EQUIPMENT	4,056.58
USA BLUE BOOK	SUPPLIES	403.03
WALMART COMMUNITY/RFCSELLC	SUPPLIES	313.69
WEST BRANCH FORD	VEHICLE REPAIR	633.08
WEST BRANCH TIMES	SUBSCRIPTION	775.41
WEX BANK	VEHICLE FUEL	1,255.22
ZACK MURDOCK	MEALS	150.18
TOTAL		718,259.16
PAYROLL	5/17/2019	55,749.83
PAID BETWEEN MEETINGS		
CROY, DAKOTA	UTILITY REFUND	78.78
HILL, SHERRY	UTILITY REFUND	66.45
TOTAL		145.23
GRAND TOTAL EXPENDITURES		774,154.22
FUND TOTALS		
001 GENERAL FUND	53,107.03	
022 CIVIC CENTER	417.20	
031 LIBRARY	12,753.75	
110 ROAD USE TAX	10,866.45	
112 TRUST AND AGENCY	12,998.14	
308 PARK IMP - PEDERSEN VALLEY	295,850.73	
310 COLLEGE STREET BRIDGE	203,051.04	
318 COLLEGE ST & 2ND ST IMP PROJECT	158,112.91	
600 WATER FUND	11,537.23	
610 SEWER FUND	15,459.74	
GRAND TOTAL	774,154.22	
REVENUE-FISCAL YEAR 2019		
FUND APRIL		

001 GENERAL FUND	360,553.17
022 CIVIC CENTER	4,708.93
031 LIBRARY	10,766.34
036 TORT LIABILITY	12,646.50
110 ROAD USE TAX	12,637.34
112 TRUST & AGENCY	79,248.38
119 EMERGENCY TAX FUND	9,975.10
121 LOCAL OPTION SALES TAX	16,222.62
125 TIF	174,118.56
226 DEBT SERVICE	88,824.77
500 CEMETERY PERPETUAL FUND	300.48
502 KROUTH INTEREST FUND	0.17
600 WATER FUND	41,981.05
610 SEWER FUND	36,990.72
740 STORM WATER UTILITY	4,957.89
TOTAL	853,932.02

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

**PUBLIC HEARING / NON-CONSENT AGENDA**

Resolution 1799 – Approving Change Order #8 for \$5,485.75 for the Lift Rental Expense Related to Work Stoppage, Additional Installation Labor, and Material Transportation related to the Pavilion Panels. /Move to action.

Point Builders, Gabe Kenicker was present. Jones said the contractor, Point Builders had prepared a revised change order for the work to remove and apply a film to the panels for the concession stand. The original change order submitted has been reduced by more than two thousand dollars. Stoolman stated that the labor charges were outrageous at ninety dollars an hour and felt the number of hours charged to transfer the panels from Cubby park to the public works shop were excessive. Stoolman said she would be voting “No” until the labor costs were reduced further.

Motion by Goodweiler, second by Miller to approve Resolution 1799. AYES: Goodweiler, Miller. NAYS: Stoolman. Absent: Ellyson, Pierce. Motion failed.

Public Hearing: Regarding the Proposal to Vacate Certain Alleys Located in the City of West Branch.

Laughlin opened the public hearing at 7:24 p.m. Jose Carrillo, 320 N. 4<sup>th</sup> St. West Branch, was present and asked for clarification on which alley was being vacated with the proposed ordinance. Olson explained that several alleys were vacated in 2007 but not all of them were recorded with Cedar County. Olson went on to explain that the alley to the south of his property was being officially vacated at this time. Carrillo said there was also an alley at the rear of his property that the County didn’t have recorded as vacated as well. Olson said he would look into that at a later time. Dave Peden, 35 Greenview asked if vacated alleys had utilities located. Carrillo said he was not aware of any utilities in this area as there have been no indication in the forty seven years that he’s lived at his property. Bonnie Willoughby, 630 E. Main St. said she is wanting to build a garage in the rear of her property and requested the alley at the rear of her property. Willoughby said the alley in its current condition is not accessible and dead ends at the east of her property. There were no other comments. Laughlin closed the public hearing at 7:35 p.m.

First Reading Ordinance 776 – An Ordinance Vacating Alleys Located in the City of West Branch. /Move to action.

Motion by Goodweiler, second by Stoolman to approve the first reading of Ordinance 776. AYES: Goodweiler, Stoolman, Miller. NAYS: None. Absent: Ellyson, Pierce. Motion carried.

Discussion: Evaluating / Prioritizing Wapsinonic Creek widening preliminary cost and other park related improvements.

Jones recapped the information on the quote for the creek widening and stated that the storm water utility fund has approximately one hundred thousand dollars available toward the project. Other funds could be made available from the value engineering from Cubby Park. The council reviewed the information provided and determined that items needed for Cubby Park take priority. Laughlin said once Cubby Park has what it needs, then at that time they can determine what funds are available for the creek project.

Discussion: Garbage collection contract and potential switch to automated waste can service.

Jones explained that the city's current vendor, Johnson County Refuse is moving towards a fully automated trash collection service. The vendor has provided the city with quotes for two different can sizes based on residential needs. Jones reminded that the quotes provided, include the mandatory recycling charge of \$4.75. Jones went on to explain the potential increase in fees for some residents and listed pros and cons with the change. Jones stated the current contract expires June 30, 2020 so decisions will need to be made so as to not have a disruption in service. Jones suggested doing an RPF process to gain other service options. Council members Miller and Goodweiler were in support of the change, Stoolman expressed her concern with additional fees to residents. City Attorney Olson noted that the city code may also need to be updated with any change and that he would work with Jones when moving forward.

Discussion: New and revamped proposed Nuisance Abatement Ordinance and process.

Jones provided a draft ordinance to the Council for the city's nuisance abatement process. Jones said that recently Clinton Iowa rewrote their nuisance code and have been very successful with overcoming their nuisance property problems. Jones said he and staff had recently attended a nuisance conference and much information and insight was gained. Jones asked the Council to review the current and draft ordinance and provide any feedback. Laughlin also mentioned that a committee should be established for handling the nuisance process which would include himself and one or two council members along with staff.

Resolution 1810 – Approving Change Order #1 in the amount of \$2,822.50 in project savings for the College Street Bridge Project. / Move to action.

Schechinger explained that the change order for this portion of the project came in under budget. Manholes were planned to be replaced but were found in good condition and therefore did not need full replacement. Motion by Stoolman, second by Goodweiler to approve Resolution 1810. AYES: Stoolman, Goodweiler, Miller. NAYS: None. Absent: Ellyson, Pierce. Motion carried.

Resolution 1811 – Approving Partial Pay Estimate # 1 in the amount of \$361,163.95 to Taylor Construction Inc. for the College Street Bridge Project. /Move to action.

Schechinger gave an update on the projects progress and said that things were going better than expected. Schechinger recommended approval for the partial pay estimate. Motion by Goodweiler, second by Stoolman to approve Resolution 1811. AYES: Goodweiler, Stoolman, Miller. NAYS: None. Absent: Ellyson, Pierce. Motion carried.

Resolution 1812 – Approving an agreement allowing the use of right-of-way for hauling. /Move to action.

By Council direction from the last council meeting, Olson drafted an agreement between the developer and the City for Sexton to repair any damage to Greenview Drive from the truck hauling traffic. Dave and Kathy Peden, 35 Greenview Drive, expressed concerns over dust being generated from the hauling of dirt and requested that Sexton maintain a semi-dustless surface during the process. Peden stated that there was a city ordinance for dust and that it should be enforced. Olson was not aware of the dust ordinance Peden was referencing but said he would look into it. Sexton said he would try to limit the dust created. Motion by Goodweiler, second by Stoolman to approve Resolution 1812. AYES: Goodweiler, Stoolman, Miller. NAYS: None. Absent: Ellyson, Pierce. Motion carried.

Resolution 1813 – Approving quotes in the amount of \$62,531.50 from L.L. Pelling Company, Inc. for city road and trail improvements for city parks and Hoover Nature Trails. /Move to action.

Jones reminded the Council that the information provided were quotes for chip & seal prices for 2019. No projects were scheduled at this time and that the quotes just guarantee the price.

Motion by Goodweiler, second by Miller to approve Resolution 1813. AYES: Goodweiler, Miller, Stoolman. NAYS: None. Absent: Ellyson, Pierce. Motion carried.

**CITY ADMINISTRATOR REPORT**

Jones invited the Council to a public meeting on the I-80 widening project presented by the Iowa DOT on June 5<sup>th</sup> at the Town Hall. Jones also reported that he has been in contact with the Service Line Warranty program personnel and that they committed to try getting local contractors certified to perform warranty work. Laughlin said he reached out to the City of West Liberty who also uses this program and they have had no issues.

**CITY ATTORNEY REPORT**

No report.

**STAFF REPORTS**

No report.

**COMMENTS FROM MAYOR AND COUNCIL MEMBER**

Goodweiler asked if staff had reached out the 8<sup>th</sup> grade students regarding the community garden project. Russell replied that she had and was awaiting a return response.

Laughlin said the city should be hearing soon regarding the derelict grant. He also suggested that he and staff members get together and create a punch list for Cubby Park and the remaining outstanding items. The final completion date is Friday, May 24<sup>th</sup>. Russell said she didn't believe the items would be complete by that time. Laughlin also said that radio communication with the County is an ongoing issue.

**ADJOURNMENT**

Motion to adjourn by Stoolman, second by Goodweiler. Motion carried on a voice vote. City Council meeting adjourned at 8:53 p.m.

---

Roger Laughlin, Mayor

ATTEST: \_\_\_\_\_  
Leslie Brick, Deputy City Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	June 3, 2019
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> a Liquor License Renewal for Kum & Go #254, located at 620 S. Downey Street, West Branch IA 52358.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Leslie Brick, Deputy City Clerk
<b>DATE:</b>	May 28, 2019

**BACKGROUND:**

Approve Class E Liquor license with privileges: Class B Carryout Wine permit, Class C Carryout Beer permit, and Sunday Sales permit for Kum & Go, LC, dba Kum & Go #254. Renewal effective 7/1/2019 to 6/30/2020.

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

*"Turning Vision into Reality is our Business"*



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	June 3, 2019
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> the Cigarette Permit Renewals for FY 2019 – 2020.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Leslie Brick, Deputy City Clerk
<b>DATE:</b>	May 28, 2019

**BACKGROUND:**

Approve FY 20 Cigarette Permit renewals for:

- Kum & Go LC dba Kum & Go #254
- Fisher’s Market Nauvoo IL Inc. dba Dewey’s Jack & Jill
- Casey’s Marketing Company, dba Casey’s General Store #3463
- BP Amoco
- Parkside Petroleum LLC (effective date in June to be determine)

Renewals effective July 1, 2019 to June 30, 2020.

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

*"Turning Vision into Reality is our Business"*



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	June 3, 2019
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> an Outdoor Liquor Permit Request for the Down Under on June 8, 2019.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Leslie Brick, Deputy City Clerk
<b>DATE:</b>	May 28, 2019

**BACKGROUND:**

Approve Class C Liquor License (LC) (Commercial) with Outdoor Service for The Down Under on June 8, 2019

Saturday, June 8, 2019, Noon to midnight

Tables and chairs will be placed on the sidewalk and grassy areas on the east side of the Hoover House. Fencing will surround the 24' x 60' fenced in area in Heritage Square Park.

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

*"Turning Vision into Reality is our Business"*



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> June 3, 2019
-----------------------------------

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

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

<b>REVIEWED BY CITY ADMINISTRATOR:</b>
<b>COUNCIL ACTION:</b>
<b>MOTION BY:</b>
<b>SECOND BY:</b>

*"Turning Vision into Reality is our Business"*

**EXPENDITURES**

6/3/2019

BEST BUY BUSINESS ADVANTAGE	OFFICE EQUIPMENT	379.98
BRET F STOUT	WATER & STORM WATER REPAIRS	12,080.00
CAJ ENTERPRISES INC	ROAD ROCK	778.16
HAWKINS INC	CHEMICALS	537.80
HORIHAN, MIKE	TRAVEL EXPENSE	20.00
HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES	132.04
IOWA ONE CALL	LOCATION SERVICE	60.30
JOHN DEERE FINANCIAL	SUPPLIES	9.38
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,280.75
MENARDS	SUPPLIES	723.87
MOORE'S WELDING INC	VEHICLE REPAIR	70.00
PORT 'O' JONNY INC.	SERVICE- WAPSI PARK	180.00
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	944.00
REDMOND JONES II	MILEAGE & PARKING	45.59
SHRED-IT USA	DOCUMENT DESTRUCTION	48.15
STATE INDUSTRIAL PRODUCTS	CHEMICALS	210.81
VEENSTRA & KIMM INC.	318 COLL ST & 2ND ST IMP	7,435.52
VEENSTRA & KIMM INC.	WW TREATMENT PLANT FACILTU STUDY	450.88
VEENSTRA & KIMM INC.	MEADOWS 3 & 4 CONST REVIEW	2,285.14
VEENSTRA & KIMM INC.	310 COLL ST BRIDGE - BID & CONST	8,788.89
VEENSTRA & KIMM INC.	UTILITY RELOCATION - I80 DESIGN	1,044.00

**TOTAL** 37,505.26**PAYROLL** 5/31/2019 44,311.27**PAID BETWEEN MEETINGS**

COMMUNITY STATE BANK PRINCIPAL &amp; INTEREST 160,267.03

**GRAND TOTAL EXPENDITURES** 242,083.56**FUND TOTALS**

001 GENERAL FUND	26,243.70
022 CIVIC CENTER	43.29
031 LIBRARY	5,235.87
110 ROAD USE TAX	3,604.27
112 TRUST AND AGENCY	4,999.83
226 DEBT SERVICE	160,267.03
310 COLLEGE STREET BRIDGE	8,788.89
318 COLLEGE ST & 2ND ST IMP	7,435.52
600 WATER FUND	14,573.73
610 SEWER FUND	6,941.43
740 STORM WATER UTILITY	3,950.00

**GRAND TOTAL** 242,083.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	BEST BUY BUSINESS ADVANTAGE ACCOUNT LIBERTY COMMUNICATIONS HORIHAM, MIKE	OFFICE EQUIPMENT	379.98
			TELEPHONE SERVICE	250.35
			TRAVEL EXPENSE	20.00
			TOTAL:	650.33
FIRE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	100.42
			TOTAL:	100.42
PARK & RECREATION	GENERAL FUND	PORT 'O' JONNY INC. MENARDS  JOHN DEERE FINANCIAL CAJ ENTERPRISES INC LIBERTY COMMUNICATIONS HY-VEE ACCOUNTS RECEIVABLE	SERVICE- WAPSI PARK	90.00
			SUPPLIES	449.90
			SUPPLIES	273.97
			SUPPLIES	9.38
			RIVER ROCK	181.34
			TELEPHONE SERVICE	153.08
			SUPPLIES	132.04
			TOTAL:	1,289.71
			CEMETERY	GENERAL FUND
TOTAL:	90.00			
CLERK & TREASURER	GENERAL FUND	LIBERTY COMMUNICATIONS REDMOND JONES II SHRED-IT USA	TELEPHONE SERVICE	328.53
			MILEAGE & PARKING	45.59
			DOCUMENT DESTRUCTION	48.15
			TOTAL:	422.27
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	64.95
			TOTAL:	64.95
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	ENG SERV-MEADOWS 3 & 4 COM	2,285.14
			TOTAL:	2,285.14
TOWN HALL	CIVIC CENTER	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.29
			TOTAL:	43.29
LIBRARY	LIBRARY	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	186.38
			TOTAL:	186.38
ROADS & STREETS	ROAD USE TAX	CAJ ENTERPRISES INC  LIBERTY COMMUNICATIONS STATE INDUSTRIAL PRODUCTS MOORE'S WELDING INC	ROAD ROCK	371.82
			COLD PATCH	225.00
			TELEPHONE SERVICE	51.25
			CHRMICALS	210.81
			VEHICLE REPAIR	70.00
			TOTAL:	928.88
INVALID DEPARTMENT	COLLEGE STREET BRI	VEENSTRA & KIMM INC.	310 COLL ST BRIDGE BID & C	8,788.89
			TOTAL:	8,788.89
INVALID DEPARTMENT	COLLEGE ST & 2ND S	VEENSTRA & KIMM INC.	318 COLL ST & 2ND ST IMP	805.00
			318 COLL ST & 2ND ST IMP	6,630.52
			TOTAL:	7,435.52
WATER OPERATING	WATER FUND	IOWA ONE CALL HAWKINS INC VEENSTRA & KIMM INC. LIBERTY COMMUNICATIONS BRET P STOUT	LOCATION SERVICE	30.15
			CHEMICALS	537.80
			UTILITY RELOCATION I-80 WI	522.00
			TELEPHONE SERVICE	51.25
			WATER & STORM WATER REPAIR	8,130.00
			TOTAL:	9,271.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	9,271.20
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	LOCATION SERVICE	30.15
		QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	944.00
		VEENSTRA & KIMM INC.	WW TREATMENT PLANT FAC STU	450.88
			UTILITY RELOCATION I-80 WI	522.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.25
			TOTAL:	1,998.28
STORM WATER UTILITY	STORM WATER UTILIT	BRET F STOUT	WATER & STORM WATER REPAIR	3,950.00
			TOTAL:	3,950.00

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

001	GENERAL FUND	4,902.82
022	CIVIC CENTER	43.29
031	LIBRARY	186.38
110	ROAD USE TAX	928.88
310	COLLEGE STREET BRIDGE	8,788.89
318	COLLEGE ST & 2ND ST IMPRO	7,435.52
600	WATER FUND	9,271.20
610	SEWER FUND	1,998.28
740	STORM WATER UTILITY	3,950.00
-----		
GRAND TOTAL:		37,505.26
-----		



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	June 3, 2019
<b>AGENDA ITEM:</b>	<b>Second Reading Ordinance 766</b> – An Ordinance Vacating Alleys Located in the City of West Branch.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Leslie Brick, Deputy Clerk
<b>DATE:</b>	May 28, 2019

**BACKGROUND:**

The following vacations have been reviewed by Public Works for utilities within the alleys proposed to be vacated and none were found. The following alleys are being proposed:

1. That certain 16-foot alley located to the **north** of Lot 19 and the **south** of Lot 20 in In Townsend’s and Gue’s Addition to West Branch, Cedar County, Iowa; and  
  
(Ordinance 631, passed on June 18, 2007 was incorrect, this corrects that alley vacation.)
  
2. That certain alley located between Lots B and C in Block 47 in Joseph Steer’s Plat , West Branch, Cedar County, Iowa  
  
(By request of Chris Kofoed. Ordinance 179 vacated an adjacent alley 1956, but this portion was missed.)
  
3. That certain alley located adjacent to and south of Lot 49 in Block 6 in the town of Cameron, now City of West Branch, Iowa.  
  
(By request of Bonnie Willoughby, property owner of 630 E. Main St., would like to build a garage in the rear of her property.)

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

*"Turning Vision into Reality is our Business"*



**Parcel Number:** 0500-13-05-353-011-0  
**Deed Holder:** CARRILLO JOSE & LINDA  
**Property Address:** 320 N 4TH ST  
 WEST BRANCH, IA 52358-000 [MAP THIS ADDRESS](#)  
**Class:** RESIDENTIAL  
**Map Area:** WEST BRANCH  
**Tax District:** 500  
**Plat Map:** 342  
**Legal Description:** WEST BRANCH(TOWNSEND'S) LOTS 20 & 21 IN BLOCK 12  
 (NOT TO BE USED ON LEGAL DOCUMENTS)  
**Property Report:** [PROPERTY REPORT \(PDF FILE\)](#)



**Tax Information:** [TAX INFORMATION](#)



1 / 1



Current Value as of January 1, 2018; Taxes payable fall 2019 & spring 2020.

Land Value	Dwelling Value	Improvement Value	Total Value
\$23,840	\$76,200	\$0	\$100,040

[Get Current Year Tax Estimate](#)

Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2018	\$23,840	\$76,200	\$0	\$100,040
2017	\$23,840	\$76,200	\$0	\$100,040
<a href="#">More Years...</a>				

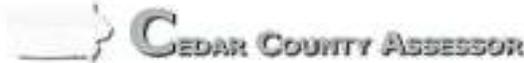
Land Front Foot Information

Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	78.00	78.00	127.00	127.00	75.66
<b>Total SF 9,906</b>					
<b>Total Acres 0.227</b>					

Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

Residential Building Information

Occupancy	Style	Year Built	Total Living Area
Single-Family / Owner Occupied	1 Story Frame	1899	1,310



Parcel Number: 0500-13-05-353-012-0  
 Deed Holder: TIDRICK ROONEY L & RICHARDS  
 Property Address: 310 N 4TH ST  
 WEST BRANCH, IA 52358-000 [MAP THIS ADDRESS](#)  
 Class: RESIDENTIAL  
 Map Area: WEST BRANCH  
 Tax District: 500  
 Plat Map: 342  
 Legal Description: WEST BRANCH(TOWNSHENDS) LOTS 18 & 19 IN BLOCK 12  
 (NOT TO BE USED ON LEGAL DOCUMENTS)  
 Property Report: [PROPERTY REPORT \(PDF FILE\)](#)



Tax Information: TAX INFORMATION



1 / 1



Current Value as of January 1, 2018; Taxes payable fall 2019 & spring 2020.

Land Value	Dwelling Value	Improvement Value	Total Value
\$20,390	\$74,280	\$0	\$94,670

[Get Current Year Tax Estimate](#)

Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2018	\$20,390	\$74,280	\$0	\$94,670
2017	\$20,390	\$74,280	\$0	\$94,670
<a href="#">More Years...</a>				

Land Front Foot Information

Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	78.00	78.00	90.00	90.00	64.74
Total SF 7,020					
Total Acres 0.161					

Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

Residential Building Information

Occupancy	Style	Year Built	Total Living Area
-----------	-------	------------	-------------------

IN RE  
Town of Cameron  
Cedar County, Iowa

PLAT  
Filed:  
January 4, 1970  
Book E, Page 438

Downey Street

Block 36

Block 24

Coledge

First Street

St.

Block 35

Block 25

Second Street

Block 23

Green

St.

Block 34

Block 26

Block 22

6 x 5  
7 x 8  
Section  
Corners

60'

MAIN

STREET

60'

Entry 12

Page 7

TIPTON TITLE CORPORATION, Tipton, Iowa.

Orange St.

60'



Depot Street  
Depot Grounds

Coledge

Block 13

Fourth Street

Green St

60'

60'

60'

60'

Townsend Lots 20 & 21 Block 12

### Cedar County, IA



1 in. = 43ft

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION



#### Legend

- Road
  - all other roads
  - Interstate
  - US-Highway
  - State Numbered Highway
- Railroad
- Address Point
- Parcel
- Parcel Number/Acre
- Leased Land
- Corporate Limit Line
- Land Hook
- Original Lot
- Original Block
- Park
- Section
- County Boundary

*18 foot alleys*

#### Notes



Book 849 Page 338

Document 2007 2475 Pages 1

Date 6/22/2007 Time 12:43:46PM

Rec Amt \$7.00

*pd*

CHARLINE L THUMM, RECORDER  
CEDAR COUNTY IOWA

Prepared By Bruce D. Goddard, Attorney at Law, 103 E. College St., #311, Iowa City, IA 52240, (319) 339-0304  
ORDINANCE NO. 631

AN ORDINANCE VACATING ALLEYS

1. BE IT ENACTED by the Council of the City of West Branch, Iowa, that the following alleys within the corporate limits are hereby vacated:

The 16' alley located to the ~~south~~<sup>north</sup> of Lot 19, and to the ~~north~~<sup>south</sup> of Lot 20 in Townsend and Gue's Addition to, West Branch, Cedar County, Iowa.

The Mayor and the City Clerk are hereby authorized and directed to sign a quitclaim deed conveying said alley to the adjacent owners.

Said quitclaim deed shall include a provision stating that the conveyance is subject to an easement for the purpose of the installation and maintenance of utilities.

Passed and approved this 18<sup>th</sup> day of June, 2007.

Read First Time: May 7, 2007  
Read Second Time: June 4, 2007  
Read Third Time: June 18, 2007

*Sandy Hatfield*  
SANDY HATFIELD, MAYOR



ATTEST:

*Deb Fiderlein*  
DEB FIDERLEIN, DEPUTY CITY CLERK

RETURN TO: CITY OF WEST BRANCH, PO BOX 218, WEST BRANCH, IOWA 52358

BOOK 849 PAGE 338

# Memo

**To:** City Council  
**From:** Ty Doermann, City Administrator  
**CC:** Mayor Hatfield  
**Date:** 5/3/2007  
**Re:** Vacating Alley

---

## Background

West Branch City Council approved vacating several City alleys and deeding them over to the adjacent property owners late this past fall. The City discussed leaving one east to west alley open for the winter to see if the north south alley could be maintained to a passable condition.

## Status

Brian felt the Public Works Department was able to keep that alley in good condition. The City only received one complaint this past winter and it was more on the line of other peoples vehicles being parked in the alley, not a complaint of the alley being snow or ice covered. The Council has asked to have this item placed on the agenda for discussion.

## Fiscal Impact

None.

## Recommendations

Yes vote: The City Administrator will place the second reading on the agenda at the next meeting.

No vote: The City Administrator will await further direction from the City Council.

Amend: The Council can make changes to any plan.

(I recommend **YES** on this issue because it has been proven that the City can maintain this alley adequately).



# CEDAR COUNTY ASSESSOR

**Parcel Number:** 0500-13-07-226-004-0  
**Deed Holder:** KKS GS TRUST  
**Deed Holder 2:** CJK GS TRUST  
**Deed Holder 3:** LAD GS TRUST  
**Deed Holder 4:** KOPOED AUDREY R & CHRIS J CO-TRUSTEES  
**Property Address:** 216 W MAIN ST  
 WEST BRANCH, IA 52358-000 [MAP THIS ADDRESS](#)  
**Class:** RESIDENTIAL  
**Map Area:** WEST BRANCH  
**Tax District:** 500  
**Plat Map:** 346  
**Legal Description:** STEER'S 2ND ADDITION LOT C BLOCK 47 & W 1/2 OF S 1/2 ALLEY BETWEEN LOTS B & C BLOCK 47  
 (NOT TO BE USED ON LEGAL DOCUMENTS)  
**Property Report:** [PROPERTY REPORT \(PDF FILE\)](#)



**Tax Information:** [TAX INFORMATION](#)



1 / 1



Current Value as of January 1, 2018; Taxes payable fall 2018 & spring 2020.

Land Value	Dwelling Value	Improvement Value	Total Value
\$13,220	\$0	\$0	\$13,220

[Get Current Year Tax Estimate](#)

Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2018	\$13,220	\$0	\$0	\$13,220
2017	\$13,220	\$0	\$0	\$13,220
<a href="#">More Years...</a>				

Land Front Foot Information

Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	40.00	40.00	150.00	150.00	40.80
Sub Lot 2	6.00	6.00	75.00	75.00	1.74
<b>Total SF 6,450</b>					
<b>Total Acres 0.148</b>					

Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

# Cedar County, IA



1 in. = 52ft

This Cadastral Map is for informational purposes only. It does not purport to represent a precisely boundary survey of the parcels shown and shall not be used for conveyance or the establishment of precisely boundaries. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



- Legend**
- Road
    - call other status —
    - virtual —
    - US highway —
    - State Numbered Highway —
  - Railroad
  - Address Point
  - Parcel
  - Parcel Number/Address
  - Leased Land
  - Corporate Limit Line
  - Land Hook
  - Park
  - Section
  - County Boundary

**Notes**

216 W Main (3 parcel)  
212 W Main (2 parcel)

ORDINANCE NO. 179

AN ORDINANCE VACATING AN UNNAMED STREET LOCATED SOUTH OF LOTS A, B, C, D, E, AND UNIDENTIFIED STRIP OF LAND TWELVE (12) FEET IN WIDTH LYING BETWEEN THE SAID LOTS B AND C, AND LYING NORTH OF LOTS G AND F, ALL IN JOSEPH STEERS PLAT NO. 2 TO THE TOWN OF WEST BRANCH, CEDAR COUNTY, IOWA

WHEREAS, the Town of West Branch, Cedar County, Iowa, is the owner of an unnamed public street in West Branch, Iowa located south of lots A, B, C, D, E, and unidentified strip of land twelve (12) feet in width lying between the said lots B and C, and lying north of lots G and F, all in Joseph Steers Plat no. 2; and

WHEREAS, said street is not suitable nor necessary, and no longer used for public travel; and

WHEREAS, it would be advantageous to the Town of West Branch, Iowa and to the public to vacate said street:

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF WEST BRANCH, IOWA:

Section 1. That the unnamed street located south of lots A, B, C, D, E, and unidentified strip of land twelve (12) feet in width lying between the said lots B and C, and lying north of lots G and F, all in Joseph Steers Plat no. 2 in the Town of West Branch, Cedar County, Iowa, should be and is hereby vacated.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective from and after its passage and publication as by law provided.

Introduced by Councilman Quincy

Seconded by Councilman Jensen

Passed and approved this 3 day of January, 1956.

James Edwards  
MAYOR

Attest: J. J. Hazlett  
Town Clerk

# CEDAR COUNTY ASSESSOR

Hosted by  
Vanguard Applications, Inc.

**Parcel Number:** 0500-13-08-127-011-0  
**Deed Holder:** WILLOUGHBY BONNIE S  
**Property Address:** 630 E MAIN ST  
 WEST BRANCH, IA 52358-000 [MAP THIS ADDRESS](#)  
**Class:** RESIDENTIAL  
**Map Area:** WEST BRANCH  
**Tax District:** 500  
**Plot Map:** 348  
**Legal Description:** WEST BRANCH LOT 49 BLOCK 6  
 (NOT TO BE USED ON LEGAL DOCUMENTS)  
**Property Report:** [PROPERTY REPORT \(PDF FILE\)](#)



**Tax Information:** [TAX INFORMATION](#)



1 / 2



Current Value as of January 1, 2018; Taxes payable fall 2019 & spring 2020.

Land Value	Dwelling Value	Improvement Value	Total Value
\$20,390	\$128,960	\$0	\$149,350

[Get Current Year Tax Estimate](#)

Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2018	\$23,360	\$93,940	\$0	\$117,300
2017	\$23,360	\$93,940	\$0	\$117,300

[More Years...](#)

Land Front Foot Information

Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	72.00	72.00	153.00	153.00	74.16
	<b>Total SF 11,016</b>				
	<b>Total Acres 0.253</b>				

Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

Residential Building Information

Occupancy	Style	Year Built	Total Living Area
-----------	-------	------------	-------------------

**Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277**  
**Return to: City of West Branch, 110 N. Poplar Street, P.O. Box 218, West Branch, Iowa 52358 (319)643-5888**

## **ORDINANCE 766**

### **AN ORDINANCE VACATING ALLEYS**

1. BE IT ENACTED by the Council of the City of West Branch, Iowa, that the following alleys within the corporate limits are hereby vacated:

1. That certain 16' alley located to the north of Lot 19, and to the south of Lot 20 in Townsend and Gue's Addition, to West Branch, Cedar County, Iowa,
2. That certain alley located between Lots B and C in Block 47 in Joseph Steer's Plat No. 2, West Branch, Cedar County, Iowa; and
3. That certain alley located adjacent to and south of Lot 49 in Block 6 in the town of Cameron, now City of West Branch, Iowa

The Mayor and the City Clerk are hereby authorized and directed to sign a quitclaim deed conveying said alley to the adjacent owners.

Said quitclaim deed shall include a provision stating that the conveyance is subject to an easement for the purpose of the installation and maintenance of utilities.

Passed and approved this 24<sup>th</sup> day of June, 2019.

Read First Time: May 20, 2019

Read Second Time: June 3, 2019

Read Third Time: June 24, 2019

---

Roger Laughlin, Mayor

ATTEST:

---

Redmond Jones II, City Administrator/Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	June 3, 2019
<b>AGENDA ITEM:</b>	<b>First Reading Amending Chapter 50 of the Code of Ordinances:</b> Entitled, “Nuisance Abatement Procedure”.
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Redmond Jones, City Administrator
<b>DATE:</b>	May 28, 2019

### BACKGROUND:

As identified in our FY 2018-2019 Goal Setting Process, revamping our nuisance process has been an important priority, particularly as the city continues to grow and maintaining property values are critical for residential lending and real-estate marketing. Nuisance abatement can have a major impact on the viability of neighborhood and be a drain on local government resources. Containing blighting influences can become overwhelming and result in disinvestment in areas of the city, and create a weak link in the overall development of a growing community.

This item is a draft ordinance that will provide a greater ability to increase enforcement, speed up resolution of violations, and clearly communicate property maintenance expectations. The Mayor and several key staff members have attended the 2019 Nuisance Abatement Conference presented by the Iowa League of Cities regarding this matter. We expect to start the discussion and over the next three City Council meetings review, amend, and approve a version of the draft ordinance (Chapter 50) that is attached to this item.

The current version has been updated since the discussion item version last City Council meeting. This version added the terms “appearance and clutter” in the definition of nuisance (section 50.01). We opted out of the section 305 of the 2012 International Property Maintenance Code entitled Interior Structure. We also added description regarding the Nuisance Hearing Committee in sub section 50.10 entitled Request for Hearing.

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

*"Turning Vision into Reality is our Business"*

# CITYSCAPE

IOWA LEAGUE OF CITIES | FEBRUARY 2019



By Mickey Shields | Iowa League of Cities

*Photo by City of Clinton: Clinton saw a jump in nuisance property violations, prompting city officials to take action to improve their community.*

## **Clinton**

**Population:** 26,885

**Location:** Clinton County, eastern Iowa

**Did you know:** Located on the Mississippi River, Clinton is home to the Showboat Theatre, a city-owned former tug boat that pushed barges on the Ohio River before being remodeled into a theatre.

## **Around the State**

Progress is not always linear, and in some work there may never be a finish line. Perhaps no other issue in municipal government quite reflects that way of thinking like nuisance abatement.

For most communities, dealing with nuisance properties presents a significant challenge both in identifying violations and then completing abatement work. As soon as a few properties are cleaned up, several more pop up the next month.

Despite the difficulty that can come from nuisance abatement work it remains a critical aspect in creating and maintaining vibrant communities. Clinton leaders are demonstrating the importance of dealing with nuisance issues to turn around dormant properties.

## City of Clinton

### Problems mount

(563) 242-2144

Like so many other communities, the amount of nuisance properties in Clinton accelerated in recent years as more and more fell out of code compliance or were completely abandoned. Jeff Chapman, Clinton's battalion chief and building and neighborhood services supervisor, said the situation almost became epidemic as nearly 200 properties reached vacant and abandoned status.

"This spike in vacant and abandoned properties has spurred a broken windows-like issue in that we have seen an increase in residents not maintaining their properties," Chapman said, pointing to increases in more typical nuisance violations such as overgrown grass and weeds, garbage and debris accumulation, and snow removal issues.

As is often the case, some property owners noticed the rising number of vacant and abandoned properties and lowered the level of care to their own property. Together, the issues put a strain on city services as staff had a hard time keeping up.

### City officials take action

Knowing that direct city involvement was needed to begin making improvements, the city council added a staff member to assist with code enforcement and rental inspections during winter months. Chapman said positive results followed as the city was better able to enforce violations. "These efforts have allowed us to finally start to see some progress in troubled neighborhoods as we begin to see people taking some pride and keeping their properties maintained," he explained.

The city has also been more active in pursuing vacant and abandoned properties, including using methods to acquire such properties to spur redevelopment. One process includes the utilization of Section 657A.10A of the Code of Iowa, which permits cities to acquire title to abandoned property after successfully petitioning the court. Another avenue that has been used is local tax sales whereby the city has claimed tax sale certificates to properties delinquent on property taxes.

Through these mechanisms the city has been able to protect abandoned properties from getting into the hands of owners that have no plans of redevelopment, and instead has enabled the city to thoughtfully find partners that wish to take an active use in the properties.

### Learn more at the Nuisance Abatement Conference!

Join us at the 2019 Nuisance Abatement Conference, [May 15 in Coralville](#), for our annual training event that offers guidance and best practices for working through all sorts of nuisance property issues. From the basic unmowed lawn to the abandoned and derelict building, the conference will help your community improve on its nuisance abatement processes.

This has largely been done in two ways. Non-conforming properties with non-buildable lots have been offered to adjacent non-conforming lot owners to expand their property into a conforming use. Conforming lots are made available for sale via competitive bid, with the council being able to select whom it feels will do the best job with the property. Over time the city hopes their investment will help return these abandoned properties to active status on the property tax roll.

### Don't stop now

While progress and improvement can already be seen, Clinton officials are pushing for more. According to Chapman, a big step is adopting the latest edition of the International Property Maintenance Code to give the city a better enforcement tool with nuisance properties. The city is working with its Neighborhood Improvement Committee on this project to get broad support from the community. "I believe we would have the teeth to finally be proactive in requiring property owners to maintain their properties to a level that would prevent dilapidation," he said.

It is not easy to work on a problem that rarely has a simple solution, and with no clear end in sight. It's all part of the job for city government officials, who nonetheless work diligently to improve their community.

*Mickey Shields is the assistant director of membership services and can be reached at (515) 244-7282 or [mickeyshields@iowaleague.org](mailto:mickeyshields@iowaleague.org).*

CHAPTER 50

NUISANCE ABATEMENT PROCEDURE

50.01 Definition of Nuisance	50.11 Abatement in Emergency
50.02 Nuisances Enumerated	50.12 Abatement by City
50.03 Other Conditions	50.13 Collection of Cost
50.04 Nuisances Prohibited	50.14 Installment Payment of Cost of Abatement
50.05 Right of Entry for Inspection	50.15 Failure to Abate
50.06 Warrants	50.16 Interference
50.07 Nuisance Abatement	50.17 Liability
50.08 Notice to abate, contents	50.18 Foreclosure / Rental Property
50.09 Method of service	50.19 Abandoned Property
50.10 Request for hearing	50.20 International Property Maintenance Code
	50.99 Penalty

**50.01 DEFINITION OF NUISANCE.** (A) Whatever is injurious to health, indecent, or unreasonably offensive to the senses (appearance / clutter), or an obstruction to the free use of property so as essentially to interfere unreasonably with the comfortable enjoyment of life or property is a nuisance. (B) The provisions of this chapter shall apply to all residential and non-residential properties and structures located within the corporate limits of the city.

*(Code of Iowa, Sec. 657.1)*

**50.02 NUISANCE ENUMERATED.** The following subsections include, but not limit, the conditions which are deemed to be nuisances in the City:

1. **Offensive smells.** Erecting, continuing or using any building or other place for the exercise of any trade, employment or manufacture, which, by occasioning noxious exhalations, unreasonably offensive smells, or other annoyances, becomes injurious and dangerous to the health, comfort or property of individuals or the public.
2. **Filth or noisome substance.** Causing or suffering any offal, filth or noisome substance to be collected or to remain in any place to the prejudice of others.
  - A. *Sanitation.* All exterior, and any interior portion of the premises of any property shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior or interior portion of the premises which such occupant controls, in a clean, safe, and sanitary condition so as to protect the life, health and safety of any occupants or of the public.
  - B. *Containment Systems.* In any event where a sewage spill or overflow occurs from any sewer, septic system, portable toilet, holding tank, sewage or septic transfer vessel, or any other container or containment system where sewage, human, or animal waste is deposited upon or within a structure or upon a property located within the corporate limits of the city, upon verification by the Building Official and/or Code Enforcement Official(s) as designated by the City Administrator,

such a spill or overflow shall be deemed a nuisance and shall be subject to the provision in this chapter in §§ 50.05, 50.06, 50.09, and 105.03. All sanitation issues involving sewage spills and/or overflows shall be considered an emergency and be subject to immediate action by the city in accordance with § 50.09 of this chapter. Additionally, the interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in sanitary condition. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads. In any instance wherein a structure appears to be found in disrepair or structurally unsound by the Building Official and/or Code Enforcement Official(s) as designated by the City Administrator, shall be the responsibility of the property owner to submit a report stating that the structure is sound and capable of carrying the imposed load, and such report must be signed by either an architect, structural engineer, or a registered, licensed contractor that meets the qualifications set forth by the Building Official and/or Code Enforcement Official(s) as designated by the City Administrator.

3. Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage. For the purpose of this chapter, RUBBISH shall be defined as any material thrown away as worthless: trash or debris that has been discarded or is broken, in state of disrepair, has the potential to cause a fire hazard, or any instance where there is not a safe, continuous and unobstructed path of travel provided from any point in a building or structure to the public way. Means of egress shall comply with the current adopted Fire Prevention Code of the city.
4. Impeding passage of navigable or natural water ways. Obstructing or impeding without legal authority the passage of any navigable river, harbor, natural drainage way, storm water drainage way, stream, creek, any retention/detention ponds or drainage areas, or collection of water. All storm water drainage issues between developed properties must be resolved by the use of an approved drainage system that either collects, directs or re-directs stormwater to a natural, or, a man-made drainage area. Storm water conducted from roofs or other impervious areas shall be dispersed entirely upon the grounds of the owner of the contributing property or it shall be drained or conducted into ditches, storm drains or gutters where available on public property or easements legally usable for that purpose, or into public streams. The depositing of storm water, either permanently or temporarily, onto an abutting property, city right of way, or upon any city street, road or alley is prohibited unless a storm water management plan has been submitted, reviewed and approved by the office of the City Engineer.
5. Water pollution. Corrupting or rendering unwholesome or impure the water of any river, stream or pond, or unlawfully diverting the same from its natural course or state, to the injury or prejudice of others.

6. Blocking public and private ways. Obstructing or encumbering, by fences, buildings or otherwise, the public roads, private ways, streets, alleys, commons, landing places or burying grounds.
7. Billboards. Billboards, signboards and advertising signs, whether erected and constructed on public or private property, which so obstruct and impair the view of any portion or part of a public street, avenue, highway, boulevard or alley or of a railroad or street railway track as to render dangerous the use thereof. Any billboard, signboard and advertising signs that are dilapidated, broken, abandoned or in a general state of disrepair, or, that advertise for a business that is no longer operating as advertised.
8. Storing of flammable junk. Depositing or storing of flammable junk, such as old rags, rope cordage, rubber, bones and paper, by dealers in such articles within the fire limits of the city, unless in a building of fireproof construction, or within the confines of an area similarly protected by a sprinkler system, fire protection equipment or device, fire brigade or private fire department, or that is regulated and conforms to the 2006 Life Safety Code.
9. Air pollution. Emission of dense smoke, noxious fumes or fly ash without a permit and/or City Council permission (see Chapter 105.05).
10. Weeds, brush. Grass over 6 inches in height and any and all obnoxious / unsightly weeds or dense growth of vines, brush or other vegetation in the City so as to constitute a health, safety or fire hazard or render the streets or highways of the City unsafe for the public travel or interfere with the proper construction or repair of said streets or highways.
11. Dead or diseased trees. Any tree in such a state of deterioration that any part of the tree is likely to fall and damage property or cause injury to persons. A dead tree or limb which overhangs a sidewalk, parkway, city street or alley is a nuisance per se. In the case of a portion of a tree that is dead, diseased, broken, dangling, or dangerous, only that portion that is dead, diseased, broken, dangling, or dangerous shall be required to be removed and made safe (See also Chapter 151).
12. Airport air space. Any object or structure hereafter erected within 1,000 feet of the limits of any municipal or regularly established airport or landing place, which may endanger or obstruct aerial navigation including take-off and landing, unless such object or structure constitutes a proper use or enjoyment of the land on which the same is located.
13. Houses of ill fame. Houses of ill fame, kept for the purpose of prostitution and lewdness; gambling houses; places resorted to by persons participating in criminal gang activity prohibited by Iowa Code Chapter 723A or places resorted to by persons using controlled substances, or any activity that is in violation of Iowa Code § 124.101, or houses where drunkenness, quarreling, fighting or breaches of the peace are carried on or permitted to the disturbance of others. Any building or structure may be determined to be a house of ill fame, whether by intention, or, by the absence of, or lack of, proper management or maintenance.

14. Swimming pools, spas and hot tubs. Swimming pools, spas and hot tubs shall be maintained in a clean and sanitary condition, and in good repair, and be fitted with appropriate security fencing as required by AG105.2 in the 2006 International Residential Code as adopted by the city. Any swimming pool, spa or hot tub that is kept in an unclean or unsanitary condition shall be subject to the provisions for penalty and abatement as described in §§ 50.07, 50.08 and 50.11.

15. Unsafe Structures and Equipment

- A. *Condemnation.* Any structure or equipment that is found by the Building Official and/or Code Enforcement Official(s) as designated by the City Administrator, to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, the structure shall be condemned pursuant to the provisions of this chapter and/or Chapter 157 of this code of ordinances. This section shall cover any structure or equipment upon a residential, commercial or an industrial property with the corporate limits of the city, and shall include but are not limited to, fences, porches, decks, ramps, additions, loading docks, storage lots, or portions of a structure or equipment.
- B. *Unsafe structure.* An unsafe structure is one that is found by the Building Official and/or Code Enforcement Official(s) as designated by the City Administrator to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing the minimum standards found in Chapter 150 and Chapter 155 of this code of ordinances.
- C. *Unsafe equipment.* Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that the equipment is hazardous to life, health, property or safety of the public or occupants of the premises or structure.
- D. *Structure unfit for human occupancy.* A structure is unfit for human occupancy whenever the Building Official and/or Code Enforcement Official(s) as designated by the City Administrator finds that the structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this section, and/or Chapter 157 of this code of ordinances.
- E. *Closing of vacant structures.* If the structure is vacant and unfit for human occupancy, and is not in danger of structural collapse, the Building Official and/or Code Enforcement Official(s) as designated by the City Administrator is authorized to post a placard of condemnation on the premises and order the structure closed up so far as to not be an attractive nuisance. Upon failure of the owner to comply with this section, the provisions of this chapter shall be utilized

to perform any and all necessary work to secure the structure from being a danger or a hazard to the public or to occupants as stated in § 50.12.

16. Snow and ice accumulations on sidewalks. If sidewalks are not cleared 24 hours after the end of a snow or ice event it shall be considered a nuisance and open to abatement as prescribed in Chapter 136.03 in this code of ordinances.

**50.03 OTHER CONDITIONS.** The following chapters of this code of ordinances contain regulations prohibiting or restricting other conditions which are deemed to be nuisances:

1. Junk and Junk Vehicles (See Chapter 51)
2. Drug Paraphernalia (See Chapter 52)
3. Storage and Disposal of Solid Waste (See Chapter 105)
4. Trees (See Chapter 151)
5. Uniform Code for Abatement of Dangerous Buildings (See Chapter 157)
6. Removal of Snow, Ice and Accumulations (See Chapter 136.03)

**50.04 NUISANCES PROHIBITED.** The creation or maintenance of a nuisance is prohibited, and a nuisance, public or private, may be abated in the manner provided for in this chapter or state law.

*(Code of Iowa, Sec. 657.3)*

**50.05 RIGHT OF ENTRY FOR INSPECTION.** Whenever necessary to make an inspection to enforce any ordinance or whenever there is reasonable cause to believe there exists an ordinance violation in any building or upon any premises or property outside an building, or real estate within the jurisdiction of the city, any authorized official of the city, or his or her designee, upon presentation of proper credentials, may enter the building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the official by this code of ordinances. Except in emergency situations or when consent of the owner and/or occupant to the inspection has otherwise been obtained, the city official shall give the owner and/or occupant, if they can be located after reasonable effort, 24-hours' written notice of the official's intention to inspect.

**50.06 WARRANTS.** If consent to enter upon or inspect any building, structure or property pursuant to a municipal ordinance is withheld by any person having the lawful right to exclude, the city officer, designee or employee having the duty to enter upon or conduct the inspection may apply to the Iowa District Court in and for the county, pursuant to Iowa Code § 808.14, for an administrative search warrant. No owner, operator or occupant or any other person having charge, care or control of any dwelling, unit, rooming unit, structure, building or premises shall fail or neglect, after presentation of a search warrant, to permit entry therein by the municipal officer, designee or employee.

**50.07 NUISANCE ABATEMENT.** A) Whenever the Building Official and/or Code Enforcement Official(s) as designated by the City Administrator, finds that a nuisance exists,

such officer shall cause to be served upon the property owner a written notice to abate the nuisance within a reasonable time after notice. (B) In cases where a property owner or a tenant has had a nuisance violation notice served to them for a nuisance at that specific property location or address that they own or lease within the corporate limits of the city within the last year (365 days), a citation may be issued immediately for the creation of a nuisance as stated in § 50.04, at the time of the inspection, and/or, at the time of notification of a violation; thus foregoing any warning / grace period. (C) With regard grass nuisance citations as prescribed in §50.02[2B10], property owners found in violation will receive one warning / grace period a season. Hence after notice the city has the right to abate the violation immediately. The abatement expense shall be billed and accompanied with photos showing before and after the abatement. (D) With regard to snow and ice nuisance citations as prescribed in §136.03, property owners found in violation will receive one warning / grace period a season. Hence after notice the city has the right to abate the violation immediately. The abatement expense will be billed and accompanied with photos showing before and after the abatement.

**50.08 NOTICE TO ABATE; CONTENTS.** The notice to abate shall contain: (A) Description of nuisance with photos. A description of what constitutes the nuisance supplemented with citations of code(s). (B) Location of nuisance. The location of the nuisance. (C) Acts necessary to abate. A statement of the act or acts necessary to abate the nuisance. (D) Reasonable time. A reasonable time within which to complete the abatement. A nuisance notification shall require seven days to abate the nuisance after receipt of notification. If the nuisance is not abated within the seven-day period, then the property will be placarded as a nuisance and a posting of the nuisance notification shall be affixed to a structure, or a conspicuous place upon the property. The nuisance posting shall require two days for abatement after the posting occurs. If the nuisance is not abated within this two-day period then the city will cause the nuisance to be abated under the provisions of § 50.12. (E) Assessment of city costs. A statement that if the nuisance or condition is not abated as directed and no request for hearing is made within the time prescribed, the city will abate it and assess the costs against such person.

**50.09 METHOD OF SERVICE.** The notice may be in the form of this adopted ordinance and/or sent by certified mail to the property as per Iowa Code § 364.12[3h]. It is not necessary to do both, but is desired. If service is made by certified mail the reasonable time for abatement shall not be deemed to have started until such time as the certified mail is either collected by the property owner, tenant, or their agent or the certified mail is returned by the post office to the city after expiration of time for retrieval. The use of ordinance or certified mail does not prohibit the use of any other manner of service as allowed under the Iowa Rules of Civil Procedure. If the property owner does not accept certified mail or any other permissible attempt at notification, or perform necessary action required under this subsection within a reasonable time after notice, a city may perform the required action and assess the costs against the property for collection in the same manner as a property tax. Notice may be in the form of an ordinance or by certified mail to the property owner as shown by the records of the county auditor, and shall state the time within which action is required. However, in an emergency a city may perform any action which

may be required under this section without prior notice, and assess the costs as provided in this subsection, after notice to the property owner and hearing.

**50.10 REQUEST FOR HEARING.** Any person ordered to abate a nuisance may have a hearing with the Nuisance Hearing Committee as to whether a nuisance exists. The Nuisance Committee will be made of the Mayor and two other as designated by the City Council. A request for a hearing must be made in writing and delivered to the City Administrator's Office responsible for ordering the abatement within the time stated in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. At the conclusion of the hearing, the hearing committee shall render a written and/or recorded decision as to whether a nuisance exists. If the hearing committee finds that a nuisance exists, the Building Official or designee of the City Administrator must order it abated within a time, which must be reasonable under the circumstances. If the hearing committee does not find that a nuisance exist that matter will be considered closed. At the hearing, code enforcement designee or employee and the person to whom the notice of abatement was issued are parties to the hearing and each may testify, call witnesses and offer evidence and argument relevant to the issues described by or contained within the notice of abatement. The findings of the hearing committee shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances. Any further appeal or appeal of the hearing committee's decision may be had by filing a claim with the district court.

**50.11 ABATEMENT IN EMERGENCY.** (A) If it is determined that an emergency exists by reason of the continuing maintenance of the nuisance or condition, the city may perform any action which may be required under this chapter without prior notice. The Building Official and/or Code Enforcement Official(s) as designated by the City Administrator shall make a determination as to whether or not an emergency exists based upon: (1) Inability to contact the property owner by normal efforts; (2) The seriousness of the violation due to health hazards or physical hazards to a private individual or to the public as determined by the Building and Neighborhood Services Official. (3) Frequency of violations of a property owner or a tenant when the property owner or a tenant has received more than two nuisance violation notifications within one calendar year. This determination is in effect for one calendar year beginning on the date of the most recent nuisance violation notification. (B) The city shall assess the costs as provided in § 50.13 after notice to the property owner under the applicable provisions of §§ 50.07, 50.08 and 50.09 and hearing as provided in § 50.08. (C) In the event that § 50.15 is determined to be an emergency by Building Official and/or Code Enforcement Official(s) as designated by the City Administrator, or the Public Health Official of Cedar County and/or Johnson County of Iowa, Building Official and/or Code Enforcement Official(s) as designated by the City Administrator is authorized to placard the structure as a dangerous building according to Chapter 157, and to order vacation of the building and securing of all equipment and structures so as not to constitute an attractive nuisance. This section applies to all structures residential and non-residential.

**50.12 ABATEMENT BY CITY.** If the person notified to abate a nuisance or condition neglects or fails to abate as directed, the city may perform, or cause to be performed, the required action to abate, keeping an accurate account of the expense incurred. The itemized expense account shall be filed with the Clerk who shall pay such expenses on behalf of the city.

**50.13 COLLECTION OF COSTS.** The Clerk shall send a statement of the total expense incurred by regular mail to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one month, the Clerk shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner, as general property taxes.

**50.14 INSTALLMENT PAYMENT OF COST OF ABATEMENT.** If the amount expended to abate the nuisance or condition exceeds \$100, the city may permit the assessment to be paid in up to ten annual installments, to be paid in the same manner and with the same interest rates provided for assessments against benefited property under state law.

**50.15 FAILURE TO ABATE.** Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same within the reasonable time required and specified in the notice to abate is in violation of this code of ordinances.

**50.16 INTERFERENCE.** Interference with the lawful removal or abatement of a nuisance by the city or its agents is prohibited and any person who violates this section is guilty of a simple misdemeanor and may be fined and or imprisoned as law allows.

**50.17 LIABILITY.** The owners, agents, contract buyers, tenants, or lessees of all residential dwellings, commercial establishments, and/or real estate upon which a violation of this article is found shall be jointly and severally responsible for compliance with this article and jointly and severally liable for any damages or costs incurred and awarded under this chapter.

**50.18 FORECLOSED / RENTAL PROPERTY.** Any real property which is subject to foreclosure, forcible entry and detainer, eviction, or on which possession is otherwise transferred through legal process or court action, shall be in full compliance with the code of ordinances within 48 hours of the transfer of possession. Failure to comply with the provisions of this section shall be deemed an emergency. The city is authorized to proceed in a manner consistent with the emergency provision set forth in this chapter. Any person, firm partnership, corporation, or other legal entity, including the property owner and, if applicable, a landlord, violating this section is guilty of a misdemeanor. Any violation of this chapter may be pursued as a municipal infraction according to the terms of §§ 50.99(B) and (C) below in lieu of criminal prosecution. Each calendar day a violation is allowed to continue shall constitute a separate and distinct violation.

**50.19 ABANDONED PROPERTY.** The following subsection outline the process in which the city may gain title to abandoned or unsafe buildings:

1. In lieu of the procedures in sections 657A.2 through 657A.10 of the Iowa State Code, abandoned buildings located in the City of West Branch may be petitioned to the court to enter judgment awarding title to the abandoned property to the city. A petition filed under this section shall include the legal description of the abandoned property. If more than one abandoned building is located on a parcel of real estate, the city may combine the actions into one petition. The owner of the building and grounds, mortgagees of record, lienholders of record, or other known persons who hold an interest in the property shall be named as respondents on the petition.
2. The petition shall be filed in the district court of the county in which the property is located. Service on the owner and any other named respondents shall be by personal service or certified mail or, if service cannot be made by either method, by posting the notice in a conspicuous place on the building and by publication in a newspaper of general circulation in the city. The action shall be in equity.
  - A. Not sooner than sixty days after the filing of the petition, the city may request a hearing on the petition.
  - B. In determining whether a property has been abandoned, the court shall consider the following for each building that is located on the property and named in the petition and the building grounds:
    - 1) Whether any property taxes or special assessments on the property were delinquent at the time the petition was filed.
    - 2) Whether the building is unoccupied by the owner or lessees or licensees of the owner.
    - 3) Whether the building meets the city's building code as being fit for occupancy or use.
    - 4) Whether the building is exposed to the elements such that deterioration of the building is occurring.
    - 5) Whether the building is boarded up or otherwise secured from unauthorized entry.
    - 6) Past efforts to rehabilitate the building and grounds.
    - 7) Whether those claiming an interest in the property have, prior to the filing of the petition, demonstrated a good-faith effort to restore the property to productive use.
    - 8) The presence of vermin, accumulation of debris, and uncut vegetation.
    - 9) The effort expended by the petitioning city to maintain the building and grounds.
    - 10) Past and current compliance with orders of the local housing or building code official.
  - C. In lieu of the considerations in subsection 50.19[2B1-10].
  - D. If the city can establish to the court's satisfaction that all parties with an interest in the property have received proper notice and either consented to the entry of an

order awarding title to the property to the city or did not make a good-faith effort to comply with the order of the local housing or building code official within sixty days after the filing of the petition, the court shall enter judgment against the respondents granting the city title to the property.

- E. If the court determines that the property has been abandoned or that subsection 4 applies, the court shall enter judgment and order awarding title to the city. The title awarded to the city shall be free and clear of any claims, liens, or encumbrances held by the respondents.
- F. If a city files a petition under subsection 1, naming the holder of a tax sale certificate of purchase for the property as a respondent, the city shall also file the petition, along with a verified statement declaring that the property identified in the petition contains an abandoned building, with the county treasurer. Upon receiving the petition and verified statement, the county treasurer shall make an entry in the county system canceling the sale of the property and shall refund the purchase money to the tax sale certificate holder.

*(Code of Iowa, Sec. 657A.2 through 657A.10)*

**50.20 INTERNATIONAL PROPERTY MAINTENANCE CODE.** Internationally, code officials recognize the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings. The City of West Branch hereby recognize chapter 3 of the 2012 edition of the International Property Maintenance Code as an additional standard to the city nuisance abatement procedure. The provisions of this subsection shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

- 1. **General Requirements.** The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this code.
  - A. **Vacant Structures and Land.** All vacant structures and premises thereof or vacant land shall be maintained in clean, safe, secure and sanitary condition as provided herein so as not to cause a blight or adversely affect the public health or safety.
- 2. **Exterior Property Areas**
  - A. **Sanitation**
  - B. **Grading and drainage.** All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. *Except where approved retention areas and reservoirs exist.*

- C. Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
  - D. Weeds
  - E. Rodent Harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.
  - F. Exhaust vents. Pipe, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors, or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
  - G. Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.
  - H. Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on an premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.
  - I. Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.
3. Swimming Pool, Spas and Hot Tubs
- A. Swimming Pools. Swimming pools shall be maintained in a clean and sanitary condition and in good repair.
  - B. Enclosures. (*see: Section 303 of 2012 International Property Maintenance Code*)
4. Exterior Structure
- For subsections not shown here (*see: Section 303 of 2012 International Property Maintenance Code*)
- A. Unsafe Conditions
  - B. Protective Treatment
  - C. Premises Identification
  - D. Structural members
  - E. Foundation walls

- F. Roof and drainage. The roof and flashing shall be sound, tight, and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
  - G. Decorative features
  - H. Overhang extensions
  - I. Stairways, decks, porches and balconies
  - J. Chimneys and towers
  - K. Handrails and guards
  - L. Windows, skylight, and door frames.
    - i. Glazing
    - ii. Openable windows
  - M. Insert Screens
  - N. Doors. All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.
  - O. Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.
  - P. Guards for basement windows. Every basement window that is openable shall be supplied with rodent shields, storm windows, or other approved protection against the entry of rodents.
  - Q. Building Security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
    - i. Doors
    - ii. Windows
    - iii. Basement hatchways
  - R. Gates. All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.
5. Interior Structure  
*The City of West Branch, Iowa has opt out of the regulations related to Interior Structure (Section 305 of the 2012 International Property Maintenance Code)*
6. Component Serviceability  
*The City of West Branch, Iowa has opt out of the regulations related to Interior Structure (Section 305 of the 2012 International Property Maintenance Code)*
- A. General.
  - B. Unsafe Conditions.

7. Handrails and Guardrails. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches above the floor or grade below shall have guards. Handrails shall not be less than 30 inches in height or more than 42 inches in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.
8. Rubbish and Garbage
9. Pest Elimination
  - A. Infestation. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent infestation
  - B. Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.
  - C. Single occupant. The occupant of a one-family dwelling or a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.
  - D. Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.
  - E. Occupant. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure. An exception will be made where the infestation(s) are caused by defects in the structure, the owner shall be responsible for pest eliminate.



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	June 3, 2019
<b>AGENDA ITEM:</b>	<b>Resolution 1814</b> – A Resolution Setting Salaries for Appointed Officers and Employees of the City of West Branch, Iowa for Fiscal Year 2019 – 2020.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Leslie Brick, Deputy City Clerk
<b>DATE:</b>	May 28, 2019

**BACKGROUND:**

The City Council approved the City Administrators proposed Total Employee Compensation for FY20 at the February 4, 2019 City Council meeting.

The proposal included a \$4000.00 increase to the Finance Officer position and approved a 2.8% COLA for all other employees.

<b>STAFF RECOMMENDATION:</b>	Approve Resolution 1814 – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

*"Turning Vision into Reality is our Business"*

**RESOLUTION 1814**

**A RESOLUTION SETTING SALARIES FOR APPOINTED OFFICERS AND EMPLOYEES OF THE CITY OF WEST BRANCH, IOWA FOR FISCAL YEAR 2020.**

**BE IT RESOLVED** by the Council of the City of West Branch, Iowa:

Section 1. The following persons and positions named shall be paid the salaries or hourly wages indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, bi-weekly, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Wage	Basic Hours
----------	------	------	-------------

---

**Salaried Employees:**

City Administrator/Clerk	Redmond Jones II	\$94,370.42	Salaried
Police Chief	Mike Horihan	\$79,363.72	Salaried
Public Works Director	Matt Goodale	\$69,133.58	Salaried
Finance Director	Gordon Edgar	\$61,522.67	Salaried
Park & Recreation Director	Melissa Russell	\$49,916.95	Salaried

Position	Name	Hourly/Annual Wage	Basic Hours
----------	------	--------------------	-------------

---

**Regular Full-Time:**

Deputy City Clerk	Leslie Brick	\$22.64 / \$47,091.20	40
Police Sergeant	John Hanna	\$30.25 / \$62,920.00	40
Police Officer	Derek Holmes	\$25.27 / \$52,561.60	40
Police Officer	Zachary Murdock	\$20.05 / \$41,704.00	40
Lead Water Operator	Tim Moss	\$26.12 / \$54,329.60	40
Safety/Facilities Coordinator	Paul O'Neil	\$23.82 / \$49,545.60	40
Water/Wastewater Operator	Nevin Tucker	\$20.05 / \$41,704.00	40

**Regular Part-Time:**

PT Building Inspector	Terry Goerd	\$37.01	20
PT Police Officer	Catherine Steen	\$20.97	30
PT Public Works Employee	Gerry Brick	\$17.30	25
PT Public Works Employee	Benjamin Litscher	\$14.68	30
PT Park & Rec Employee	Jamie Tucker	\$13.11	20

SECTION 2. All the above employees are subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 3. This resolution will be effective upon final passage of the City Council.

SECTION 4. The hourly wages and salaries established in this resolution shall be effective July 1, 2019.

\* \* \* \* \*

**Passed and approved this 3rd day of June, 2019.**

---

Roger Laughlin, Mayor

ATTEST:

---

Leslie Brick, Deputy City Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	June 3, 2019
<b>AGENDA ITEM:</b>	<b>Resolution 1815</b> – A Resolution Approving an Agreement between the Iowa Department of Natural Resources and the City of West Branch, Accepting the terms of a Derelict Building Grant for the Amount of \$50,960.
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Roger Laughlin, Mayor
<b>DATE:</b>	May 13, 2019

**BACKGROUND:**

The property was purchased in 1989 by Croell Redi-mix, a cement company with more than 130 locations in six states, and employs its own crew that not only pours foundations and walls but constructs plants. Croell Redi-mix operated on a four-acre parcel at 325 East Green Street which is ranged north to south between Main Street and College Street. While planning for a plant expansion at that site, the city proposed a land swap. Instead of having this industrial use expand its operations in this transitional area that exist between a celebrated historic downtown with 14 buildings on the National Historic Register, and a well-established neighborhood known for its mature tree line and eclectic housing; the city pursued a land swap that exchanged 12 acres of industrial park property for the aforementioned 4 acre site. The swap has concluded and the city is moving forward with make the site more enticing to potential developers.

- The City has budgeted / invested \$400,000 of which more than half is already used.
- Land Swamp
- This has been done by developing a Planned Unit Development Ordinance with this site has one of the focal points.
- Phase One and Two Environmental Studies
- Planning Process (Impact 7G) – Grant Funded
- Derelict Building Grant

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

*"Turning Vision into Reality is our Business"*

**DERELICT BUILDING GRANT PROGRAM  
AGREEMENT NUMBER – 20-G550-04DB**

**Between**

**IOWA DEPARTMENT OF NATURAL RESOURCES**

**And**

**CITY OF WEST BRANCH, IOWA**

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

**DEPARTMENT OF NATURAL RESOURCES**

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

Bruce Trautman, Acting Director

**CITY OF WEST BRANCH, IOWA**

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

Roger Laughlin, Mayor

**DERELICT BUILDING GRANT PROGRAM**  
**PROJECT AGREEMENT**  
**IOWA DEPARTMENT OF NATURAL RESOURCES**

**Grantee:** City of West Branch, Iowa

**Agreement Number:** 20-G550-04DB

**Agreement Title:** Derelict Building Grant Program

**Grant Amount:** Not To Exceed \$50,960.00

**Grantee Project Officer:** Name: Redmond Jones III  
Phone: 319-643-5888 Ext. 15  
Email: [rjonesii@westbranchiowa.org](mailto:rjonesii@westbranchiowa.org)

**DNR Project Officer:** Scott Flagg  
[scott.flagg@dnr.iowa.gov](mailto:scott.flagg@dnr.iowa.gov)  
515-725-8318

**Distribution Copies:** Copy One - IDNR  
Copy Two - Grantee

**Term of Agreement:** July 1, 2019 – September 15, 2019

**Submit All Claims and Reports To:** Scott Flagg  
Land Quality Bureau  
Iowa Department of Natural Resources  
502 E. 9<sup>th</sup> Street  
Des Moines, Iowa 50319-0034

**Issue Payment To:** City of West Branch  
110 N Poplar Street  
PO Box 218  
West Branch Iowa 52358

## **SPECIAL CONDITIONS AND GENERAL CONDITIONS**

The Grantee shall deliver all information and complete all tasks detailed in the Special Conditions. The rights and obligations of the parties to this Agreement shall be subject to and governed by the Special Conditions, the General Conditions, and the Appendices. To the extent of any inconsistency between the Special Conditions, the General Conditions, and the Appendices and any specifications or other conditions that are made a part of this Agreement by reference or otherwise, the provisions of the Special Conditions and the General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the provisions of the Special Conditions shall control.

### **SPECIAL CONDITIONS**

#### **ARTICLE I. IDENTIFICATION OF PARTIES, PROJECT, AND PROJECT AREA**

This Agreement is by and between the City of West Branch (hereinafter referred to as the Grantee) and the Iowa Department of Natural Resources (hereinafter referred to as the Department) for the purpose of hiring a licensed contractor for abating asbestos and hiring a licensed contractor to deconstruct the buildings at 325 E. Green Street in West Branch, Iowa (hereinafter referred to as the Project).

#### **ARTICLE II. DESIGNATION OF OFFICIALS**

- 3.1 **Department.** The DNR Project Officer shall negotiate on behalf of the Department and, subject to the approval of the Department, make any changes to this Agreement.
- 2.2 **Grantee.** The Grantee Project Officer is authorized to execute any changes in the terms, conditions, or amounts specified in this Agreement.
- 2.3 **Key Agreement Personnel.**  
Scott Flagg, Iowa Department of Natural Resources, 515-725-8318  
Redmond Jones III, Grantee Project Officer, 319-643-5888 Ext. 15

#### **ARTICLE III. TERM OF AGREEMENT**

- 3.1 **Term of Agreement.** The Agreement remains open for the *Term of Agreement* as stated on the title page of this Agreement. The Agreement and all obligations of the Department contained herein may be terminated upon the occurrence of one of the following: a) the Agreement is terminated under *Section 11* of the General Conditions; or b) if there has been no disbursement of Derelict Building Grant Program funds within three (3) months immediately following the announcement of Environmental Protection Commission approval, unless an extension is requested in writing by the Grantee and approved by the Department

- 3.2 **Acknowledgement of Grantee's Repayment Obligation in the Event of Termination for Cause.** By entering this Agreement with the Department, the Grantee is agreeing to complete the project described in Special Condition Article IV of this Agreement pursuant to the time-line and requirements established in that Article, as well as in accordance with all other requirements of this Agreement. By signing this Agreement, Grantee recognizes and agrees that in the unlikely and unexpected failure of Grantee to complete the project as defined herein or to otherwise comply with the terms of this Agreement, the Agreement may be terminated for cause pursuant to Section 11 of the General Conditions of this Agreement. While it is not anticipated by any party to this Agreement that termination will be necessary, in the event that the Agreement is terminated for cause, the Grantee recognizes and agrees that the Grantee may be required to repay **all** funds disbursed to Grantee by the Department under this Agreement.

#### **ARTICLE IV. SCOPE OF WORK**

- 4.1 **Project Description.** The Grantee shall:

1. Retain the services of an Iowa licensed asbestos contractor to abate asbestos from the targeted building.
2. Retain the services of an Iowa licensed contractor to deconstruct the targeted building.

- 4.2 **Permitting and Quality Assurance.** The Grantee shall ensure that the certified asbestos contractor conducts the inspection and testing activities and/or conducts all asbestos abatement activities in accordance with federal and state laws and regulations, including but not limited to:

1. Title 29 Code of Federal Regulations Section 1910.1001, General Industry Standard for Asbestos.
2. Title 29 Code of Federal Regulations Section 1926.1101, Construction Industry Standard for Asbestos.
3. Title 29 Code of Federal Regulations Section 1910.134, General Industry Standard for Respiratory Protection.
4. Title 29 Code of Federal Regulations Section 1910.2, Access to Employee Exposure and Medical Records.
5. Title 29 Code of Federal Regulations Section 1910.1200, Hazard Communication Rule.
6. Title 40 Code of Federal Regulations Part 61 Subpart A and Subpart M (revised Subpart B), National Emissions Standard of Hazardous Air Pollutants.
7. Iowa Administrative Code Section 530 Chapter 81& 82, Asbestos Control Procedures.
8. Title 49 Code of Federal Regulations Part 171-180, Department of Transportation, Transportation of Hazardous Waste.

4.2.1. The most recent edition of any relevant regulations, standard, document or code shall be in effect. Where conflict among the requirements or with these Specifications exists, the most stringent requirements shall be utilized.

4.3 **Required Submittals.** Grantees are required to submit the following items to the individuals listed on the front page of this Agreement pursuant to the time line listed herein. Any questions concerning submittals or deadlines should be directed to the DNR Project Officer.

1. Prepare and submit the Notification of Demolition and Renovation form (see attachment) no later than 10 days prior to selected start date for asbestos abatement to:

**Air Quality Bureau  
ATTN: Tom Wuehr  
7900 Hickman Rd., Suite 1  
Windsor Heights, IA 50324**

2. Provide final documentation report upon completion of project. See section 4.6 for a breakdown of what needs to be included in the final report.

4.4 **On-Site Actions/Activities.** The Grantee shall assist the Department to promote and share the information gained from this Project to and with other public and private sector entities. Any information obtained or learned as a result of this Project is public information. While completing the Project, and following Project completion if necessary, Grantees shall:

1. Secure the target building and surrounding areas, protect the surrounding properties, and perform air monitoring of the site in accordance with applicable Federal and Iowa laws and regulations.
2. Asbestos Containing Material (ACM) will be handled and transported per Federal and Iowa regulations and disposed of at a permitted sanitary landfill.
3. Conduct abatement operations to ensure minimum interference with roads, streets, sidewalks, walkways, and other adjacent occupied and used facilities.
4. Conduct renovation operations to ensure minimum interference with roads, streets, sidewalks, walkways, and other adjacent occupied and used facilities.
5. Provide temporary barricades and other protection required to prevent injury to workers and damage to salvageable materials.
6. Provide protection to ensure safe passage of workers around the renovation area.
7. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction.
8. Comply with all applicable federal, state, and local regulations concerning hauling, disposal of materials and mitigating noise and dust on-site.

9. If materials suspected of containing hazardous materials (e.g. asbestos, lead, etc.) are encountered, do not disturb; the contractor must immediately notify Grantee.
10. Sort and organize salvaged materials as they are removed from the structure.
11. Except for items or materials indicated to be recycled, reused, or salvaged, remove demolished materials from Project site and comply with all applicable federal, state, and local regulations regarding proper disposal at a permitted facility.
12. Do not burn or allow materials to accumulate on-site.
13. Clean adjacent structures and improvements of dust, dirt, and debris caused by renovation operations. Return adjacent and adjoining areas to condition existing before renovation operations began.

4.5 **Milestones.** The Grantee shall accomplish the activities listed in the Project Milestones table below by the assigned date. If a milestone amendment is required, the Grantee must contact the Department in writing and receive approval of Milestone changes in writing.

**PROJECT MILESTONES**

Deliverables	Task Milestone Date
Complete asbestos abatement per applicable codes, and with appropriate notifications for such work	August 1, 2019
Complete deconstruction activities	September 1, 2019
Provide final documentation report (see required contents of Final Report in section 4.6).	September 15, 2019

4.6 **Final Report.** As part of the Final Documentation the following information, as collected over the full term of the Agreement, shall be provided:

1. A Summary of the Project in terms of the process used and the projected impacts on City of West Branch resulting from deconstruction of this derelict structure.
2. The dimension of each structure deconstructed including the number of floors and type of materials of which the building was composed.
3. Color, digital photos that document the Project throughout its timeline.
4. The total weight of ACM delivered, with landfill scale tickets, to a permitted sanitary landfill and landfill name(s).
5. Provide copy of asbestos inspection report.
6. The total weight of materials delivered, with landfill scale tickets, to a permitted sanitary landfill and landfill name(s).including ACM if encountered.
7. A list of re-use markets that were used for this project and material types diverted, with scale tickets including support letters from any business or individual who accepted or took material from the project site that includes the type of material, total weight, and reuse method.

8. Provide a final site summary.

The Department reserves the right to publish, in whole or in part, the final report once submitted to the Department. Written and oral releases are considered to be within the context of publication rights so reserved by the Department.

4.7 **Project Budget.** Funding amounts for the Project shall be shared as outlined below. The Department's share shall not exceed the *Agreement Amount* indicated on the title page of this Agreement. To claim Iowa Brownfield Redevelopment Program funds, the Grantee shall follow the procedures of that program, separate from this Agreement.

ITEM	DNR AWARD	LOCAL MATCH	TOTAL COST
Asbestos Abatement	\$960.00	---	\$960.00
Building Deconstruction	\$25,000.00	\$100,000.00	\$125,000.00
TOTAL	\$25,960.00	\$100,000.00	\$125,960.00

4.8 **Estimated Deconstruction Cost Share Incentive.** For every additional 10% of landfill diversion by weight above 30% that is documented upon completion of the Project, Grantee cost share is reduced by 5% and the grant award amount will increase accordingly. The maximum grant award for deconstruction activities for this project shall not exceed \$50,960.00. *All deconstruction projects, at a minimum, must achieve a landfill diversion rate of 30% of the structure by weight to receive any reimbursement for deconstruction costs.*

Landfill Diversion By Weight for 325 E. Green Street	Applicant Cost Share	LOCAL MATCH	DNR AWARD
31%-40% Diversion	45%	\$95,000.00	\$30,960.00
41%-50% Diversion	40%	\$90,000.00	\$35,960.00
51%-60% Diversion	35%	\$85,000.00	\$40,960.00
61%-70% Diversion	30%	\$80,000.00	\$45,960.00
71%-100% Diversion	25%	\$75,000.00	\$50,960.00

4.9 Costs exceeding the grant award amount shall be the responsibility of Grantee.

4.10 Ten percent (10%) of reimbursement will be withheld until the Final Documentation Report required under Special Condition section 4.6 and 4.7 is received and approved by the Department. Upon notification of Final Documentation Report approval, the Grantee can submit a final claim for payment of withheld funds. Grantee may submit Final Documentation Report and claims (see Claim Procedure 4.12) at the same time, and if all documents are approved the 10% withholding requirement may be waived at the discretion of the Department.

4.11 **Claim Procedure.** In order to be reimbursed for Project expenses, the Grantee shall submit:

1. One (1) signed original (using non-black ink) of the Grant Expense Sheet detailing expenditures – provided by the Department.
2. Invoices or copy of paid receipts or checks for items for which reimbursement is requested must be attached to the Grant Expense Sheet.

4.12 Grant Expense Sheets must be submitted within ninety (90) days of the date of the oldest attached invoice. It is recommended that the Grantee submit Grant Expense Sheets as expenses are incurred

4.13 Claims shall be made only on items relating to the activities outlined in Section 4.5, Milestones of this Agreement.

4.14 No costs for which funds will be used can be incurred before the beginning date or after the ending date of the *Time of Performance*.

4.15 **Funding.** The Department will process claim vouchers for payment within thirty (30) working days provided that:

1. The Grant Expense Sheet is correctly completed;
2. All required documentation is attached;
3. All Project actions for which Grantee is seeking reimbursement have been conducted and completed to the satisfaction of the Department. This includes that Grantee is, and has been, operating in full compliance with all local, state, and federal laws, as well as the requirements of this Agreement.
4. The Grantee is accomplishing *Project Milestones* identified in *Article IV* to the satisfaction of the Department. If any of these conditions are not met, the Department will notify the Grantee of the deficiencies and the Department may return the canceled Grant Expense Sheet to the Grantee. A new Grant Expense Sheet may be submitted to the Department for payment once Agreement requirements are met.

## **ARTICLE V. REVIEW OF WORK**

The Department or its advisors shall have the right to review and observe at any time, completed work or work in progress on the Project.

- 5.1 Milestone activities must be met by the assigned date. If amending the assigned date(s) is required, prior written Department approval must be received. Failure to accomplish milestones by the assigned dates may result in withholding of grant funds or termination of this agreement pursuant to Section 11 of the General Terms of this Agreement.
- 5.2 Ninety (90) days after the end of the Term of Agreement the Department shall deobligate any unused award monies from the Project.

## **ARTICLE VI. INSURANCE**

- 6.1 The Grantee agrees to indemnify and hold harmless the state of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, related to or arising from: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee of any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to comply with the State, Local and Federal Law Compliance Requirements provision of this Agreement; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the state; any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or any failure by the Grantee to adhere to any confidentiality provisions of this Agreement.
- 6.2 The Grantee shall submit to the Department a copy of the Grantee's Certificate of Insurance and a written statement to attest that the Grantee holds an adequate level of insurance to insure against general liability, property damage, workers compensation and employer liability.
- 6.3 The Department or its advisors shall have access for the purpose of examination of any insurance policy and associated records regarding insurance coverage as it relates to this Agreement.
- 6.4 The Grantee shall maintain an adequate level of insurance for the period set forth under *Term of Agreement*.

## **GENERAL CONDITIONS**

### **SECTION 1. AGREEMENT NEGOTIATION**

The Grantee hereby agrees, upon commencement of Agreement negotiations, or after signature of the Agreement by both the Grantee and the Department, to attend an Agreement consultation meeting at the Department's office, if so requested by the Department. If the Grantee fails to attend the Agreement consultation meeting the Department shall be free to terminate the Agreement negotiations or the signed Agreement, whichever applies, by the described method in *Section 11* of the General Conditions.

## **SECTION 2. ENTIRE AGREEMENT**

This Agreement with all attachments and references constitutes the entire Agreement between the Department and the Grantee with respect to the subject matter hereof, and the Grantee acknowledges that it is entering into the Agreement solely on the basis of the terms and conditions herein contained and not in reliance upon any representative statement, inducement or promise, whether oral or written, not contained herein.

## **SECTION 3. AMENDMENT**

The Department or the Grantee may initiate an amendment to this Agreement. Any amendment is effective only if in writing and agreed to by the Department and the Grantee. The amendment shall be effective as of the date it is agreed upon, unless otherwise specified in the amendment.

## **SECTION 4. AVAILABILITY OF DATA**

All information and data obtained by the Grantee in connection with the Agreement shall be made available to the Department. Such information and data shall become the property of the Department except that which is necessary for the patent or copyright purposes of the Grantee.

## **SECTION 5. ASSUMPTION OF RISK AND LIABILITIES**

The Grantee shall assume all risks and liabilities in connection with the performance of the Agreement and shall be responsible for all claims, demands, action or causes of action of whatever nature or character arising out of or by reason of the execution or performance of the work provided for herein, except to the extent caused by the State of Iowa. The Grantee shall indemnify and hold harmless the Department, its employees, agents or representatives, and the State of Iowa from all claims, demands, actions or causes of actions, arising out of or by reason of the execution or performance of the work provided for herein, and shall be responsible for all attorney fees, costs and expenses incurred by the Department, its employees, agents or representatives and the State of Iowa, except to the extent caused by the State of Iowa.

## **SECTION 6. TRANSFER OF WORK**

The Grantee shall not transfer or assign any part or portion of the work on the Agreement without the prior written consent of the Department.

## **SECTION 7. REVIEW OF WORK**

The Department shall have the right to review and observe, at any time, completed work or work in progress on the Agreement.

## **SECTION 8. LOCAL, STATE AND FEDERAL LAW COMPLIANCE REQUIREMENTS**

The Grantee shall comply with all local, state, and federal statutes, ordinances, and rules or other requirements applicable to the establishment and operation of the Grantee's facility.

## **SECTION 9. ACCOUNTS AND RECORDS**

- 9.1 The Grantee agrees to maintain books, documents, and other records pertaining to all costs and expenses incurred and revenues acquired during this Agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed. The Grantee shall be prepared to support charges for salaries and wages by time, attendance and payroll records.
- 9.2 The Department, State Auditor, or any of their duly appointed representatives, shall have access for the purpose of audit and examination to any books, documents, papers and records of the Grantee which are pertinent at all reasonable times during the period of retention provided for in Sections 9.3, 9.4, and 9.5 below and shall have the right to make copies of excerpts or make other transcriptions thereof, subject to the provisions of 199 Iowa Administrative Code Section 1.9 and Iowa Code Chapter 22.
- 9.3 All records in the possession of the Grantee pertaining to this Agreement shall be retained by the Grantee for the period of five (5) years beyond the ending date set forth under *Term of Agreement*.
- 9.4 Records relating to any litigation or claim arising out of the performance of this Agreement, or costs or expenses of this Agreement to which exception has been taken as a result of inspection or audit, shall be retained by the Grantee until such litigation, claim, or exception has been finally settled or until five years from the ending date of *Term of Agreement* has expired, whichever occurs later.
- 9.5 The Grantee, in maintaining Agreement expenditure accounts and records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from any administrative reviews and audits by the United States or by the State of Iowa or by the Grantee. Such adjustments shall be set forth in the financial reports filed with the Department.

## **SECTION 10. UNALLOWABLE COSTS**

The following costs are unallowable under this Agreement:

1. Legal expenses for the prosecution of claims against the Department, the State of Iowa, the Federal Government, or any subdivision thereof;
2. The difference in costs between first class air accommodations and less than first class air accommodations, unless less than first class air accommodations are not available;
3. Costs incurred prior to the effective date of the Agreement;
4. Costs of preparing proposals for potential contracts;
5. Bad debts (any losses arising from uncollectible accounts and other claims and related costs);
6. Contingencies (contributions to a contingency reserve or any similar provision for unforeseen events);
7. Contributions or donations;
8. Entertainment (costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities);
9. Fines and penalties (costs relating from violations of, or failure to comply with federal, state and local laws and regulations);
10. Other financial costs (interest on borrowings -- however represented, bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith);
11. Insurance premiums and other costs associated with insuring items purchased using loan funds;
12. Office equipment such as furniture and computers, etc.

## **SECTION 11. TERMINATION OF AGREEMENT**

- 11.1 Termination for Cause. The Department may terminate this Agreement in whole or in part, at any time before the expiration date, whenever the Department has determined that the Grantee has materially failed to comply with the conditions of the Agreement. The Department shall promptly notify the Grantee in writing of the determination and reasons for the termination, together with the effective date.

11.1.1 In the event of Termination for Cause, the Department retains the right to cease all payments or reimbursements to the Grantee and the right to seek recovery of all funds provided to the Grantee prior to the date of termination. In the event of Termination for Cause under this subparagraph, the Department shall provide to the Grantee a Demand Letter establishing the grounds for Termination, notifying the Grantee that no additional funds will be provided to the Grantee (if applicable), and establishing the time frame for repayment of funds (if applicable). Grantee agrees that should it receive a Demand Letter pursuant to this subparagraph, it will comply with the terms therein and further agrees that any and all legal fees incurred by the Department for recovery of funds after Termination will be the responsibility of the Grantee.

- 11.2 Termination for Convenience - The Department or Grantee may terminate the Agreement in whole or in part when both parties agree that the continuation of the Agreement would not produce beneficial results commensurate with the future expenditure of funds. The two parties shall agree upon the termination conditions,

including the effective date and, in the case of partial termination, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall prepare and deliver to the Department copies of a final report, within sixty (60) days, summarizing the work performed and the results obtained to date, together with such information and items which, if the Agreement had been completed, would have been required to be furnished to the Department.

## **SECTION 12. COPYRIGHTS AND USE OF DATA**

- 12.1 The term "subject data" as used herein includes research data and reports, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature which are specified to be delivered under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to Agreement administration.
- 12.2 The Grantee shall be considered the author of all original subject data.
- 12.3 The State may duplicate, use and disclose in any manner for any authorized State activity, and may allow others to do so, all subject matter deliverable under this Agreement.
- 12.4 In the event the Grantee secures a copyright, the Grantee agrees to and does hereby loan to the State, its officers, agents and employees acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so for use by the State, its division, instrumentalities and local subdivisions, all subject data now or hereafter covered by copyright. If such subject data is not originated in the performance of this Agreement, such license shall be only to the extent that the Grantee, its employees or any individual or concern employed or assigned by the Grantee to originate and prepare such data under this Agreement, now has, or prior to completion of final settlement of this Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- 12.5 The Grantee shall exert all reasonable efforts to advise the Department at the time of delivery of the subject data furnished under this Agreement of all invasions of the rights contained in this Section.
- 12.6 The Grantee shall report to the Department promptly and in reasonable written detail, each notice or claim of copyright infringement received by the Grantee with respect to all subject data delivered under this Agreement. On receipt of this information, the parties hereto agree to confer to determine future uses to be made of the subject data.

## **SECTION 13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

- 13.1 The Grantee agrees to report to the Department promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Grantee has knowledge.
- 13.2 In the event of any claim or suit against the Department, the State of Iowa, their employees, agents, or representatives, or the United States, on account of an alleged patent or copyright infringement arising out of the work or services performed hereunder, the Grantee agrees to furnish the Department, upon request, all evidence and information in the possession of the Grantee pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Department except where the Grantee has agreed to indemnify the Department.

#### **SECTION 14. EQUIPMENT**

- 14.1 Definition - For loans and cooperative agreements to other than state and local governments, the term "equipment" means nonexpendable tangible personal property to be used in the performance of the Agreement, having an acquisition cost of five-hundred (\$500) dollars or more, and a useful life expectancy of greater than two (2) years. A borrower may use its own definition of equipment provided that such definition would at least include all articles of equipment as defined in this paragraph.
- 14.2 Definition - For loans and cooperative agreements to state and local governments, the term "equipment" means nonexpendable tangible personal property to be used in the performance of the Agreement, having an acquisition cost of five-thousand (\$5,000) dollars or more, and a useful life expectancy of greater than one (1) year. A borrower may use its own definition of equipment provided that such definition would at least include all articles of equipment as defined in this paragraph.
- 14.3 The Grantee shall provide the Department with the original invoice(s) of property purchased. Such purchased property must correspond with approved Agreement items.
- 14.4 The Grantee will keep an inventory of the property in their jurisdiction. Inventories must include the following property characteristics: a) the serial number if applicable; b) the Agreement Number (if acquisition occurred as part of the Agreement); c) its description; d) the date of acquisition; e) invoice number, if purchased; f) the original purchase price; and g) the physical location of the property.
- 14.5 The Grantee shall maintain adequate levels of insurance and a control system to insure adequate safeguards to prevent loss, damage or theft to the property. Any loss, damage, or theft of property shall be investigated, fully documented and reported to the Department within sixty (60) calendar days of the occurrence.

- 14.6 The Grantee shall implement maintenance procedures to keep all property in good condition. Maintenance costs in excess of one-half (1/2) the estimated current fair market value of property or equipment shall require prior Department approval.

#### **SECTION 15. ASSIGNMENT OF INTEREST**

Neither the Agreement nor any interest therein nor claim thereunder shall be assigned or transferred by the Grantee to any other party or parties. Attempted assignment may be considered, at the option of the Department, to be a cause for termination within the meanings of Section 11.1 of the General Conditions.

#### **SECTION 16. PERSONNEL**

- 16.1 Selection - The Grantee represents that it has, or will secure, all personnel required in performing the work and services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Department.
- 16.2 Qualification - All of the work and services required hereunder will be performed by the Grantee or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- 16.3 Change of Key Personnel - Any individual specified by name under the article Key Personnel within the Special Conditions herein is considered essential to the work and services to be performed. If for any reason substitution for a specified individual becomes necessary, the Grantee shall provide immediate written notification of such to the Department. The Grantee shall provide the name and resume of qualifications for the replacement individual. Any replacement shall be subject to the approval of the Department.

#### **SECTION 17. EFFECT OF INVALIDITY**

If any of the provisions herein shall be in conflict with the laws of the State of Iowa, or shall be declared to be invalid by any court of record in this state, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the law and such remaining portions of the Agreement shall remain in effect and shall be construed as if such invalid or conflicting portions were not contained herein.

#### **SECTION 18. LITIGATION**

- 18.1 The Grantee agrees to pay the cost of any litigation arising from failure of the Grantee to comply with the conditions or terms of this Agreement or resulting from the negligence or incompetence of the Grantee. In carrying out the provisions of the Agreement or in exercising any power or authority otherwise, it is understood that in such matters the Department acts for the State.
- 18.2 The venue for any cause of action based upon this Agreement by either party to this Agreement shall be in Polk County, Iowa, and the law of the State of Iowa shall apply.

## **SECTION 19. ASSURANCE**

- 19.1 The Grantee shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, political belief, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.
- 19.2 The Grantee will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or representative of the Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 19.3 The Grantee will comply with all relevant provisions of the Iowa Civil Rights Act and Iowa Code 19B.7, Iowa Executive Order #15 of 1973, and Title VI of the Civil Rights Act of 1964 (PL 88-352). The Grantee shall furnish all information and reports requested by the department and will permit access to its payroll and employment records by the Department or the Department's grantor agency for purposes of investigation to ascertain compliance with this nondiscrimination clause consistent with Iowa Code Chapter 22. The Grantee may be required to make available upon request its Affirmative Action Program containing goals and time deadline. Any breach of the above provisions shall be regarded as a material breach of Agreement and justification for termination for cause.
- 19.4 In the event of the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further action, and such sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act, Chapter 216, Code of Iowa, as heretofore and hereinafter amended, or as otherwise provided by law.

## **SECTION 20. CONTINGENT FEES**

The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Grantee, any fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**SECTION 21. OFFICERS NOT TO BENEFIT**

No officer or employee of the State shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; or have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**RESOLUTION 1815**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF WEST BRANCH ACCEPTING THE TERMS OF A DERELICT BUILDING GRANT FOR THE AMOUNT OF \$50,960.**

**WHEREAS**, the property known as 325 E. Green Street was purchased in 1989 by Croell Redi-mix, a cement company operated on a four-acre parcel and while planning a plant expansion at that site, the City proposed a land swap; and

**WHEREAS**, Instead of having this industrial use expand in this transitional area where a historic downtown and a well-establish neighborhood exist and would have been negatively impacted, the City is pursuing other redevelopment options; and

**WHEREAS**, the derelict building grant program is intended to assist small communities improve the attractive and appearance of their jurisdiction by providing financial assistance to address derelict buildings; and

**WHEREAS**, this grant is in the form of 50% reimbursement for deconstruction activities of which removing the derelict structures and concrete removal from the 325 E. Green site would apply; and

**WHEREAS**, it is now necessary for the City Council to accept the aforementioned Grant and the terms within the Derelict Building Grant; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch that the Agreement between the Iowa Department of Natural Resources and the City of West Branch Accepting the Derelict Building Grant for an Amount of \$50,960 is approved.

\* \* \* \* \*

**PASSED AND APPROVED** this 6th day of June, 2019

---

Roger Laughlin, Mayor

Attest:

---

Redmond Jones II, City Administrator / City Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	June 3, 2019
<b>AGENDA ITEM:</b>	<b>Resolution 1816</b> – A Resolution Approving the Bid Requirements and Specifications for Asbestos Removal located at 325 E. Green Street.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Gordon Edgar, Finance Director
<b>DATE:</b>	May 16, 2019

**BACKGROUND:**

Croell Redi-mix operated on a four-acre parcel at 325 East Green Street which is ranged north to south between Main Street and College Street. While planning for a plant expansion at that site, the city proposed a land swap. Instead of having this industrial use expand its operations in this transitional area that exist between a celebrated historic downtown with 14 buildings on the National Historic Register, and a well-established neighborhood known for its mature tree line and eclectic housing; the city pursued a land swap that exchanged 12 acres of industrial park property for the aforementioned 4 acre site. The swap has concluded and the city is moving forward with make the site more enticing to potential developers.

- The City has budgeted / invested \$400,000 of which more than half is already used.
- Land Swamp
- This has been done by developing a Planned Unit Development Ordinance with this site has one of the focal points.
- Phase One and Two Environmental Studies
- Planning Process (Impact 7G) – Grant Funded
- Derelict Building Grant
  - Asbestos Removal
  - Demolition Building(s)
  - Concrete Removal and Grading

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

*"Turning Vision into Reality is our Business"*

## **BID REQUIREMENTS AND SPECIFICATIONS FOR ASBESTOS REMOVAL OF 325 E Green Street**

The City of West Branch, hereinafter referred to as "West Branch," "City," or "Applicant" is seeking sealed bids from qualified asbestos contractors to remove asbestos from buildings located at 325 Green Street.

Contractor certifies that it is an Iowa –registered contractor, an Iowa Permitted Asbestos Abatement Contractor and all personnel who perform work on this project will have appropriate Iowa asbestos licenses. **The Contractor must include with this bid submittal a copy of their current permit issued by Iowa Workforce Development and current Iowa Contractor Registration Certificate.**

Asbestos Removal Scope of Work:

1. The successful bidding contractor shall furnish all tools, labor and materials for the proposed asbestos removal in accordance with all applicable plans, specifications, codes and ordinances of the City of West Branch, Iowa, asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Parts 61, NESHAP, and any other Federal Regulations, including but not limited to OSHA and EPA as well as all applicable State Regulations, including but not limited to the Iowa DNR. Work to be performed includes the following:
  - Remove ACM as identified in the accompanying Asbestos Survey in accordance with all applicable State, federal and Local regulations
  - Document amounts of ACM removed from the subject structure
  - Document ACM disposal at the designated landfill site through the use of Load Tickets and Landfill Tickets
  - Provide information as requested by the City.
2. Asbestos Containing Material Disposal Site: The Scott Area Landfill has been the designated locations for disposal of asbestos containing material waste. The landfill is located at 11555 110<sup>th</sup> Avenue (County Road Y-48); Davenport, Iowa 52804.

Overall Project Information:

1. A Project Manager from ECIA, on behalf of the City of West Branch and/or City of West Branch Staff will monitor the performance of this Contract. Direction by the City in this proposal shall also mean direction by the Project Manager. The Project Manager and/or City Staff will not have the authority to grant deviations from this Contract.
2. The Contractor shall maintain the work site to appropriate use standards, safety standards, and regulatory requirements. All materials shall be removed, hauled, and disposed according to applicable federal, state and local requirements.
3. The Contractor shall be responsible for providing personal protective equipment (PPE) to its agents and employees and for ensuring its proper utilization while at the job site.

This shall include, but not limited to: a hard hat, safety vest, goggles and steel-toed shoes/boots. Additionally, those actually working in the hot zone will be equipped with PPE appropriate for such work under State/OSHA regulations.

4. Hold Harmless: The Bidder agrees to protect, defend, indemnify and hold harmless the City of West Branch, it's officers and employees, State of Iowa, and IDNR their agencies and agents from any and all claims, damages, liability, loss and expense of every kind and nature made, arising out of, resulting from or incurred by reason of any claims, actions or suits based upon or alleging bodily injury, including death, or property damage rising out of resulting from the Contractor's operation under this contract, whether by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. Contractor is not and shall not be deemed an agent or employee of the City of West Branch.
5. Pricing: This is a LUMP SUM PRICE CONTRACT. This is a unit price, lump sum contract; all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and Applicant. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.
6. Estimated Quantities: The Applicant does not guarantee any quantity of work under this contract. Actual quantities, whether lesser or greater than estimated by the Contractor on the bid tabulation sheet for each address, will not affect the pricing process as indicated, nor the total project price bid by Contractor and accepted by Applicant. The Contractor is to indicate on each bid tabulation sheet his estimated quantities of debris and fill material. Payment will be made based on these quantities regardless of the actual amounts involved.
7. Emergency Planning – Health and Safety Plan: An emergency plan (Health and Safety Plan- HASP) shall be developed prior to work commencing. This must be in compliance with OSHA 29 CFR 1910, Occupational Safety and Health Standards and OSHA 29 CFR 1926, Safety and Health Regulations for Construction.

The emergency procedures in the Health and Safety Plan shall include:

- telephone numbers for potential emergency response (police, fire department, and emergency medical needs),
- the location of the nearest telephone and the location to the nearest hospital. A map showing streets with directions of the hospital shall also be provided in the plan.
- considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, heat -related and other injuries.

Written procedures shall be developed and staff training in the procedures shall be provided to all employees. Employees shall be informed of the Health and Safety Planning and trained in evacuation/response procedures in the event of workplace emergencies. This plan shall be filed with Applicant prior to the

commencement of any work. Contractor must provide certification that all staff have received HASP training.

8. Non-adherence to bid specifications: Non-adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.
9. Monitoring: This project is totally or partially funded by IDNR. Site monitor(s) may be present to observe and monitor worksite procedures. ECIA on behalf of the City of West Branch and/or City of West Branch Staff maybe onsite to monitor work.
10. Scheduling: No weekend work is allowed without prior approval from the Project Manager/City Staff. The Contractor must provide a 72-hour notice before the start of the project, the start date must fall within the 10 day after the Notice to Proceed has been issued. The 72-hour notice must include start date, and start time. Work is allowed between 7:00 a.m. to 7:00 p.m. Monday through Friday. Failure to start on the start day or at the start time given may result in a \$100.00 per hour fine capped at \$1,000.00 per day. The fine will be subtracted from the total project cost.
11. Bid Evaluations: Bid evaluations will be made individually. Price will not be the sole determining factor in this award. Other criteria as listed in "Bid Award Criteria" below will be considered, as well as any other factors that the Applicant determines may affect the suitability of the bid for their requirements. A Contractor's submission of a bid constitutes their acceptance of the evaluation technique and their recognition and acceptance that the Applicant will use subjective judgment.
12. Award Criteria: Award of the bid shall be made to the lowest and best responsive and responsible Bidder(s) meeting the specification set forth herein. In addition to the quoted price, the following is a substantial list (in no particular order of importance) of the criteria that will be used in our determination of Bidder's responsibility and suitability:
  - Satisfactory experience in the timely completion of demolitions;
  - Company's reputation and financial status;
  - Past experience and service provided by the bidder to the Applicant;
  - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services and provide the products specified;
  - Company's ability to meet the Applicant's insurance and bonding requirements;
  - Strength of bidder's hiring and training programs
  - Company's ability to immediately fully staff the project with certified, licensed staff; and,
  - Strength of the company's safety program and history.

The City reserves the right to accept or reject any or all bids; to request rebids; to waive irregularities and technicalities in bids, such as shall best serve its requirements and

interests. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

- The Applicant shall determine which bidder has submitted the lowest and most responsive and responsible bid, who has best met the bid criteria as set out above and make its recommendation to the City Council.
- The City Council shall consider a resolution awarding the contract and authorizing the Mayor to sign this contract on behalf of the Applicant. No contract shall be deemed to be created and exist, unless and until the Applicant adopts a resolution awarding this contract and authorizing the Mayor to execute this contract.
- The Mayor signs this contract.
- The Applicant issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.

If the Applicant determines that all the bids received should be rejected, the bidders shall be notified by the Applicant accordingly. At that point, the Applicant may, or may not, re-bid the project

13. Contract Terms: If a bid is accepted, the successful bidder shall sign a contract. The terms of the contract will include, but not be limited to the following:

- i. The representatives of the Contractor shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of representatives of the Contractor to make a personal examination of the job site and physical conditions which may affect the performance under the Contract.
- ii. The work shall commence within ten (10) days after the notice to proceed and work shall be completed within thirty (30) days of notification. Time extensions will be granted for those portions of the project affected by inclement weather conditions.
- iii. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
- iv. The Contractor shall not begin work on any asbestos removal and shall not begin work on until after the contract has been approved by the City Council and a completely executed copy has been returned to the Contractor with Notice to Proceed.
- v. During the performance of the Contract, the Contractor, its assignees and successors in interest shall comply with the anti-discrimination laws of the State of Iowa, as contained in Chapter 19B and 551 of the Code of Iowa, which will be incorporated by reference and made part of the contract.
- vi. This project is totally or partially funded by IDNR. Site monitor(s) may be present to observe and monitor survey procedures at the worksite.

vii. Government-Mandated Provisions. Since this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the City's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions will nonetheless be set forth in the contract to cause it to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44CFR Section 13.36(i).

1. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in the Contract, and if such default remains uncured for a period of 5 days after notice of default has been given by City to Contractor, then City will have the right to take any one or more of the following steps, at its option:
  - a. By mandamus or other suit, action proceeding at law or in equity, require Contract to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City under the contract, or obtain compensation for damages caused to the City by any such default;
  - b. Have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
  - c. Make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under the Contract;
  - d. Terminate the Contract by delivery to Contractor a written notice of termination; and/or
  - e. Take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor under the Contract, including but not limited to the recovery of funds.

No delay in enforcing the provisions of the Contract as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor shall pay the reasonable attorney's fees and expenses incurred by City.

2. Termination for Cause and for Convenience. City shall have the right to terminate the Contract at any time by delivering to Contractor 7 days' advance written notice of intent to terminate.
3. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR

Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)

4. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair)
5. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
6. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.
7. Access to Documents. Contractor shall exercise best efforts to maintain communication with City's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to City, Iowa Department of Natural Resources (IDNR), State of Iowa, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such

event, the Contractor shall not be liable for the City's use of such documents on other projects.

8. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.
  9. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and sub grants of amounts in excess of \$100,000)
  10. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19646, Apr. 19, 1995].
14. Conflict of terms: If there is a conflict between the terms of these Special Terms and Conditions and the Letter of Agreement, the Special Terms and Conditions shall prevail.
15. All bidders must meet the following bonding and insurance requirements:
- (1) All bidders must submit the following: a bid guarantee equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required with the time specified.

If awarded the contract, the successful bidder must provide the following bonds prior to signing the Contract with the City.

- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond". A payment bond is executed in connection with a contract to assure payments as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- (4) The Contractor awarded this work shall provide the following with the Applicant listed as certificate holder:
  - *Commercial General Liability Insurance* in the minimum amount of \$1,000,000.00
  - *Automobile Liability Insurance* in the minimum amount of \$1,000,000.00

- *Worker's Compensation and Employer Liability Insurance* in the minimum amount of \$1,000,00.00
  - *Pollution Liability Insurance* in the minimum amount of \$1,000,000.00
- (5) The successful bidder will protect and hold harmless the City, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
- (6) The successful bidder will add the following to all liability coverages:
- a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
  - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
16. The Contractor will be paid contract price for all items satisfactorily completed. Such payments shall be full compensation for asbestos removal and disposal, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work, in accordance with the plans and these specifications.

Contractors shall familiarize themselves with the specifications and conditions which will affect the project. **It will be the responsibility of the Contractor to make a personal examination of the job site(s) and the physical conditions which may affect his bidding and performance under the contract.**

17. Sales Tax Exemption Certificates: The bidder shall not include sales tax in the bid. The City of West Branch will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the contract.
18. Payment will be made to the Contractor within forty-five (45) days after the completion and acceptance thereof by the City Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.

The invoice shall clearly state:

1. The Contractor name,
2. The address of each structure and GPS coordinates
3. Description of work performed, and
4. Date of asbestos removal

Invoices shall be billed to:  
City of West Branch  
Attention: Redmond Jones II, City Administrator  
City Hall, P.O. Box 218  
West Branch, Iowa 52358

**EXHIBIT "A"**  
Asbestos Contractor

**Company Information & Approval That the Information provided is Truthful and Accurate:**

Contractor is an: Individual  Partnership  Corporation  Firm

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

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Company Authorized Representative Signature:

\_\_\_\_\_

References:

Please Provide 3 references of asbestos surveying and monitoring of abatement of projects completed by your company:

1). \_\_\_\_\_  
Project Contact Phone Number

2). \_\_\_\_\_  
Project Contact Phone Number

3). \_\_\_\_\_  
Project Contact Phone Number

**EXHIBIT "B"**

**TOTAL BID TABULATION**

325 E. Green Street

Having examined the specifications and related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including the availability of labor, materials and equipment, licenses and permits, the undersigned hereby proposes to perform in accordance with this Request for Bid and the prices stated. Contractor agrees to commence work under this contract on a date specified in a written "Notice to Proceed," and complete the work in the time allotted.

<b>Item #</b>	<b>Description</b>	<b>TOTAL COST</b>
1	Removal of ACM	
<b>Total address cost, not to exceed:</b>		
<b>Address</b>	325 E. Green Street, West Branch	

\* The sum of the charges quoted for each site must equal the amount quoted for the total project cost. Evaluation of the bid price shall be on the basis of the total project cost quoted by each bidder. If the foregoing total price differs from the actual amounts from Bid Tabulation Sheets, the Bid Tabulation Sheet figures shall override. All bids are on a "not to exceed" basis; changes in the scope of work will take the form of written amendments.

Contractor: \_\_\_\_\_

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

**RESOLUTION 1816**

**A RESOLUTION APPROVING THE BID REQUIREMENTS AND SPECIFICATIONS FOR ASBESTOS REMOVAL LOCATED AT 325 E. GREEN STREET.**

**WHEREAS**, the property known as 325 E. Green Street was purchased in 1989 by Croell Redi-mix, a cement company operated on a four-acre parcel and while planning a plant expansion at that site, the City proposed a land swap; and

**WHEREAS**, Instead of having this industrial use expand in this transitional area where a historic downtown and a well-establish neighborhood would have been negatively impacted; and

**WHEREAS**, removing the asbestos from the derelict building(s) on this site, is one of the pre-development activities that will assist the site to be more enticing to potential developers; and

**WHEREAS**, it is now necessary for the City Council to accept the aforementioned Bid Requirements and Specifications in order to solicit a contractor / vendor the work needed as prescribed by the Derelict Building Grant and service described therein; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch that the Bid Requirements and Specifications for Asbestos removal located at 325 E. Green Street is approved.

\* \* \* \* \*

**PASSED AND APPROVED** this 6th day of June, 2019

---

Roger Laughlin, Mayor

Attest:

---

Redmond Jones II, City Administrator / City Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	June 3, 2019
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> Consideration of a Request to Pave the Alley between 4 <sup>th</sup> and 5 <sup>th</sup> . .
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Roger Laughlin, Mayor
<b>DATE:</b>	May 16, 2019

**BACKGROUND:**

We have received citizen complaints. The added strain on labor time due to the cleaning up the gravel after rain fall has been of concern. It is also of safety concern due to the risk loose rock pose for vehicles traveling roads cluttered with these rocks, this is of special concern for motor cycles.

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

*"Turning Vision into Reality is our Business"*



**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b>	June 3, 2019
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> Consideration of a Request to allow the residents of the west side of Scott Street to maintain public right-of-way along the “Wapsi-West” creek.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Roger Laughlin, Mayor
<b>DATE:</b>	May 16, 2019

**BACKGROUND:**

Some time ago, the City made the decision to mow the public right-of-way along the “Wapsi-West” creek. This was in many cases against the desires of the residents who live on the west side of Scott Street between West Orange and Main.

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

*"Turning Vision into Reality is our Business"*