



**PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING  
SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY OCTOBER 7, 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**

1. Update from the West Branch City Safety Committee – Presented by Jose Gongora

**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 September 16, 2019.
2. **Motion to Approve** the Appointment of Ty Doermann to the Nuisance Appeal Hearing Board.
3. **Motion to Approve** Casey's General Store #3463 – Privilege Change – adding Class B Carryout Wine Effective 11/1/2019.

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4. **Resolution 1841** – Authorizing an Amount Not to Exceed \$2,873 for Artist Services from the University of Iowa for the Design and Development of a Mural.
5. **Motion to Approve** a Quote in the Amount Not to Exceed \$5,272.00 for Carpentry Services from Westgard Woodworks for the Finishing and Installation of Town Hall Entry Doors.
6. **Motion to Approve** the Claims Report.

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

1. **Resolution 1842** – Approving the final plat for The Meadows Subdivision, Part 4A, West Branch.
2. **Resolution 1843** – Approving the final plat for The Meadows Subdivision, Part 4A, West Branch.
3. **Discussion Item:** Wapsinonic Creek Widening.
4. **Discussion Item:** Concerns and Complaints Regarding Parking Privileges on Division Street.
5. **Discussion Item:** Regarding Several Traffic Control Issues and/or Concerns Related to New Development.
6. **Discussion Item:** A Clarification on the City Council's Direction Regarding a Year Test Program to Establish Alcohol Retail at the Cubby Park Pavilion.
7. **Discussion Item:** Regarding Policy on Waivers for Sewer Service Charges.
8. **Motion to Approve** a Sewer Credit for Millie Verlo (424 E. Main Street).
9. **Motion to Approve** a Sewer Credit for James McLain, 700 Sullivan Street.
10. **Resolution 1840** – Approving a Professional Service Agreement with Simmering-Cory, Iowa Codification in the Amount of \$7,000.
11. **Resolution 1844** – Accepting the Low Quotes for the Demolition and Salvage of Structures A and B at 325 E. Green Street (A.K.A. the Former Croell Ready Mix Site).
12. **Motion to Accept** a Quote from Alpha Graphics in the Amount of \$692.34 for printing and mailing services for a postcard mailing regarding the Capital Improvement Reserve Levy which will be on the November Ballot.

**H. Reports**

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

**I. Comments from Mayor and Council Members**

**J. Adjournment**

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

**West Branch, Iowa  
Council Chambers**

**City Council Meeting**

**September 16, 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, Nick Goodweiler and Jordan Ellyson were present. Brian Pierce was absent. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy Clerk Gordon Edgar, Public Works Director Matt Goodale, and Police Chief Mike Horihan.

**GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS**

Carolyn Anderson, Executive Director of the West Branch Community Development Group, presented a report on the CDG budget for 2018. She noted, that during the past year, the CDG office was relocated to space in the Heritage Museum in exchange for paying a portion of the utility bills. One of the recent program activities was an exchange of eight members from Main Street Grundy Center visiting West Branch was friendly, inviting and quaint but also it lacked street signs downtown, there were no signs directing people to the Hoover site if they entered the city from the north, east, or west. She also noted that the Smithsonian Institution's Museum on Main Street will visit West Branch in November and December of 2020.

**PUBLIC COMMENT**

Millie Verlo, 424 East Main Street, addressed the Council and asked for sewer forgiveness on a recent utility bill. She said a hose had run all night and she was billed \$200 for water and \$200 for sewer. She said she expected to pay for the water but would like forgiveness for the sewer portion. The Council agreed to forgive her sewer bill and also said that Jim McLain's request should be revisited. Edgar agreed to have credits calculated for both parties. Miller asked that a policy be established in the future to handle this type of situation.

John Fuller, Chairman of the Planning and Zoning Commission, spoke briefly about the posters that would be presented tomorrow night at the Revised Comprehensive Plan Open House at the Town Hall. He invited everyone to join him from 6:00 pm to 8:00 pm.

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

Motion to approve minutes for City Council meeting September 3, 2019.  
Motion to approve a block party permit application (Merle Eggert requesting).  
Motion to approve the West Branch Fire Department appointment of Dan Powers.  
Motion to accept the Staff Work Plan.  
Motion to approve the Claims Report.

EXPENDITURES	9/16/2019	
ALLIANT ENERGY	CUBBY PARK	13,905.34
AMAZON	BOOKS, PROGRAM SUPPLIES	711.60
BAKER & TAYLOR INC.	BOOKS	63.93
BANKERS ADVERTISING COMPANY	AWARD PLAQUE	42.05
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	98.49
BSN SPORTS INC	SPORTS SUPPLIES & EQUIP	4,195.43
BUSINESS RADIO SALES	RADIO REPAIR	86.25
CEDAR COUNTY RECORDER	RECORDING FEES	50.00
CHERYL HOLLICH	BUILDING INCENTIVE PAYMENT	1,582.29
CULLIGAN WATER TECHNOLOGIE	WATER SOFTENER SERVICE	50.15
DEWEYS JACK & JILL	MAINT & OPERATING SUPPLIES	118.93
DON KRAMER	LIBRARY PROGRAM	247.00
ECONO SIGNS LLC	SIGNS	672.51
EMERGENCY SERVICES MARKETI	SERVICE SUBSCRIPTION	735.00
FEHR GRAHAM	308 PV PARK CONST SERVICE	3,177.75
FELD FIRE EQUIPMENT CO. IN	SUPPLIES	2,151.93

GIERKE-ROBINSON COMPANY INC	SUPPLIES	304.90
HD CLINE COMPANY	LAWN MOWER	9,359.00
HOLLYWOOD GRAPHICS	SHIRTS	2,674.72
IMWCA	WORKERS' COMPENSATION PREMIUM	2,097.00
INTERSTATE POWER SYSTEMS INC	ANNUAL GENERATOR SERVICE	762.62
IOWA ASSN. MUN. UTILITIES	SAFETY TRAINING	655.37
IOWA ONE CALL	LOCATION SERVICE	81.00
IOWA STATE UNIVERSITY, TRE	PROG FEE-INSECT ZOO HANDS ON	267.58
JOHNSON COUNTY REFUSE INC.	RECYCLING AUGUST 2019	4,009.00
L. L. PELLING CO. INC	STREET REPAIRS	50,954.66
LENOCH & CILEK	SUPPLIES	76.97
LIBRARICA LLC	CASSIE LICENSE	99.00
LINN COUNTY R.E.C.	STREET LIGHTS	139.23
LYNCH'S EXCAVATING INC	REPAIR WATER MAIN-GREENVIEW CT	2,438.10
MATT PARROTT/STOREY KENWORTHY	LASER UTILITY BILLS	715.00
MENARDS	SUPPLIES	138.22
PAUL O'NEIL	TELEPHONE REPAIR	37.10
PITNEY BOWES GLOBAL FINANCE	POSTAGE METER LEASE	102.39
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE METER-LIBRARY	503.50
PLAY IT AGAIN SPORTS	VOLLEYBALLS AND BAGS	777.33
PLUNKETT'S PEST CONTROL IN	PEST CONTROL-CITY BUILDINGS	170.18
PORT 'O' JONNY INC.	SERVICE-WAPSI PARK & CEMETERY	180.00
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	759.00
QUILL CORP	OFFICE SUPPLIES	117.91
STATE HYGIENIC LAB	LAB ANALYSIS	273.00
STATE INDUSTRIAL PRODUCTS	MAINTENANCE SUPPLIES	180.56
UPS	SHIPPING	73.04
US BANK EQUIPMENT FINANCE	LIBRARY COPIER LEASE	223.13
USA BLUE BOOK	SUPPLIES	1,096.48
VITAL IMAGERY LTD	SUBSCRIPTION iCLIPART TO 8-28-20	50.00
WALMART COMMUNITY/RFC/LLC	DVDS, PROG & OFF SUPPLIES	377.92
WEST BRANCH ANIMAL CLINIC	ANIMAL CARE	329.00
WEST BRANCH REPAIRS	VEHICLE REPAIR	231.45
WEX BANK	WEX BANK	2,222.01
YOTTYS, INC.	HHTD GOLF CARTS	1,000.00

<b>TOTAL</b>	<b>111,365.02</b>
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<b>PAYROLL</b>	<b>9/6/2019 43,940.94</b>
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**PAID BETWEEN MEETINGS**

SWANSON, ROBERT	UTILITY REFUND	66.45
HUEBBE, KALLISTA	UTILITY REFUND	66.35
LEVIN, ARIEL	UTILITY REFUND	66.45

<b>TOTAL</b>	<b>199.25</b>
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<b>GRAND TOTAL EXPENDITURES</b>	<b>155,505.21</b>
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**FUND TOTALS**

001 GENERAL FUND	96,044.77
022 CIVIC CENTER	749.45
031 LIBRARY	8,916.99
036 TORT LIABILITY	1,977.09
110 ROAD USE TAX	4,448.58
112 TRUST AND AGENCY	4,837.23
308 PARK IMP - PEDERSEN VALLEY	12,536.75
600 WATER FUND	14,947.46
610 SEWER FUND	11,046.89

<b>GRAND TOTAL</b>	<b>155,505.21</b>
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**REVENUE-FISCAL YEAR 2020**

<b>FUND</b>	<b>AUGUST</b>
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001 GENERAL FUND	22,846.35
022 CIVIC CENTER	215.00
031 LIBRARY	217.56



110 ROAD USE TAX	33,553.54
121 LOCAL OPTION SALES TAX	18,301.74
125 TIF	518.13
310 COLLEGE ST BRIDGE REPLACEMENT	138,670.23
500 CEMETERY PERPETUAL FUND	300.10
502 KROUTH INTEREST FUND	0.03
600 WATER FUND	54,341.08
610 SEWER FUND	32,944.92
740 STORM WATER UTILITY	4,988.11
<b>TOTAL</b>	<b>306,896.79</b>

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

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

Discussion: Questions about the insect screening required for the Cubby Park concession stand have arisen. Nate Kass said he recommended that the bug screen be installed. Fehr Graham had experienced an inspector who required the screen be installed. They had also experienced inspectors who did not enforce the code. Melissa Russell commented that she would hate to have the building not pass inspection because the screen was not installed. The Council then agreed to have it installed.

Resolution 1838 – Approving Change Order #4 in the amount of \$19,346.12 for the relocation of an existing 12" water main for the College Street Bridge Project. /Move to action.

Dave Schechinger spoke on the requirements to correct problems that had been encountered. The contractor had to remove some utilities and lower some intakes. V & K will compensate the City for approximately \$3,800 of the Change Order amount.

Motion by Ellyson, second by Goodweiler to approve the Resolution 1838. AYES: Ellyson, Goodweiler, Stoolman, Miller. Absent: Pierce. NAYS: None. Motion carried.

Discussion: Consider a request from Fobian Brothers for an intake and storm water pipe installation. Dave Schechinger reported that the existing drain for the area was unusable due to silt buildup and the construction was now causing water issues for the grain storing operation. The work actually has been completed because the contractor had a crew available with time to complete the work. The contractor would now like to be paid for the work. Redmond Jones will contact Fobian Brothers about participating in the payment and if they decline, the City will have to absorb the entire amount.

Resolution 1839 – Approving an employee salary adjustment for completing the Law Enforcement Academy Project. /Move to action.

Chief Horihan explained that Officer Murdock had been hired at \$19.50 per hour and had been promised an increase after completing the Law Enforcement Academy.

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

## **CITY ADMINISTRATOR REPORT**

Jones asked the Council if anyone wanted to attend the Iowa League of Cities conference in Dubuque next week. He did not receive any commitments to attend. Jones said he will attend a Community Catalyst Training in Brooklyn, Iowa on September 17<sup>th</sup>. Jones said he has requested an extension of the deadline to clean up the former Croell site to next spring.

## **CITY ATTORNEY REPORT**

No comments.

## **STAFF REPORTS**

No comments.

## **COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Miller asked if P&Z was going to outlaw the fireworks stand on Larry Lynch's property south of I-80. Jones replied that he thought P&Z wanted to designate that as the only zone in town where fireworks could be sold.

Miller commented that since the entrance of the golf course has been moved, the traffic flow has changed and the road seems more dangerous now.

**ADJOURNMENT**

Motion to adjourn by Ellyson, second by Goodweiler. Motion carried on a voice vote. City Council meeting adjourned at 8:15 p.m.

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Roger Laughlin, Mayor

ATTEST: \_\_\_\_\_  
Gordon Edgar, Deputy City Clerk

**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b> October 7, 2019	
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> the Appointment of Ty Doermann to the Nuisance Hearing Board.
<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>	October 2, 2019

**BACKGROUND:**

In adherence with 50.10 of the Code of Ordinances for the City of West Branch, a Nuisance hearing committee is to established in order to provide accused nuisance violators the opportunity for hearing. The findings of this body 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.

The committee will have the discretion to assign reasonable time period(s) to comply with abatement orders. If the owner refuse to abide by the terms set forth by the committee a placarded will be affixed to the property indicating two days to comply or file claim with district court. If a claim is filed in district court, it the responsibility of the owner to copy the city with court filing documents before the stated compliance timeline.

The hearing committee will exercise in a quasi-judicial role with the authority to hold hearings and conduct investigations into disputed nuisance abatement claims. Alleged infractions will be ruled in accordance with and guided by Chapter 50 of the West Branch code of ordinances.

This will be a three member body, seated by the Mayor, a City Councilperson, and a member of the public. Mr. Doermann has agreed to serve in this capacity.

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

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Advisory Board/Commission  
Application Form

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

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

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

Board or Commission NUISANCE HEARING Today's Date 9.24.13  
Committee

(Please print)

Name: TY DOERMANN Address: 122 N 6th St

Phone: (home) N/A Phone: (cell) [REDACTED]

Email: TY.DOERMANN@gmail.com

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

How long have you been a resident of West Branch? 2 1/2 YRS

Occupation: ASSOC. WARDEN Employer: IOWA DEPT. OF CORRECTIONS

*Optional Questions (use the back if necessary)*

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

Ex City Administrator

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

UNDERSTAND THE IN'S / OUTS OF CITY GOVERNMENT  
AND HOW TO APPLY TO THE ORDINANCE





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 7, 2019
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<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> Casey's General Store #3463 – Privilege Change – adding Class B Carryout Wine Effective 11/1/2019.
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<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
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<b>PREPARED BY:</b>	Leslie Brick, Deputy City Clerk
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<b>DATE:</b>	October 2, 2019
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**BACKGROUND:**

Approve the addition of Class B Carryout Wine privileges for Casey's Marketing Company, dba Casey's General Store #3463 at 615 S. Downey Street, effective November 1, 2019 through March 30, 2020.

In addition, due to a retirement there is an Officer change. Michael Richardson has retired from the Company as President and effective June 29, 2019, Megan Elfers has been appointed as President. Appropriate documentation has been received regarding this change.

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

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	Resolution 1841 – Authorizing an Amount Not to Exceed \$2,873 for Artist Services from the University of Iowa for the Design and Development of a Mural.
<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>	Redmond Jones, City Administrator / Rod Ness, CCEDCO
<b>DATE:</b>	October 2, 2019

### BACKGROUND:

Mural Project started as an idea developed in our Great Places Grant application. Our application was not approved. However, mural concept was popular with several Cedar County communities. As a result, the Cedar County Economic Development Commission decided to take the leadership role in coordinating the relationship between the University of Iowa (who house several artists) and various hosting Cedar County communities.

These mural projects are a cultural investment that several Cedar County cities hope to offer more than just pretty picture. Supporting this project hopes to contribute to increase tourism, improved aesthetics, increased business traffic and building occupancy, and eradication of blight. The original goal of the Great Places grant application was to use murals to uniquely identity each community; yet, contribute to a cultural cohesiveness that can become a long term community asset.

This item solidifies an arrangement where the **University agrees** to pay \$2,500.00 in artist fees to the artist and fringe in the amount of \$296.00 in accordance with the employment offer letter between the University and the artist; and

The **City agrees** to pay an amount not to exceed \$2,873.00 of invoiced project fees for the completion of the mural.

<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>	

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MEMORANDUM OF AGREEMENT  
Between

The University of Iowa  
Iowa City, Iowa

and

**City of West Branch**  
West Branch, Iowa

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into on **October 7, 2019** by and between The University of Iowa, Iowa City, Iowa; (hereinafter "University") and the City of West Branch, 110 N Poplar St, West Branch, IA 52358 (hereinafter "Supplier").

**RECITALS**

WHEREAS, the Supplier desires to collaborate with the University on a public art project consisting of the installation of a painted mural for Supplier.

WHEREAS, it is the desire of the University to enter into an Agreement with Supplier to provide The University of Iowa with services as outlined in this agreement.

THEREFORE, In consideration of the promises and the mutual covenants contained therein, the Parties agrees to the following terms and conditions.

**TERM**

This Agreement shall begin on or about **June 1, 2019** and remain in effect through and including **December 31, 2019** unless earlier terminated.

**TERMINATION OF AGREEMENT**

Termination for Breach of Agreement: The University may terminate this Agreement upon ten (10) days written notice for breach of this Agreement or any obligation thereof by the Supplier.

Termination for Convenience: The University may terminate at any time within the first 45 days of the initial contract or any and all extension periods, should the University determine the Supplier's performance is or becomes unsatisfactory in the sole opinion of the University, then the contract may be terminated.

Supplier may terminate the Agreement any time within the first 45 days of the initial contract or any and all extension periods should the Supplier determine, in its sole discretion that the University is not acting in accordance with the terms and conditions of the contract.

**LIABILITY**

Supplier Liability: To the fullest extent allowed by law, Supplier agrees to indemnify and hold harmless the University of Iowa, the State of Iowa, the Board of Regents, State of Iowa and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Supplier, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provision of products and services under this contract.

During the performance of Services, Supplier shall be in compliance with all applicable state and federal laws, and the Policies and Procedures of the Board of Regents, State of Iowa, and the University of Iowa, including

but not limited to the University of Iowa Conflict of Interest policy. **Refer to University Operations Manual at [www.uiowa.edu/~our/opmanual/](http://www.uiowa.edu/~our/opmanual/)**

## **SCOPE OF WORK**

University of Iowa student, **Ali Hval**, hereinafter referred to as the Artist, under the supervision of the University, will install a mural for the Supplier, according to the design selected from the Mural Design Proposal, incorporated herein. The Supplier agrees to partner with the University and Artist on this project.

### **MURAL INSTALLATION**

- Mural shall be painted by the Artist at a location to be decided upon by the Supplier.
- The executed mural will faithfully reflect the final design. Any alterations of the design after commencing shall be approved by the Supplier and/or University.
- The mural will be executed by the Artist in a professional and timely manner, in close communication with the Supplier and University, and in accordance with an agreed upon schedule.
- The Artist shall use lightfast, professional quality materials supplied by Nova Color, Montana, or a similar product specified for long term exterior use and light exposure approved by the University.
- The Artist will varnish the mural using Nova Color Satin Exterior Varnish 216, applied with a brush or sprayed, or a similar non-yellowing exterior varnish approved by the University.
- The Artist will complete the mural using best practices.
- The Artist shall not be responsible for delamination sourced internally (e.g. failure of wall cap, flashing, etc.), or vandalism, accidental damage, or graffiti.

### **SCHEDULE**

- Work shall commence **no earlier than October 1** and be finished on or before **June 30, 2020** pending weather delays. It is estimated that it will take approximately **3 week(s)** to complete the mural (depending on weather, paint drying times, etc.).
- The Artist's standard work hours will be **Monday through Friday, 8 a.m. to 5 p.m.**
- Unexpected delays due to weather, health or injury, will be accommodated within reason, and to the best of the ability of the artist and the University in consensus agreement. Artist shall communicate closely with the Supplier and University in regards to any project delays or unanticipated challenges.

### **SITE PREPARATION / MATERIALS**

- The Supplier will secure all necessary permissions and permits for the installation of the mural. In some cases, the Supplier may need to enter into an agreement with a private property owner.
- The overall site repair and preparation will be completed by and paid for by the Supplier, before painting of the mural begins.
- The Supplier will have the substrate assessed by a professional for any needed repairs (e.g. cracks, gauges, and/or buckling in the brick, mortar joints, carpentry, and plaster) and pay for any associated fees. Completing any needed repairs is recommended to promote the mural's longevity. In addition, the Supplier will have the wall cleaned of dirt, debris, and flaking paint.
- Bare walls will be properly cleaned and prepped by the Supplier and allowed to dry sufficiently before priming and pay for any associated fees.
- Bare walls shall be primed with a high-grade professional product designed for exterior applications by the Artist, and product will be purchased by the University.
- The University will purchase all other materials described in the Mural Design Proposal.

### **EQUIPMENT / SECURITY / SAFETY**

- The Supplier will provide scaffolding (and provide a contact person to adjust the scaffolding, as needed, throughout the duration of the project) or a lift and pay for any associated fees. The Supplier will provide throughout the duration of the project (for scaffolding: also a number to call in case it needs to be moved from time to time).
- The Supplier, at its discretion, may request work to be temporarily suspended in order to accommodate large events or other maintenance activities associated with the location.
- The Artist will place tarps and secure them at the base of the wall's entirety to protect the sidewalks. The Artist will "pack it in / pack it out," maintaining a clean and orderly jobsite, sweeping up loose paint, using drop cloths/plywood/cardboard if necessary.

- The Supplier will provide access to nearby storage space for supplies, identify a restroom for Artist to use near the project site during working hours a nearby water source, and secure overnight housing for the Artist (if necessary) and pay for any associated fees..
- Scaffolding, ladders, and lifts may be stored on site during the project, but materials including paint shall be stored off site, or in a secured location on site (e.g. locked tool box or in the raised bucket of a lift). The Artist will be responsible for security of any supplies bought, borrowed, or rented.
- The Artist will adhere to all government safety protocols as outlined by the Occupational Health and Safety Administration (OSHA) of the United States Department of Labor. These regulations can be found at [osha.gov](http://osha.gov) and are the responsibility of the Artist to follow when using scaffolding, ladders, and lifts, etc.
- If in an active alley/sidewalk location, bases of scaffolding, ladders, and lifts shall be traffic coned by the Artist at all times during active and inactive periods of use. Cones will be provided by the Supplier.

#### **DOCUMENTATION / PUBLICITY**

- The Artist shall be available within reason to aid Supplier and University marketing efforts, and agrees to allow the progress of the mural to be documented by the University, as well as the final piece.
- The Supplier and University will own the rights to the documentary images, and they will be used to promote the project and the artist in traditional print and social media platforms. Artist may have fair-use of the publicity images, but may not profit from their use (e.g. sell the images as prints). Similarly, the Supplier will not sell or directly profit from images of the mural in accordance with US copyright law and the 1990 Visual Artists Rights Act (VARA).

#### **OWNERSHIP / RIGHTS/ FUTURE**

- The Artist agrees to the perpetual license of the right to display and transmit the work to Supplier, excluding the right to authorship credit and modification. The Supplier does not need to display the Artist's name together with the mural, unless being described with any editorial usage, but Supplier may not seek to mislead others that the mural was created by anyone other than the Artist.
- The Artist retains access to the mural image for his/her professional portfolio or promotional use. The Artist will retain exclusive right to make and distribute copies, to display the work publicly, and to make derivative works (subsequent copyrightable creations based on the original work) in line with US copyright law, protecting the mural as an "original work of authorship fixed in [a] tangible medium of expression."
- The Artist agrees that the mural is produced with the intent that it be unique.
- In accordance with VARA, the artist shall have the right to "prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and to prevent any destruction of a work of recognized stature."
- Unless otherwise noted, the Supplier is expected to maintain the mural for at a minimum of five (5) years from completion and pay for any associated fees. However, if the Supplier plans to demolish or paint over the mural prior that time, the Supplier must make efforts to contact the University and the Artist. The Supplier must make reasonable effort to contact the Artist to make repairs to the mural within the five (5) years.
- Upon completion, the Artist shall present a PDF indicating technical specifications for all primers/paints/colors/varnish/etc. used in the mural, as well as multiple forms of contact information for the artist.

#### **THE SUPPLIER AGREES TO**

1. Provide a single point managerial-level contact for the University to coordinate all requirements; to be the point of contact for any problems/questions that may arise; meet periodically with University personnel; research information; and deliver special reports as needed or directed by the University related to the Scope of Work.

##### **Supplier's Single Point Contact Person:**

Name: Redmond Jones  
 Title: City Administrator  
 Address: 110 N Poplar St.  
           West Branch, IA 52358  
 Email: [redmond@westbranchiowa.org](mailto:redmond@westbranchiowa.org)  
 Phone: 319.643.5888



2. Comply with all applicable Federal and State laws.
3. To possess and maintain all applicable licenses necessary to conduct business in the State of Iowa.
4. Intentionally Omitted.
5. Intentionally Omitted.
6. Supplier is an independent Supplier and shall not be considered the agent or employee of the University.

## **FEE STRUCTURE OR PRODUCT PRICING**

The University agrees to pay **\$2,500** in artist fees to **the artist** and fringe in the amount of **\$296**, in accordance with the employment offer letter between the University and Artist.

The Supplier agrees to pay a **\$2,873** invoiced project fee. The University will invoice the Supplier following completion of the mural installation.

If the Artist fails to complete the mural installation, the payment to the Artist will be prorated based on percentage of completion, as determined by the University and Supplier. In this event, the University will invoice the Supplier for that amount.

The Supplier agrees to pay any and all fees as indicated in the **SITE PREPATION/MATERIALS, EQUIPMENT/SECURITY/SAFETY, and OWNERSHIP/RIGHTS/FUTURE** sections of the scope of work.

The University agrees to pay any and all fees as indicated in the **SITE PREPATION/MATERIALS, EQUIPMENT/SECURITY/SAFETY, and OWNERSHIP/RIGHTS/FUTURE** sections of the scope of work.

This Agreement including incorporated addenda shall constitute the entire agreement between the Parties and shall supersede all previous agreements, written or oral. No modification or waiver of any provision shall be valid unless in writing and signed by the Parties.

In the event any portion of this Agreement is found to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain intact. That portion deemed invalid shall be amended in writing to the minimum extent necessary to be considered valid and enforceable.

The Supplier may not assign this Agreement without prior written consent of the University. The Parties agree that the term assigned includes acquisition of the Supplier by another party. Supplier agrees to provide the University with written notice of any assignment a minimum of thirty (30) business days prior to date of such *event*.

This Agreement shall be governed by the laws of the State of Iowa and applicable Federal law.

The University's failure to enforce provisions of this Agreement in whole or in part will not negate the Agreement or the enforcement of provisions at a future time.

The Parties are acting herein as independent Suppliers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or Supplier relationship between any of the Parties and no Party shall have the authority to bind the other Party in any respect.

Having read and understood this Memorandum of Agreement in witness thereof, the Parties have hereunto signed this Agreement.

THE UNIVERSITY OF IOWA  
The Office of Outreach and Engagement  
782 Van Allen Hall  
Iowa City, IA 52242-25000

THE UNIVERSITY OF IOWA

COMMUNITY PARTNER

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Name

---

Name

---

Title

---

Title

---

Date

---

Date

Acknowledged and Agreed by

---

Artist Name

---

Date



Office of Outreach  
and Engagement

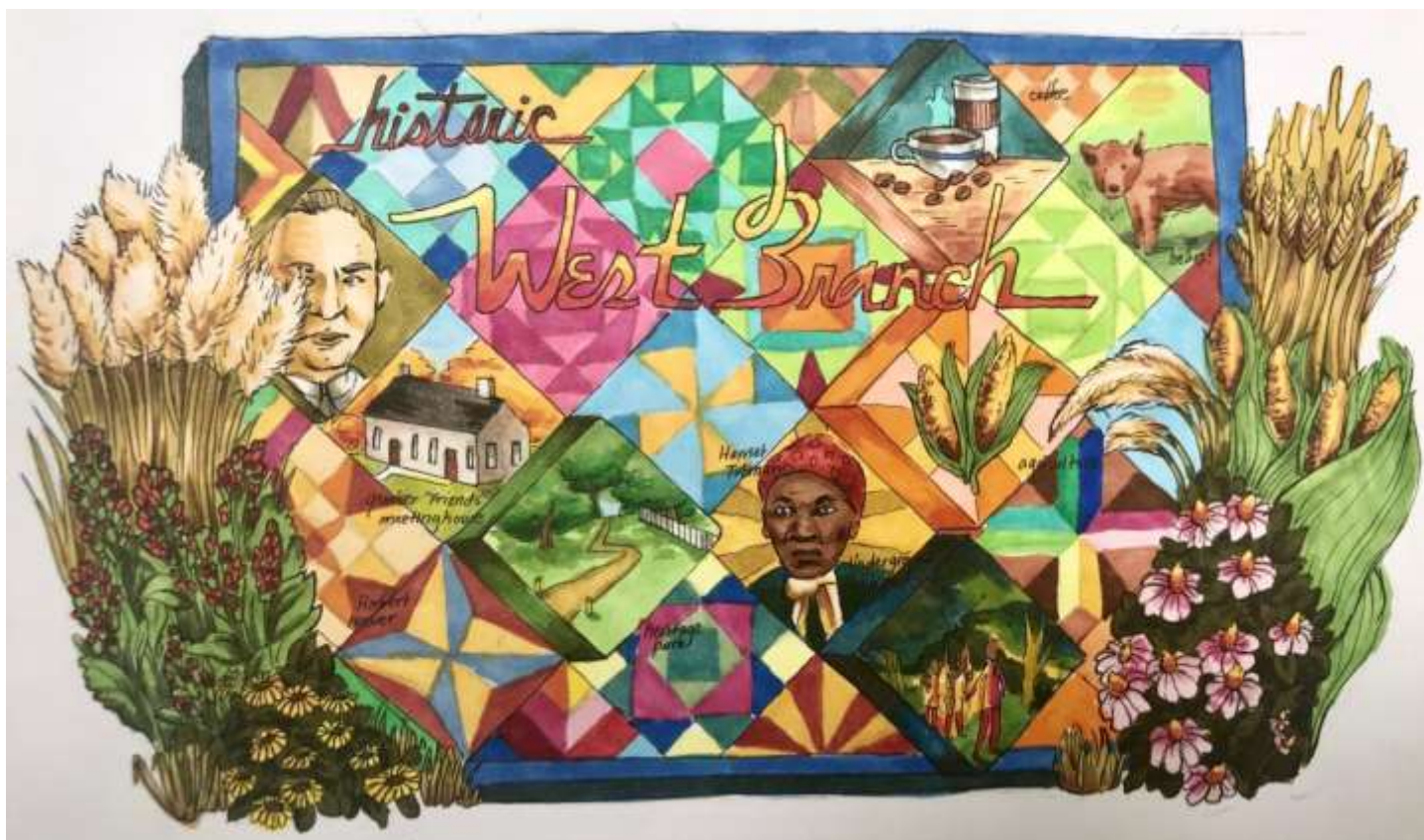
**MURAL DESIGN PROPSAL**  
**PREPARED FOR WEST BRANCH**  
**BY ALI HVAL**  
**7/15/19**

PROPOSED MURAL DESIGN 1

Mural will include West Branch identifiers such as the West Branch HS mascot—the bear, the Friends Meeting House to reflect the Quaker heritage, an image of Harriet Tubman and people walking to represent West Branch a stop on the Underground Railroad, and a portrait of Herbert Hoover and an image of his birthplace. Local crops will be included in the grid as well as flanking the mural.



Colors to be similar to the mock up below:



## PROPOSED MURAL DESIGN 2

**Keeping with the same content above, but in a large format Place Name mural.**

### MURAL DESIGN 2 COLOR SCHEME 1



The COMMUNITY PARTNER accepts Mural Design option 1.

\_\_\_\_\_  
COMMUNITY PARTNER Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Acknowledged and Agreed by

\_\_\_\_\_  
Artist Name

\_\_\_\_\_  
Date

Acknowledged and Agreed by

\_\_\_\_\_  
OO&E Representative

\_\_\_\_\_  
Date



## **RESOLUTION 1841**

### **AUTHORIZING AN AMOUNT NOT TO EXCEED \$2,873 FOR ARTIST SERVICES FROM THE UNIVERSITY OF IOWA FOR THE DESIGN AND DEVELOPMENT OF A MURAL.**

**WHEREAS**, this initiative was originated with the Great Places Grant application two years ago; and

**WHEREAS**, the concept of having murals in several cedar county communities that are unique to the community yet ties in a cultural cohesiveness that brings Cedar County together; and

**WHEREAS**, the University of Iowa's Office of Outreach and Engagement has agreed to participate in matching funds in order to assist communities meet the goals and mission of this mural project; and the City of West Branch has found the sharing of expenses for the artist services to be of high quality and reasonably priced; and

**WHEREAS**, the cost to complete the mural is \$5,669.00; and

**WHEREAS**, the University agrees to pay \$2,796.00 in artist fees and fringe benefits as per the employment agreement between the University and the Artist; and

**WHEREAS**, the city as a part of this agreement will pay a \$2,873.00 invoice project fee as stipulated in said agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with the University of Iowa's Office of Outreach and Engagement, is hereby approved. Further, the City Administrator is directed to execute the agreement on behalf of the City.

**Passed and approved this 7th day of October, 2019.**

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Colton Miller, Mayor Pro Tem

ATTEST:

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Redmond Jones II, City Administrator/Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> a Quote in the Amount Not to Exceed \$5,272.00 for Carpentry Services from Westgard Woodworks for the Finishing and Installation of Town Hall Entry Doors.
<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>	Melissa Russell, Parks and Recreation Director
<b>DATE:</b>	October 4, 2019

### BACKGROUND:

This item was approved last fiscal year as a part of the improvements to town hall city council goal. Due to the workload of the contractor this item could not be scheduled until now. The funds will still come out of the “maintenance of city owned civic center” levy; which we budgeted / levied \$18,280 this fiscal year.

<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"*

# Westgard Woodworks

4358 Sharon Center Rd. SW

Iowa City, Iowa 52240

(319)621-6408

10/3/2019

Customer: City of West Branch  
Melissa Russel -Parks and Recreation Director  
201 East Main Street  
West Branch, Iowa 52358

Town Hall Entry Door Installation Estimate:

Work to include:

- removing old doors and hardware from existing openings
- Ordering and procuring the new hardware to replace existing
- That will include:
  - Emtek Denver Mortise Locking Latch/Handle \$596.00
  - Emtek heavy duty Hinges and Ball tips \$207.00
  - Emtek Kick Stop \$23.00
  - Emtek Flush Bolts \$26.00
  - Norton Door Closer \$1080.00 (priced out warren's suggestion-  
have an alternate option for \$300)
  - Weather Strip and Door Sweep \$20.00
  - (Finish on the Door hardware is to be Flat Black- and if possible brass  
on the interior portions)
  - Door Hardware parts Total: \$1192.00-1952.00
- Door Finishing- by Matt Pugh of Finish Matters \$800.00
  - To include prime and exterior white paint to match building exterior
  - Durable stain and Clear coat to best match interior woodwork.

Modification, Mortising and installation of Door to Fit existing opening by Westgard Woodworks. \$2500.00

Total Price:  
\$4492.00- 5272.00

Payments:

- 50% Due upon commitment to project
- 50% Due upon completion of project

Please sign below:

X\_\_\_\_\_Date\_\_\_\_\_

Thank You for Choosing Westgard Woodworks!!!!

Business Policies:

- Westgard Woodworks offers a 5-year warranty against defects of workmanship as our assurance that you can count on many years of enjoyment.
- Any work estimated over the amount of \$500 will require a 50% deposit.
- A 50% deposit is required upfront and secures your place in the next available spot on the schedule of Westgard Woodworks. This represents a commitment on the part of the client. Deposit is refundable at the sole discretion of Westgard Woodworks.
- The final payment of 50% is due upon completion of the job unless otherwise agreed upon between client and Westgard Woodworks.
- Any change in the original bid may result in additional charges. Any additional charges will be reflected in an email document.
- If bid includes installation, unless otherwise specified or agreed upon, it is with the understanding that the installation will be scheduled to be during normal business hours and over an uninterrupted period of days. If there are factors that do not allow for installation in that scheduled period of time there will be a fee assessed to cover additional "set-up and knock-down" time.
- Delinquent payment past billing date will be assessed a 3% finance charge monthly until balance is received.
- Unless discussed and accounted for in the above contract, any completion dates expressed or implied are approximate as with each project, care is taken on doing the project right, which may require more time than is initially estimated.



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 7, 2019
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<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> the Claims Report.
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<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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<b>PREPARED BY:</b>	Gordon Edgar, Finance Director
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<b>DATE:</b>	October 3, 2019
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### 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
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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*"Turning Vision into Reality is our Business"*



## EXPENDITURES

10/7/2019

AE OUTDOOR POWER	LAWN MOWER	549.95
CHIEF SUPPLY CORPORATION	UNIFORM ACCESSORIES	135.95
CROELL, INC.	CONCRETE-BERANEK PARK	3,510.75
CY'S TREE SERVICE	TREE REMOVAL/STUMP GRINDING	4,925.00
GIERKE-ROBINSON COMPANY INC	SUPPLIES	108.84
HAWKINS INC	CHEMICALS-AZONE	815.50
HD SUPPLY CONST AND INDUST	SUPPLIES	78.67
HINKHOUSE GLENN OR PAMELA	BUILDING INCENTIVE PAYMENT	1,184.88
HOLLYWOOD GRAPHICS	GRAPHICS-NEW TRUCK	119.80
HY-VEE ACCOUNTS RECEIVABLE	FOOD-VOLLEYBALL TOURNAMENT	1,050.00
IMWCA	WORKERS' COMPENSATION PREMIUM	2,097.00
IOWA ONE CALL	LOCATION SERVICE	67.50
KNOCHE, REBECCA	BUILDING INCENTIVE PAYMENT	841.79
KOCH OFFICE GROUP	COPIER MAINTENANCE	267.99
LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	1,305.84
LYNCH'S PLUMBING INC	MAINTENANCE SUPPLIES	6.80
MEDIACOM	CABLE SERVICE	41.90
MENARDS	BUILDING MAINTENANCE SUPPLIES	61.23
MISCELLANEOUS VENDOR	LEAH COATES:REFUND OVERPAYMENT	15.00
MOORE'S WELDING INC	EQUIPMENT REPAIR	722.50
NORTHWAY WELL AND PUMP COMPANY	PUMP #3 REPAIRS	8,985.43
PATRICK HYDE	BUILDING INCENTIVE PAYMENT	1,115.45
PITNEY BOWES INC	POSTAGE METER RENTAL	180.00
PORT 'O' JONNY INC.	SERVICE-CEMETERY	90.00
PSC DISTRIBUTION	BUILDING MAINTENANCE SUPPLIES	466.46
QUILL CORP	OFFICE SUPPLIES	184.91
REDMOND JONES II	TRAVEL EXPENSE & BUILDING INCENTIVE PAYMENT	2,045.45
SINCLAIR TRACTOR	MAINTENANCE SUPPLIES	112.82
STATE INDUSTRIAL PRODUCTS	CHEMICALS	244.00
THE HOME DEPOT PRO	BATHROOM SUPPLIES	47.67
THOMAS MARK & JEANETTE	BUILDING INCENTIVE PAYMENT	295.00
URBAN AND REGIONAL PLANNIN	URBAN AND REGIONAL PLANNING	208.33
USA BLUE BOOK	BUILDING MAINTENANCE SUPPLIES	1,013.53
VEENSTRA & KIMM INC.	WB GOLF COURSE REVIEW	1,971.96
VEENSTRA & KIMM INC.	RESIDENTIAL SITE PLAN REVIEW	225.72
VEENSTRA & KIMM INC.	MEADOWS 3 & 4 CONSTRUCTION REVIEW	2,851.56
VEENSTRA & KIMM INC.	N DOWNEY & NORTHSIDE DR SIDEWALK & WATER	432.00
VEENSTRA & KIMM INC.	COLLEGE ST & 2ND ST IMPROVEMENTS	9,283.04
VEENSTRA & KIMM INC.	COLLEGE ST BRIDGE - BID & CONSTRUCTION	17,936.88
VEENSTRA & KIMM INC.	UTILITY RELOCATION FOR I-80 WIDENING - DESIGN	3,480.00
VERIZON WIRELESS	TELEPHONE SERVICE	802.73
WEST BRANCH FORD	2019 FORD F-550 W/ DUMP & PLOW	68,976.88
<b>TOTAL</b>		<b>138,856.71</b>
<b>PAYROLL</b>	<b>9/20/2019</b>	<b>55,858.29</b>
<b>PAYROLL</b>	<b>10/4/2019</b>	<b>44,557.34</b>

**PAID BETWEEN MEETINGS**

FEHR GRAHAM	308 PV PARK CONSTRUCTION & ADD'L SERVICE	3,177.75
DON KRAMER	LIBRARY PROGRAM	247.00
US BANK EQUIPMENT FINANCE	LIBRARY COPIER LEASE	223.13
WEST BRANCH TIMES	LEGAL PUBLICATION & ADVERTISING	2,375.90
UPS	SHIPPING	22.82
US BANK CORPORATE CARD	CAMP ACTIVITIES & LIBRARY EQUIPMENT	8,028.56
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE METER	500.00
CJ COOPER & ASSOCIATES	DRUG TEST	133.00
REDMOND JONES II	TRAVEL EXPENSE	148.70
IWB, LLC	REFUND ESCROW BALANCE	5,000.00
TAYLOR CONSTRUCTION	310 COLLEGE ST BRIDGE & RELATED WORK	154,055.39
MATT TISINGER	UTILITY REFUND	100.00
JULIA HIME	VIDEOGRAPHY SERVICE	100.00
JOHN DEERE FINANCIAL	MAINTENANCE & REPAIR SUPPLIES	386.72
QUAD CITY SAFETY INC	CALIBRATING EQUIPMENT	473.43
HANNAH SWANSON	UTILITY DEPOSIT REFUND	71.61
BRANDON HAGMEIER	UTILITY DEPOSIT REFUND	28.56
TAMI FRANTZ	UTILITY DEPOSIT REFUND	66.45
ERIN STAUNTON	UTILITY DEPOSIT REFUND	32.90
TERRY FISK	LIBRARY PROGRAM	360.00
<b>TOTAL</b>		<b>175,531.92</b>
<b>GRAND TOTAL EXPENDITURES</b>		<b>414,804.26</b>

**FUND TOTALS**

001 GENERAL FUND	82,555.71
022 CIVIC CENTER	148.93
031 LIBRARY	15,446.67
036 TORT LIABILITY	1,977.09
110 ROAD USE TAX	44,144.94
112 TRUST AND AGENCY	17,161.01
308 PARK IMP - PEDERSEN VALLEY	3,177.75
310 COLLEGE STREET BRIDGE	171,992.27
318 COLLEGE ST & 2ND ST IMPROVMENTS	9,283.04
319 RELOCATING WATER & SEWER	3,480.00
600 WATER FUND	38,836.42
610 SEWER FUND	26,202.93
740 STORM WATER UTILITY	397.50
<b>GRAND TOTAL</b>	<b>414,804.26</b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	CHIEF SUPPLY CORPORATION VERIZON WIRELESS LIBERTY COMMUNICATIONS	UNIFORM ACCESSORIES	135.95
			WIRELESS SERVICE	315.10
			TELEPHONE SERVICE	249.63
			TOTAL:	700.68
FIRE OPERATION	GENERAL FUND	VERIZON WIRELESS LIBERTY COMMUNICATIONS	WIRELESS SERVICE	40.01
			TELEPHONE SERVICE	101.30
			TOTAL:	141.31
ROADS AND STREETS	GENERAL FUND	WEST BRANCH FORD	2019 FORD F-550 W DUMP & P	9,500.00
			TOTAL:	9,500.00
STREET LIGHTING	GENERAL FUND	MOORE'S WELDING INC	EQUIPMENT REPAIR	195.00
			TOTAL:	195.00
PARK & RECREATION	GENERAL FUND	MENARDS VERIZON WIRELESS CROELL, INC.	MAINTENANCE SUPPLIES	14.95
			WIRELESS SERVICE	37.01
			CONCRETE-BERANEK PARK	698.00
			CONCRETE-BERANEK PARK	1,100.50
			CONCRETE-BERANEK PARK	985.50
		LIBERTY COMMUNICATIONS HY-VEE ACCOUNTS RECEIVABLE MISCELLANEOUS V LEAH COATES	CONCRETE-BERANEK PARK	726.75
			TELEPHONE SERVICE	154.60
			FOOD-VOLLEYBALL TOURNAMENT	1,050.00
			LEAH COATES:REFUND OVERPAY	15.00
			TOTAL:	4,782.31
CEMETERY	GENERAL FUND	PORT 'O' JONNY INC. AE OUTDOOR POWER	SERVICE-CEMETERY	90.00
			LAWN MOWER	549.95
			TOTAL:	639.95
ECONOMIC DEVELOPMENT	GENERAL FUND	KNOCHE, REBECCA REDMOND JONES II	BUILDING INCENTIVE PAYMENT	841.79
			BUILDING INCENTIVE PAYMENT	656.22
			BUILDING INCENTIVE PAYMENT	1,122.80
		PATRICK HYDE THOMAS MARK & JEANETTE HINKHOUSE GLENN OR PAMELA	PATRICK HYDE	1,115.45
			BUILDING INCENTIVE PAYMENT	295.00
			BUILDING INCENTIVE PAYMENT	1,184.88
			TOTAL:	5,216.14
CLERK & TREASURER	GENERAL FUND	QUILL CORP  KOCH OFFICE GROUP LIBERTY COMMUNICATIONS REDMOND JONES II PITNEY BOWES INC	OFFICE SUPPLIES	8.99
			OFFICE SUPPLIES	175.92
			COPIER MAINTENANCE	267.99
			TELEPHONE SERVICE	347.79
			TRAVEL EXPENSE	266.43
			POSTAGE METER RENTAL	180.00
			TOTAL:	1,247.12
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS NEDIACOM	TELEPHONE SERVICE	64.95
			CABLE SERVICE	41.90
			TOTAL:	106.85
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	WB GOLF COURSE REVIEW	1,971.96
			RRS SITE PLAN REVIEW	176.00
			RES SITE PLAN REVIEW	30.00
			SITE PLAN REVIEW	19.72
			MEADOWS 3 & 4 CONST REVIEW	2,851.56
			N DOWNEY & N SIDE DR SIDE	259.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		URBAN AND REGIONAL PLANNING	URBAN AND REGIONAL PLANNING	208.33
			TOTAL:	5,516.57
TOWN HALL	CIVIC CENTER	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	44.05
			TOTAL:	44.05
LIBRARY	LIBRARY	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	187.67
		THE HOME DEPOT PRO	BATHROOM SUPPLIES	47.67
			TOTAL:	235.34
POLICE OPERATIONS	TORT LIABILITY	IMWCA	WORK COMP - POLICE	556.24
			TOTAL:	556.24
FIRE OPERATION	TORT LIABILITY	IMWCA	WORK COMP - FIRE	746.88
			TOTAL:	746.88
BUILDING INSPECTIONS	TORT LIABILITY	IMWCA	WORK COMP - BLDG INSPECT	20.13
			TOTAL:	20.13
ROADS & STREETS	TORT LIABILITY	IMWCA	WORK COMP - STREETS	358.75
			TOTAL:	358.75
LIBRARY	TORT LIABILITY	IMWCA	WORK COMP - LIBRARY	20.75
			TOTAL:	20.75
PARK & RECREATION	TORT LIABILITY	IMWCA	WORK COMP - PARK & REC	142.32
			TOTAL:	142.32
CEMETERY	TORT LIABILITY	IMWCA	WORK COMP - CEMETERY	84.87
			TOTAL:	84.87
CLERK & TREASURER	TORT LIABILITY	IMWCA	WORK COMP - ADMIN	47.15
			TOTAL:	47.15
ROADS & STREETS	ROAD USE TAX	VERIZON WIRELESS	WIRELESS SERVICE	136.87
		HOLLYWOOD GRAPHICS	GRAPHICS-NEW TRUCK	119.80
		CY'S TREE SERVICE	TREE REMOVAL/STUMP GRINDIN	2,150.00
			TREE REMOVAL/STUMP GRINDIN	2,775.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.95
		WEST BRANCH FORD	2019 FORD F-550 W DUMP & P	32,476.88
		SINCLAIR TRACTOR	MAINTENANCE SUPPLIES	112.82
		GIERKE-ROBINSON COMPANY INC	GIERKE-ROBINSON COMPANY IN	108.84
		HD SUPPLY CONST AND INDUSTRIAL	SUPPLIES	78.67
			TOTAL:	38,010.83
INVALID DEPARTMENT	COLLEGE STREET BRI VEENSTRA & KIMM INC.		310 COLL ST BRIDGE & CONST	17,936.88
			TOTAL:	17,936.88
INVALID DEPARTMENT	COLLEGE ST & 2ND S VEENSTRA & KIMM INC.		318 COLL ST BRID & 2ND ST	1,610.00
			318 COLL ST & 2ND ST RES R	7,673.04
			TOTAL:	9,283.04
INVALID DEPARTMENT	RELOCATING WATER & VEENSTRA & KIMM INC.		319 UTIL RELOCATE & I 80 W	3,480.00
			TOTAL:	3,480.00
WATER OPERATING	WATER FUND	IOWA ONE CALL	LOCATION SERVICE	33.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LYNCH'S PLUMBING INC	MAINTENANCE SUPPLIES	6.80
		HAWKINS INC	CHEMICALS-AZONE	815.50
		MENARDS	BUILDING MAINTENANCE SUPPL	46.28
		IMWCA	WORK COMP - WATER	85.09
		VERIZON WIRELESS	WIRELESS SERVICE	136.87
		PSC DISTRIBUTION	BUILDING MAINTENANCE SUPPL	127.04
			BUILDING MAINTENANCE SUPPL	207.48
			BUILDING MAINTENANCE SUPPL	131.94
		VEENSTRA & KIMM INC.	N DOWNEY & N SIDE DR SIDE	173.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.95
		WEST BRANCH FORD	2019 FORD F-550 W DUMP & P	13,500.00
		USA BLUE BOOK	BUILDING MAINTENANCE SUPPL	1,013.53
		NORTHWAY WELL AND PUMP COMPANY	PUMP #3 REPAIRS	8,985.43
			TOTAL:	25,314.66
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	LOCATION SERVICE	33.75
		IMWCA	WORK COMP - SEWER	34.82
		VERIZON WIRELESS	WIRELESS SERVICE	136.87
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.95
		WEST BRANCH FORD	2019 FORD F-550 W DUMP & P	13,500.00
		STATE INDUSTRIAL PRODUCTS	CHEMICALS	244.00
		MOORE'S WELDING INC	EQUIPMENT REPAIR	130.00
			TOTAL:	14,131.39
STORM WATER UTILITY	STORM WATER UTILIT	MOORE'S WELDING INC	EQUIPMENT REPAIR	397.50
			TOTAL:	397.50

===== FUND TOTALS =====		
001	GENERAL FUND	28,045.93
022	CIVIC CENTER	44.05
031	LIBRARY	235.34
036	TORT LIABILITY	1,977.09
110	ROAD USE TAX	38,010.83
310	COLLEGE STREET BRIDGE	17,936.88
318	COLLEGE ST & 2ND ST IMPRO	9,293.04
319	RELOCATING WATER & SEWER	3,480.00
600	WATER FUND	25,314.66
610	SEWER FUND	14,131.39
740	STORM WATER UTILITY	397.50
GRAND TOTAL:		138,856.71





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Resolution 1842</b> – Approving the final plat for The Meadows Subdivision, Part 4A, West Branch.
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Deputy City Clerk Leslie Brick on behalf of Kevin Olson
<b>DATE:</b>	October 3, 2019

### BACKGROUND:

KLM Investments has requested to final plat a certain part of The Meadows, Part 4 to include three lots from The Meadows, Part 3B. This portion of The Meadow's Subdivision will now be known as The Meadow's Part 4A and will include final platting of twenty-eight (28) lots.

Lots 1-3	RB-1	Residence Business
Lots 4-16	R-1	Single Family Residence
Lots 17-20	R-2	Two Family Residence
Lots 21-28	R-1	Single Family Residence

All rezoning of the above lots have been previously approved by City Ordinances.

<b>STAFF RECOMMENDATION:</b>	Approve the Resolution 1842 / 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 1842**

**RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN SUBDIVIDER'S  
AGREEMENT FOR THE MEADOWS SUBDIVISION, PART FOUR, WEST BRANCH,  
IOWA.**

**WHEREAS**, KLM Investments, LLC (the "Subdivider") and the City of West Branch (the "City") entered into to that certain Subdivider's Agreement (the "Agreement") recorded in Book 1452 at Page 262, Records of the Cedar County Recorder's Office; and

**WHEREAS**, the Subdivider and City entered into the Agreement as part of the approval of the Preliminary Plat of The Meadows Subdivision, Part Four (the "Subdivision"); and

**WHEREAS**, the Subdivider has decided to only final plat a portion of the Subdivision, said final plat being referred to as "The Meadows Subdivision, Part 4A"; and

**WHEREAS**, in order to ensure that marketable title can be given for the lots in The Meadows Subdivision, Part 4A, the Agreement will need to be amended to reflect the new lot numbering and configuration; and

**WHEREAS**, the City Attorney has drafted a proposed Amendment that requires approval by the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Branch, Iowa, that the aforementioned Amendment be and the same is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor Pro-tem and City Clerk are directed to execute the Amendment on behalf of the City and place this Resolution, along with the Amendment, on file in the Office of the Cedar County Recorder.

\* \* \* \* \*

**Passed and approved this 7<sup>th</sup> day of October, 2019.**

\_\_\_\_\_  
Colton Miller, Mayor Pro-tem

ATTEST:

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



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Resolution 1843</b> – Approving the final plat for The Meadows Subdivision, Part 4A, West Branch.
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Deputy City Clerk Leslie Brick on behalf of Kevin Olson
<b>DATE:</b>	October 3, 2019

### BACKGROUND:

KLM Investments has requested to final plat a certain part of The Meadows, Part 4 to include three lots from The Meadows, Part 3B. This portion of The Meadow's Subdivision will now be known as The Meadow's Part 4A and will include final platting of twenty-eight (28) lots.

Lots 1-3	RB-1	Residence Business
Lots 4-16	R-1	Single Family Residence
Lots 17-20	R-2	Two Family Residence
Lots 21-28	R-1	Single Family Residence

All rezoning of the above lots have been previously approved by City Ordinances.

<b>STAFF RECOMMENDATION:</b>	Approve the Resolution 1843 / 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"*



SEP 23, 2019 4:48PM S:\PROJECTS\180024\05 Design\Civil\Survey\Plat\180024.Plot.dwg

# FINAL PLAT

## THE MEADOWS SUBDIVISION PART 4A

### WEST BRANCH, IOWA

#### LEGAL DESCRIPTION

THE MEADOWS SUBDIVISION PART 4A, BEING PART OF AUDITOR'S PARCEL G, AS RECORDED IN PLAT BOOK I, PAGE 103 OF THE CEDAR COUNTY RECORDER'S OFFICE, IN THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) AND THE NORTHWEST FRACTIONAL QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 4 WEST, IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 16 OF THE MEADOWS SUBDIVISION PART ONE, AN OFFICIAL PLAT NOW IN THE CITY OF WEST BRANCH, THENCE ALONG THE WEST LINE OF SAID PART ONE N26°32'05"W, 252.03 FEET; THENCE ALONG SAID WEST LINE N49°07'27"E, 58.95 FEET; THENCE ALONG SAID WEST LINE N40°52'39"W, 140.00 FEET; THENCE ALONG SAID WEST LINE S49°10'14"W, 35.36 FEET; THENCE ALONG SAID WEST LINE N40°56'50"W, 220.89 FEET TO THE SOUTHWEST CORNER OF THE MEADOWS SUBDIVISION PART TWO, AN OFFICIAL PLAT NOW IN THE CITY OF WEST BRANCH; THENCE ALONG THE WEST LINE OF SAID PART TWO N32°15'26"W, 179.55 FEET; THENCE S49°04'01"W, 182.01 FEET; THENCE S44°53'11"W, 66.18 FEET; THENCE S49°04'01"W, 134.00 FEET; THENCE N40°55'59"W, 649.23 FEET; THENCE N22°36'59"W, 125.00 FEET; THENCE N03°13'30"W, 115.39 FEET; THENCE S86°46'30"W, 40.00 FEET; THENCE S03°13'30"E, 140.00 FEET; THENCE S01°20'05"E, 222.06 FEET; THENCE S82°46'48"E, 80.44 FEET; THENCE S58°47'20"E, 126.13 FEET; THENCE S38°53'07"E, 499.31 FEET; THENCE S09°48'28"W, 146.35 FEET; THENCE S80°11'32"E, 60.86 FEET; THENCE EASTERLY 151.84 FEET ALONG A 300.00 FOOT RADIUS CURVE CONCAVE NORTH (CHORD BEARING N85°18'30"E, 150.22 FEET); THENCE S19°00'26"E, 66.00 FEET; THENCE WESTERLY 140.95 FEET ALONG A 352.59 FOOT RADIUS CURVE CONCAVE NORTH (CHORD BEARING S81°52'08"W, 140.01 FEET); THENCE S01°20'05"W, 156.35 FEET; THENCE N71°51'36"W, 259.28 FEET; THENCE N77°54'25"W, 108.11 FEET; THENCE N85°28'43"W, 277.46 FEET; THENCE N69°36'54"W, 99.17 FEET TO THE EAST RIGHT OF WAY LINE OF CEDAR JOHNSON ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE S01°18'36"E, 72.78 FEET; THENCE N88°40'47"E, 124.82 FEET; THENCE S81°06'34"E, 108.86 FEET; THENCE S74°08'16"E, 365.98 FEET; THENCE S57°30'03"E, 273.91 FEET; THENCE S02°51'42"E, 403.88 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST MAIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N87°16'57"E, 526.45 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N87°09'58"E, 5.09 FEET; THENCE N00°40'43"E, 628.72 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 18.00 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

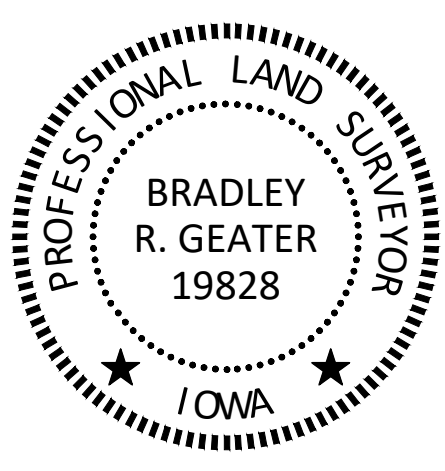
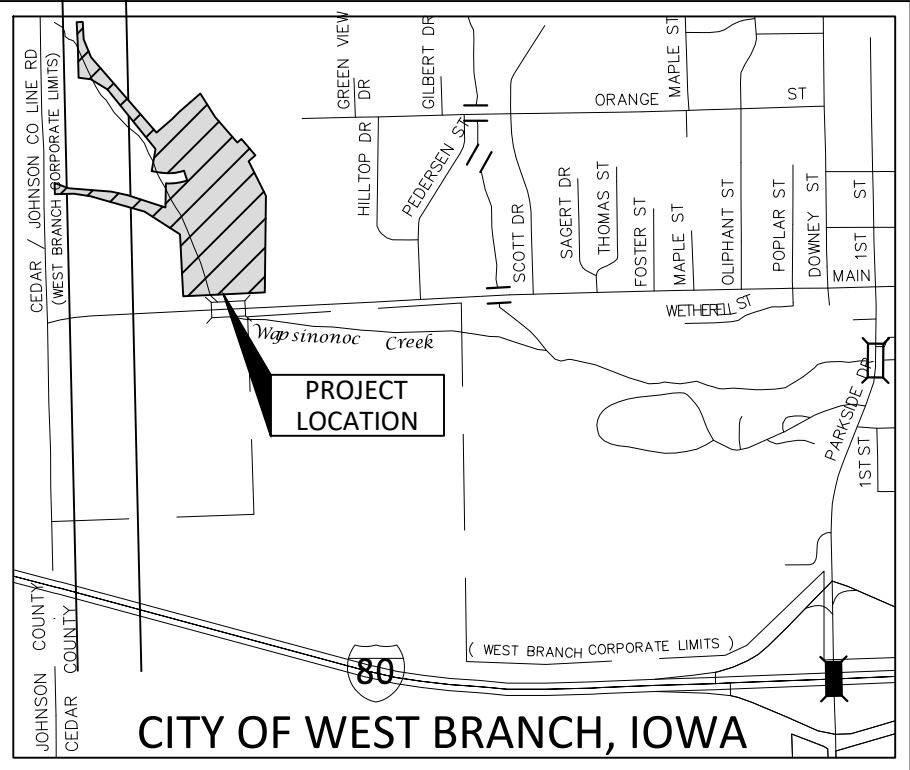
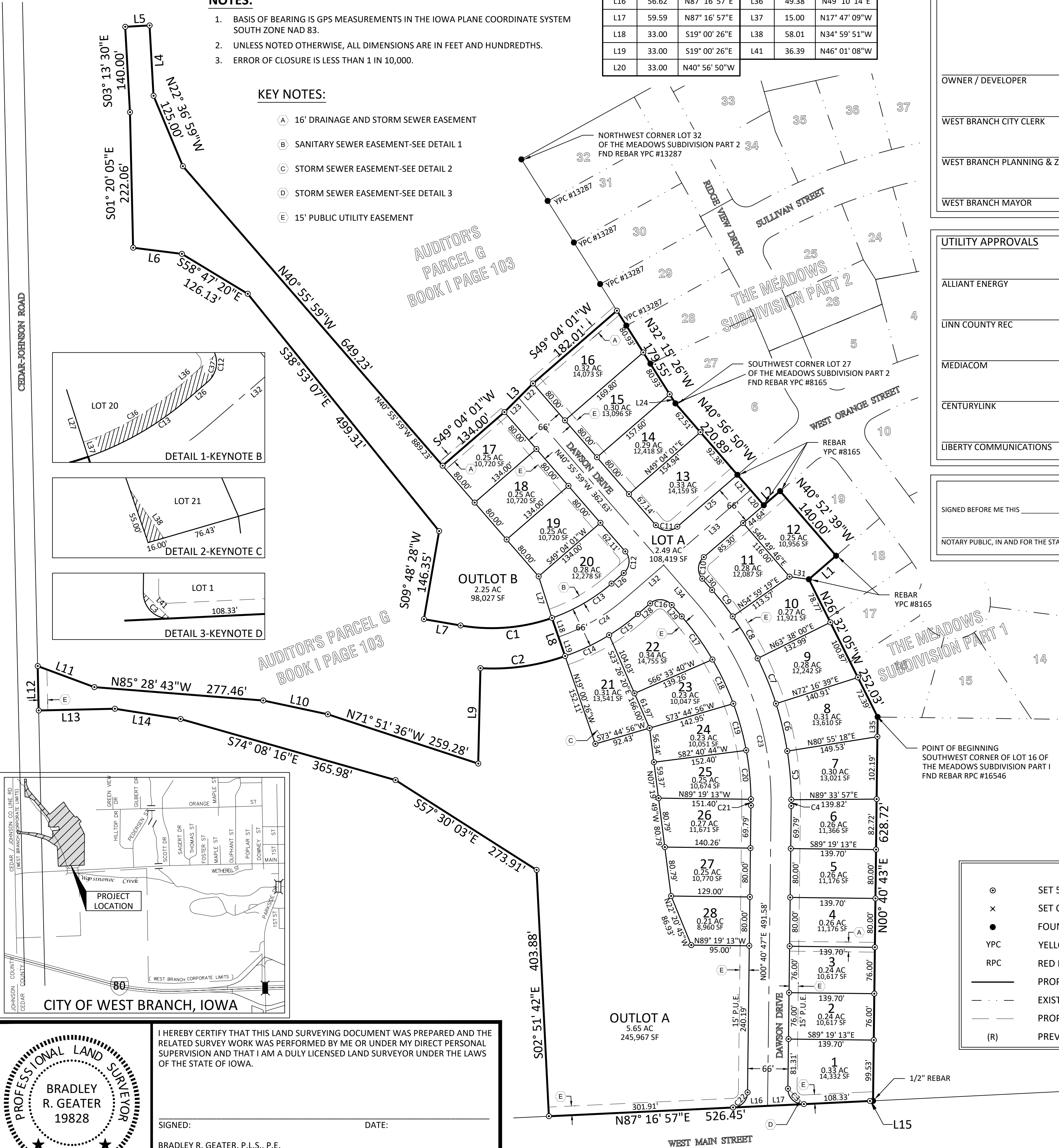
CURVE TABLE						CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.	CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	151.84	300.00	28°59'56"	N85°18'30"E	150.22	C14	80.16	366.00	12°32'55"	N64°34'04"E	80.00
C2	140.95	352.59	22°54'13"	S81°52'08"W	140.01	C15	58.28	366.00	9°07'22"	N53°43'55"E	58.21
C3	40.75	25.00	93°23'50"	N46°01'08"W	36.39	C16	39.22	25.00	89°53'47"	S85°52'53"E	35.32
C4	10.22	530.25	1°06'14"	N00°07'03"E	10.21	C17	86.87	464.23	10°43'17"	S35°34'22"E	86.74
C5	80.00	530.25	8°38'39"	N04°45'23"W	79.92	C18	80.00	464.23	9°52'24"	S25°16'32"E	79.90
C6	80.00	530.25	8°38'39"	N13°24'02"W	79.92	C19	79.42	464.23	9°48'06"	S15°26'16"E	79.32
C7	80.00	530.25	8°38'39"	N22°02'41"W	79.92	C20	80.58	464.23	9°56'42"	S05°33'52"E	80.48
C8	80.00	530.25	8°38'39"	N30°41'20"W	79.92	C21	10.22	464.23	1°15'39"	S00°02'18"W	10.22
C9	54.80	530.25	5°55'19"	N37°58'18"W	54.78	C22	37.79	25.00	86°36'06"	N43°58'50"E	34.29
C10	39.32	25.00	90°06'13"	N04°07'07"E	35.39	C23	361.05	497.00	41°37'22"	N20°07'54"W	353.16
C11	39.22	25.00	89°53'47"	N85°52'53"W	35.32	C24	125.87	333.00	21°39'23"	S59°59'56"W	125.12
C12	39.32	25.00	90°06'13"	S04°07'07"W	35.39	C36	107.27	285.00	21°33'52"	S59°57'10"W	106.63
C13	113.30	300.00	21°38'18"	S59°59'23"W	112.63	C37	28.98	25.00	66°25'19"	S15°57'35"W	27.39

#### NOTES:

- BASIS OF BEARING IS GPS MEASUREMENTS IN THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS.
- ERROR OF CLOSURE IS LESS THAN 1 IN 10,000.

#### KEY NOTES:

- A 16' DRAINAGE AND STORM SEWER EASEMENT
- B SANITARY SEWER EASEMENT-SEE DETAIL 1
- C STORM SEWER EASEMENT-SEE DETAIL 2
- D STORM SEWER EASEMENT-SEE DETAIL 3
- E 15' PUBLIC UTILITY EASEMENT



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

BRADLEY R. GEATER, P.L.S., P.E.  
LICENSE NUMBER 19828.  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.  
PAGES OR SHEETS COVERED BY THIS SEAL: THIS PLAT

SHEET NAME:			PROJECT NAME:		ISSUED FOR:		DRAWING LOG			ENGINEER:	
FINAL PLAT			THE MEADOWS PART 4A				REV	DESCRIPTION OF CHANGES	DATE	 WWW.AXIOM-CON.COM   (319) 519-6220	
SHEET NUMBER:	PROJECT NO.:	PROJECT MANAGER:	CLIENT NAME:	DATE ISSUED:	CURRENT REV:						
1 OF 1	180024	BOELK	KLM, LLC	SEPTEMBER 23, 2019	B						



## **RESOLUTION 1843**

### **RESOLUTION APPROVING THE FINAL PLAT OF THE MEADOWS SUBDIVISION, PART 4A, WEST BRANCH, IOWA.**

**WHEREAS**, the developer did file with the City Clerk of West Branch, a final plat for The Meadows Subdivision, Part 4A, West Branch, Iowa; and

**WHEREAS**, the legal description for said Subdivision is as follows:

THE MEADOWS SUBDIVISION PART 4A, BEING PART OF AUDITOR'S PARCEL G, AS RECORDED IN PLAT BOOK I, PAGE 103 OF THE CEDAR COUNTY RECORDER'S OFFICE, IN THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) AND THE NORTHWEST FRACTIONAL QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 4 WEST, IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 16 OF THE MEADOWS SUBDIVISION PART ONE, AN OFFICIAL PLAT NOW IN THE CITY OF WEST BRANCH, THENCE ALONG THE WEST LINE OF SAID PART ONE N26°32'05"W, 252.03 FEET; THENCE ALONG SAID WEST LINE N49°07'27"E, 58.95 FEET; THENCE ALONG SAID WEST LINE N40°52'39"W, 140.00 FEET; THENCE ALONG SAID WEST LINE S49°10'14"W, 35.36 FEET; THENCE ALONG SAID WEST LINE N40°56'50"W, 220.89 FEET TO THE SOUTHWEST CORNER OF THE MEADOWS SUBDIVISION PART TWO, AN OFFICIAL PLAT NOW IN THE CITY OF WEST BRANCH; THENCE ALONG THE WEST LINE OF SAID PART TWO N32°15'26"W, 179.55 FEET; THENCE S49°04'01"W, 182.01 FEET; THENCE S44°53'11"W, 66.18 FEET; THENCE S49°04'01"W, 134.00 FEET; THENCE N40°55'59"W, 649.23 FEET; THENCE N22°36'59"W, 125.00 FEET; THENCE N03°13'30"W, 115.39 FEET; THENCE S86°46'30"W, 40.00 FEET; THENCE S03°13'30"E, 140.00 FEET; THENCE S01°20'05"E, 222.06 FEET; THENCE S82°46'48"E, 80.44 FEET; THENCE S58°47'20"E, 126.13 FEET; THENCE S38°53'07"E, 499.31 FEET; THENCE S09°48'28"W, 146.35 FEET; THENCE S80°11'32"E, 60.86 FEET; THENCE EASTERLY 151.84 FEET ALONG A 300.00 FOOT RADIUS CURVE CONCAVE NORTH (CHORD BEARING N85°18'30"E, 150.22 FEET); THENCE S19°00'26"E, 66.00 FEET; THENCE WESTERLY 140.95 FEET ALONG A 352.59 FOOT RADIUS CURVE CONCAVE NORTH (CHORD BEARING S81°52'08"W, 140.01 FEET); THENCE S01°20'05"W, 156.35 FEET; THENCE N71°51'36"W, 259.28 FEET; THENCE N77°54'25"W, 108.11 FEET; THENCE N85°28'43"W, 277.46 FEET; THENCE N69°36'54"W, 99.17 FEET TO THE EAST RIGHT OF WAY LINE OF CEDAR JOHNSON ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE S01°18'36"E, 72.78 FEET; THENCE N88°40'47"E, 124.82 FEET; THENCE S81°06'34"E, 108.86 FEET; THENCE S74°08'16"E, 365.98 FEET; THENCE S57°30'03"E, 273.91 FEET; THENCE S02°51'42"E, 403.88 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST MAIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N87°16'57"E, 526.45 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N87°09'58"E, 5.09 FEET; THENCE N00°40'43"E, 628.72 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 18.00 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

; and

**WHEREAS**, said property has been dedicated with the free consent and in accordance with the desires of the owner; and

**WHEREAS**, the aforementioned plat and subdivision is found to conform with Chapter 354 of the State Code of Iowa, Chapter 170 of the West Branch Code of Ordinances, and all other ordinances and statutory requirements; and

**WHEREAS**, said final platting of the aforementioned subdivision has been examined by the West Branch Planning and Zoning Commission; and

**WHEREAS**, recommendations from both said Commission and City Staff have been made; and

**WHEREAS**, after due deliberation, said Commission has recommended that the final platting of the proposed subdivision, be accepted and approved.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Branch, Iowa, that the final platting of The Meadows Subdivision, Part 4A, West Branch, Iowa, be and the same is hereby approved.

**BE IT FURTHER RESOLVED** that the City Clerk of the City of West Branch, Iowa, is hereby authorized and directed to certify a copy of this Resolution to the County Recorder of Cedar County, Iowa, along with all other required ancillary documents.

\* \* \* \* \*

**Passed and approved this 7<sup>th</sup> day of October, 2019.**

---

Colton Miller, Mayor Pro Tem

ATTEST:

---

Redmond Jones II, City Administrator/Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> October 7, 2019	
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> Wapsinonic Creek Widening.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Redmond Jones, City Administrator @ Mayor's Request
<b>DATE:</b>	October 3, 2019

### BACKGROUND:

It has been a top priority on the city's objective /goals list for the past two years. However, the capital expense has been difficult to fund. With the Cubby Park value engineering and contingency funding, the city has the opportunity to direct the remaining park funding to any other park capital project. After review with the City's Bond Counsel it was acknowledged that the City could use remaining Cubby funds for the Wapsi Creek Widening.

A portion of the property needed for this project is owned by the Gaskill Family. Professional Engineers are clear that this project is the one project that can make the most impact in the city's effort to reduce downtown flash flooding and all of the negative effects that it has on our community. Despite the immense public benefits this project could have; the Gaskill land owners have expressed a desire to not work with the city on this project.

This leaves condemnation / eminent domain as our only course of action if this project is to be pursued any further.

e-mail



Wed 10/2/2019 4:02 AM

Roger Laughlin <laughlin@lcom.net>

RE: Gaskill Property

To: 'David R. Schechinger'; kevinolsonlaw@gmail.com; 'Redmond Jones'; 'Matt Goodale'

I'd like to put a discussion item on Monday's agenda to discuss our next step.  
 Dave can you show the council the proposed excavation area affected?  
 I won't be at this Mondays meeting but the council members need to get started  
 Figuring out how to move this project forward.

Roger

<b>STAFF RECOMMENDATION:</b> Seeking Direction / Feedback from City Council
<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"*

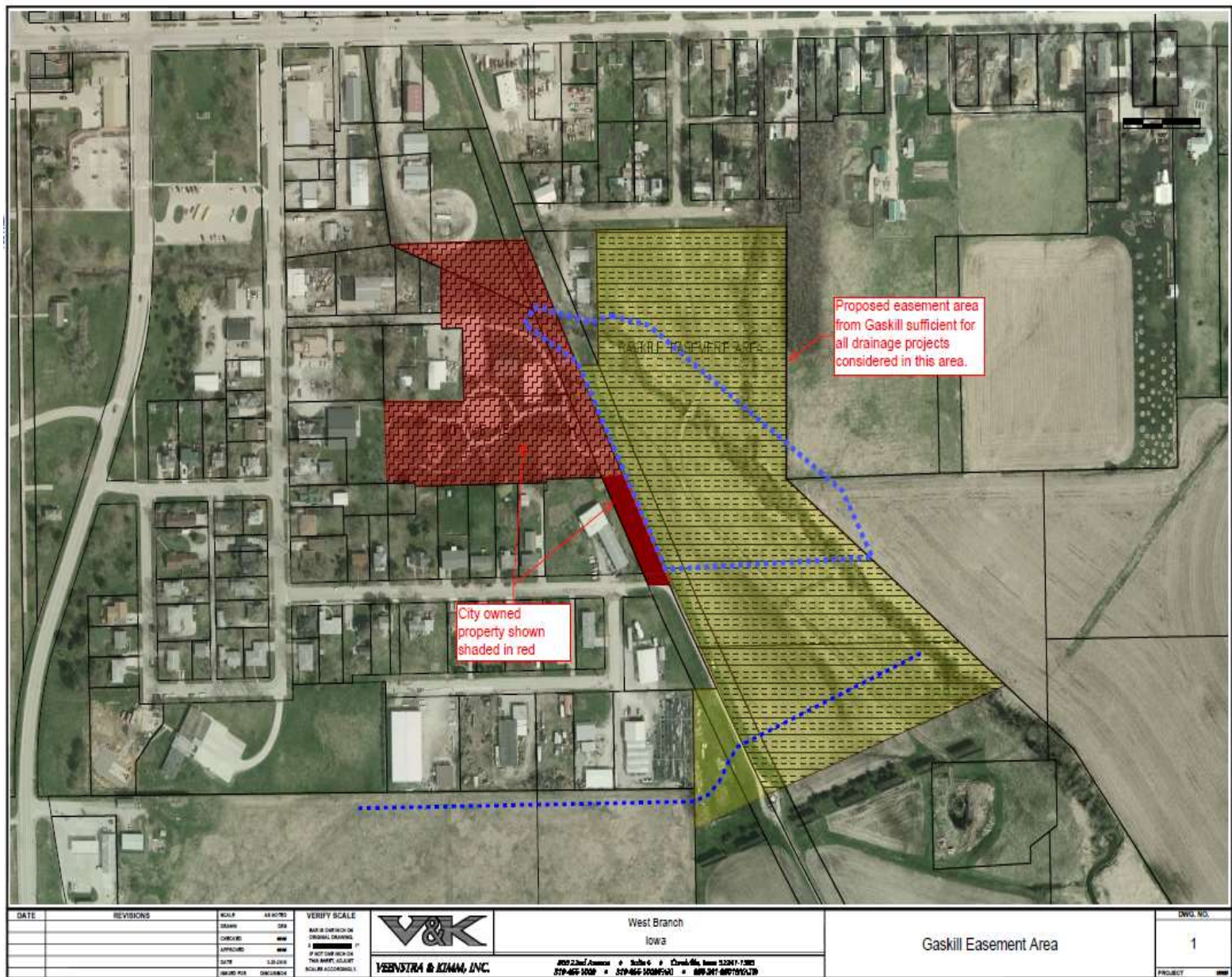


*West Branch, Iowa*  
(Initial Project Estimate)

*Wapsinonic Creek Widening  
Beranek Park/Gaskill Area  
April 26, 2019*

	Description	Units	Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	\$ 10,000	\$ 10,000
2	Construction Survey	LS	1	\$ 2,500	\$ 2,500
3	Erosion Control	LS	1	\$ 5,000	\$ 5,000
4	Clearing & Grubbing	LS	1	\$ 7,500	\$ 7,500
5	Bridge Removal	LS	1	\$ 10,000	\$ 10,000
6	Topsoil Removal	CY	3,850	\$ 4	\$ 15,400
7	Earthwork (Excavate & Haul Out)	CY	12,000	\$ 15	\$ 180,000
8	Topsoil Respread	CY	3,850	\$ 4	\$ 15,400
9	Seeding	AC	5	\$ 5,000	\$ 25,000
				Subtotal	\$ 270,800
Contingency		15%		\$	40,700
Property Acquisition		AC	4	\$ 20,000	\$ 80,000
Legal		LS		\$ 5,000	\$ 5,000
Appraisal		LS		\$ 3,500	\$ 3,500
Engineering		LS		\$	35,000
				Project Total	\$ 435,000





This is an illustration of the area we would need from Gaskill for an easement to grade their parcel to improve drainage in the vicinity of the old railroad bridge. Included is the area the city would need for the drainage ditch south of the public works garage that would discharge to the creek after crossing the Gaskill property near the lift station. We would also need to remove the old truss bridge and need to provide alternate access to the old WWTP site. By the time we factor in all these items, we are probably looking to get easement or acquire most of the area in yellow.





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> Concerns and Complaints Regarding Parking Privileges on Division Street.
<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>	Mike Horihan, Police Chief
<b>DATE:</b>	October 3, 2019

### BACKGROUND:

Division Street – Robert’s Towing has renewed complaints about parking semi-trucks typically coming and going from neighboring business STS Transportations Services (*Discussion item @ request of Colton Miller*).



Roberts towing has claimed that has been delayed by parked trucks while trying to respond to emergency calls for service. In the past the police department raised these concerns with STS complaints seemed to be reduced for a while, but these issues appear to on the rise once again. When asked the other neighboring business on division remark that on occasion it has been an issue but from their prospective the issue resolves itself because the parking is usually short term.



<b>STAFF RECOMMENDATION:</b> Seek Direction / Feedback from City Council
--

<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> October 7, 2019	
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> Regarding Several Traffic Control Issues and/or Concerns Related to New Development.
<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>	Mike Horihan, Police Chief
<b>DATE:</b>	October 3, 2019

### BACKGROUND:

***Recommend No Parking on the Northside of Hilltop Dr. 300 ft. from Pedersen Street.***

The police department is getting several complaints of people parking on or near the curve towards the top of the hill (North side of the Road). This would be the north side of Hilltop Dr. just west of Pedersen Street. The Hill and curve cause a blind spot as people try to go around the parked cars. Recommend a no parking sign between signs in the curve, on the north side of the road. The South side already has no parking. Or recommending no parking on the north side of Hilltop Dr. 300 feet from Pedersen St. This might cause problems for people that live on the 100 block of Hilltop Drive. People seem to park vehicle for an extended period of time in this area.

***Recommend a Stop Sign to be Place on Dawson Drive***

The Police Department would like a stop sign to be placed on Dawson Drive (south bound) where it intersects with West Main St. Main Street already carries a significant amount of vehicle traffic. When Dawson Drive opens up that also will carry a significant amount of traffic.

***Recommend a four way stop for Cedar/Johnson County road where it intersects with 350<sup>th</sup> Street and Greenview Drive.***

The police department has been asked to review the traffic control situation at Cedar/Johnson County Road where it intersects with 350th St / Greenview Drive. With the construction of new event center, this will cause an increase in traffic flow. We will have a large influx of people coming from outside of the city that are not familiar with this intersection. The three way intersections can be confusing, even when properly sign posted. The police department would like to have a four way stop sign, put at that intersection. There should be signs that indicates that there is an upcoming intersection. North of the event center, on Cedar/Johnson road the city should indicate that there is a "level B" road ahead. (North Bound) Cedar/ Johnson County road is now zoned as residential.

Cedar/Johnson County road where it intersects with 350<sup>th</sup> Street and Greenview Drive.



***Recommend Speed Zone Change to a residential speed of 25 mph.***

There will also be other intersecting roads that flow into the Cedar/Johnson county road. It is my recommendation that Cedar/Johnson County road be sign posted 25 mph.

<b>STAFF RECOMMENDATION:</b> Seek Direction / Feedback from City Council
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
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<b>COUNCIL ACTION:</b>
------------------------

<b>MOTION BY:</b>
-------------------

<b>SECOND BY:</b>
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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> A Clarification on the City Council's Direction Regarding a Year Test Program to Establish Alcohol Retail at the Cubby Park Pavilion.
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	October 3, 2019

**BACKGROUND:** As the city moves closer to Cubby Parks grand opening this topic has gotten much discussion; frankly with mixed reviews. There appears to be three schools of thought regarding this matter:

1. Allow the sales and limited consumption of Alcohol in Cubby Park.
2. Do not allow the sale or consumption of Alcohol in Cubby Park.
3. Do not allow the sale of alcohol, but allow the consumption of alcohol.

Typically, Opponents of drinking in public argue that it encourages overconsumption of alcohol, binge drinking, rowdiness, and potential violence. Therefore, people should instead drink at private businesses such as bars or clubs, where a bartender may prevent overconsumption and where rowdiness can be better controlled by the fact that one is sitting down and security may be present.

It should be noted: that many opponents typically believe that public entities that sale of alcohol open the public entity to tremendous risk. However research shows that communities that have adopted the sale alcohol are typically accredited with low incidents and low insurance expenses.

Proponents of the right to drink in public spaces argue that it does not itself cause problems and rather that it is social problems that cause over-consumption and violence, pointing to countries that allow drinking in public but have low levels of associated overconsumption and violence. Proponents further argue that if managed well drinking in public helps normalize attitudes and can serve an economic engine for the community and support a healthier drinking culture.

This item is to get a clear direction, if staff should continue to pursue City Council's earlier direction, or should staff move in a different direction. Staff is prepared to move in the any direction deemed appropriate by the City Council. However, like the community there are healthy mixed points of view from the staff perspective as well (Please see attached memos).

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

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## Cubby Park serving alcohol..docx


Size: 12 KB

Author: mike

Last changed: Monday, March 4, 2019

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 Message

 Cubby Park serving alcohol..docx (12 KB)

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I just wanted to voice the concerns of the West Branch Police Department of the city plans to serve alcohol at Cubby Park. When Cubby park was built it was built with kids in mind. There is now a major push to have outside adult leagues come into West Branch to drink alcohol. First it is important that we have a Cubby Park Ordinance that is approved by the Council, before the city even consider serving alcohol. Park rules and policies need to be posted at Cubby Park.

Does the city want to take on the criminal and or the civil responsibility of serving alcohol? I'm not sure the city could afford the insurance that would be needed. What happens if the city accidentally serves a person under age , or served an intoxicated person and that person has a fatal crash? Are the servers trained to determine a person's level of intoxication. Once it leaves the concession the city has no control of where the alcohol goes. Does a underage person get it or maybe an intoxicated person? Some think that if we don't sell it , people will bring their own and we have no control over it. It would be easier to enforce a no alcohol policy. If the person brings their own and buys some from the city, it would still put the city in civil financial situation. How will the alcohol be secured in the refreshment after the adult events ?

Wherever children events occur, alcohol should not be served. By the time you buy marked bottles, pay the insurance and pay adults to run it, is going to be cost effective? You have to serve a lot of beer, which should not be the city's goal. Having a West Branch marked bottle in a fatal crash might be hard to explain. There won't just a couple of games a year, there will be several games a season. We forget we will be having evening games, and if the city wants to serve alcohol, could it disrupt the nursing home and area residents. The park rules would have to be posted. It seems a little hypocritical to say you can't drink alcohol unless the city sells it, Does it send the wrong message. The people might be more inclined to bring their own during a child's game. Is the city running a bar or a ball field. The major reason Cubby park was for the kids and should stay with that theme and the reason the park was built. Thanks Mike





## Memo

**To:** Redmond Jones II, West Branch City Administrator

**From:** Melissa Russell, West Branch Parks and Recreation Director

**Date:** October 3, 2019

The discussion of alcohol at Cubby Park has been an official discussion item for months. Below you will find the annual financial cost of selling alcohol at Cubby Park as well as the excerpts from both the Park and Recreation Commission and City Council minutes. The minutes are used to create a timeline for the alcohol discussion. Alcohol at the Parks will again be an item for discussion at the October Parks and Recreation Commission meeting.

### February 23, 2018 Dram at Cubby Park

<u>Limit of Liability</u>	<u>Annual Contribution</u>
\$1,000,000	\$543
\$2,000,000	\$650
\$6,000,000	\$985

### 2019 ABD License Cost

<u>12 month</u>	<u>8 month</u>	<u>6 month</u>
Basic \$780.00	Basic \$520.00	Basic \$390
Sun. \$156.00	Sun. \$ 104.00	Sun. \$78.00
Total \$936.00	Total \$624.00	Total \$468.00

### February 14<sup>th</sup>, 2019 Parks and Recreation Commission Meeting

Commission discussed alcohol policies at the parks. The commission would like to explore selling alcohol during adult events. Director Russell informed the commission of the Police Departments opposition. Director Russell will discuss it with the Council and then research policies.

### February 19<sup>th</sup>, 2019 City Council Meeting

Russell said the commission was also discussing the sale of beer at the concession stand and said they were in favor of it but only during adult activities. She said beer would not be sold during any children activities and asked the Council for their feedback. Russell also stated that only City employees would work the concession stand to ensure sales would be accurately accounted for. The general consensus of the Council was to allow the sale of beer and not allow anyone to bring their own on to the property so consumption could be better controlled.

**March 14, 2019 Parks and Recreation Commission Meeting**

Director Russell informed the Commission that the City Council would like to move forward with the possible sale of beer at Cubby Park and only allowing alcohol if it was purchased at the Park. Director Russell looked at Coralville policy. Director Russell noted the Policy Department is strongly opposed to alcohol sales at Cubby Park.

**May 9, 2019 Parks and Recreation Commission Meeting**

Director Russell informed the commission that the Police Department was opposed to alcohol being served and consumed at Cubby Park. They feel it will open the City up to liability. Russell has spoken with the City insurance company and they have no concerns. Director Russell has also spoken with Coralville in regard to sales at their ballfield. The only policy in place addresses sanctions for teams or individuals bringing alcohol in. Commissioner Staker suggested reaching out to the university of Iowa in regard to required alcohol training that is used at Kinnick stadium before volunteers can work in the concession stand. Director Russell will offer some policy suggestions and bring it back at the next meeting. Commissioner Klein discussed the possibility of serving keg beer instead of marked cans. This can be evaluated later. Director Russell will make sure the Police Department and Crestview are informed of the next commission meeting so they can attend. Director Russell suggested a member from the Parks and Recreation commission present the policy suggestion to the West Branch City Council. Commissioner Fryauf will attend the Council meeting.

**August 8, 2019 Parks and Recreation Commission Meeting**

Director Russell presented the Concession stand manual which addressed the alcohol sales and staff requirements.

**Alcohol Sales at Cubby Park**

- Alcohol will only be allowed during adult programs, unless approved by a separate Council resolution.
- Alcohol is only allowed at Cubby Park if it is purchased from the Cubby Park concession stand.
- Alcohol sales must follow Iowa ABD requirements.
- When alcohol sales occur, at least two city staff members must be on duty.
- Anyone selling alcohol needs to have successfully completed the [I-PACT Training](#). One of the two workers needs to have additional alcohol compliance training such as [Servsafe](#), [TIPS](#), or the equivalent.

***(These minutes have not yet been approved by the Parks and Recreation Commission)***

Chief Horihan presented an argument against the sale of alcohol at Cubby Park. He stated the Park was designed for children not adult leagues. He was concerned of the liability of the City selling alcohol. Cheryl Mercer of Crestview also spoke of concerns with alcohol sales. She asked that we consider the safety and comfort of the elderly in the community.

Commissioner Burger voiced concern for umpires if alcohol is allowed. Fryauf would like a bring your own policy and would like the same for all parks. Miller stated residents would prefer a bring your own policy. Mayor would also like a bring your own policy similar to Beranek. Alcohol sales can be added at a later time if deemed necessary. It was noted that it can be confusing for alcohol during certain events but not others. Russell suggested putting no alcohol allowed in all of the youth league rules and tournaments. This will help with enforcement. Commission was in consensus to allow patrons to bring their own alcohol and not sell it. Commission would also like alcohol allowed at Wapsi but not Lions or Heritage Square without Council approval.



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> Regarding Policy on Waivers for Sewer Service Charges.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator
<b>DATE:</b>	October 3, 2019

### BACKGROUND:

Upon further research in the matter the West Branch Code of Ordinances states that customers shall pay sewer charges which are equal to the current rate of water service. We also understand the code to say customers have the ability secure at their own expense a separate water meter to measure water for gardens and lawns; however, short of this remedy the sewer customer is obligated to pay the sewer fee as provided in the code (highlighted below – see attached entire sections of the code which apply).

91.11 SECOND WATER METER. Customers may, at their own expense, install a separate water meter to measure water used for gardens and lawns.

92.04 BILLING FOR WATER SERVICE. Water service shall be billed as part of a combined service account, payable in accordance with the following:

5. Billing Corrections. Any error in the billing of the amount of usage or the rate billed for said usage shall be corrected by the Billing Clerk upon discovery and confirmation of said error. No other reductions shall be made to the amount of water in gallons billed or to the rate at which it is billed once the water has passed through the meter and is recorded. (Ord. 656 – May 09 Supp.)

99.01 SEWER SERVICE CHARGES REQUIRED. Every customer shall pay to the City sewer service fees as hereinafter provided. (Code of Iowa, Sec. 384.84)

99.02 RATE. Pursuant to Section 91.11, customers may install a separate meter to measure water which is not discharged into the sanitary sewer system. (Ord. 644 – Aug. 08 Supp.) Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed as follows: Equal to the current rate for service of water usage specified in Chapter 92 “WATER RATES” Section 92.02 “RATES FOR SERVICE” of this Code. (Ord. 665 – Mar. 11 Supp.) (Code of Iowa, Sec. 384.84)

<b>STAFF RECOMMENDATION:</b>	Approve Resolution 1820 – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## CHAPTER 91

### WATER METERS

91.01 Purpose	91.06 Fee for Water Meters
91.02 Water Use Metered	91.07 Meter Repairs
91.03 Fire Sprinkler Systems- Exception	91.08 Right of Entry
91.04 Location of Meters	91.09 Defective Meters
91.05 Meter Setting	91.10 Testing of Meters
	91.11 Second Water Meter

**91.01 PURPOSE.** The purpose of this chapter is to encourage the conservation of water and facilitate the equitable distribution of charges for water service among customers.

**91.02 WATER USE METERED.** All water furnished customers shall be measured through meters furnished by the City and installed by a plumber.

**91.03 FIRE SPRINKLER SYSTEMS - EXCEPTION.** Fire sprinkler systems may be connected to water mains by direct connection without meters under the direct supervision of the Superintendent. No open connection can be incorporated in the system, and there shall be no valves except a main control valve at the entrance to the building which must be sealed open.

**91.04 LOCATION OF METERS.** All meters shall be so located that they are easily accessible to meter readers and repairmen and protected from freezing.

**91.05 METER SETTING.** The property owner shall provide all necessary piping and fittings for proper setting of the meter including a valve on the discharge side of the meter. Meter pits may be used only upon approval of the Superintendent and shall be of a design and construction approved by the Superintendent.

**91.06 FEE FOR WATER METERS.** The full cost of the meter and automated meter reading equipment that is prescribed by the Superintendent will be paid for by all new water customers. The automated meter reading equipment that will be added to existing customers will be paid for by the City. The Superintendent will add automated meter reading equipment to existing customers at his or her discretion.  
*(Ord. 703 – Feb. 13 Supp.)*

**91.07 METER REPAIRS.** Whenever a water meter or automated meter reading equipment is found to be out of order the Superintendent shall have it



repaired or replaced at the cost of the City. If it is found that damage to the meter has occurred due to the carelessness or negligence of the customer or property owner, then the property owner shall be liable for the cost of repairs.

*(Ord. 703 – Feb. 13 Supp.)*

**91.08 RIGHT OF ENTRY.** The Superintendent shall be permitted to enter the premises of any customer at any reasonable time to read, remove, or change a meter.

**91.09 DEFECTIVE METERS.** Should a meter get out of order or repair or fail to register properly, the customer will be charged with the average quarterly consumption as shown by the meter, when in order, for the two quarterly periods previous thereto or any fraction thereof if the same has not been used that long.

**91.10 TESTING OF METERS.** Every property owner may require the meter to be tested by paying to the Superintendent the sum of fifty dollars (\$50.00). The water meters shall be tested by the Superintendent or other competent person and should the meter register 5% or more over, the property owner shall be entitled to an adjustment of the water rates on the basis of the over registration of the water meter and have the \$50.00 refunded. The billing clerk shall make an adjustment of the water rate.

**91.11 SECOND WATER METER.** Customers may, at their own expense, install a separate water meter to measure water used for gardens and lawns.

## CHAPTER 92

### WATER RATES

92.01 Service Charges  
92.02 Rates For Service  
92.03 Rates Outside the City  
92.04 Billing for Water Service  
92.05 Service Discontinued

92.06 Lien for Nonpayment  
92.07 Lien Exemption  
92.08 Lien Notice  
92.09 Temporary Vacancy  
92.10 Water Deposits for Rental Property

**92.01 SERVICE CHARGES.** Each customer shall pay for water service provided by the City based upon use of water as determined by meters provided for in Chapter 91. Each location, building, premises or connection shall be considered a separate and distinct customer whether owned or controlled by the same person or not.

*(Code of Iowa, Sec. 384.84)*

**92.02 RATES FOR SERVICE.** Water service shall be furnished at the rate of:

*(Code of Iowa, Sec. 384.84)*

\$4.59 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective June 20, 2006.

\$5.23 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2012.

All consumption over 250,000 gallons per meter per month stays at this rate.

\$5.87 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2013.

\$6.51 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2014.

\$7.15 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2015.

\$7.79 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2016.

*(Ord. 706 – May 15 Supp.)*

**92.03 RATES OUTSIDE THE CITY.** Water service shall be provided to any customer located outside the corporate limits of the City which the City has agreed to serve at two times the rate provided in Section 92.02. No such customer, however, will be served unless the customer shall have signed a service contract agreeing to be bound by the ordinances, rules and regulations applying to water service established by the Council.

*(Code of Iowa, Sec. 364.4 & 384.84)*

**92.04 BILLING FOR WATER SERVICE.** Water service shall be billed as part of a combined service account, payable in accordance with the following:

*(Code of Iowa, Sec. 384.84)*

1. Meters Read. Water meters for Commercial/Industrial and Residential customers shall be read during the third week each month.

*(Ord. 562 – Feb. 04 Supp.)*

2. Bills Issued. The Billing Clerk shall prepare and issue bills for combined service accounts on or before the first day of the month.

3. Bills Payable. Bills for combined service accounts shall be due and payable at the office of the City Clerk by the twentieth (20<sup>th</sup>) of that month. When the twentieth of the month falls on a Saturday or Sunday, the City Clerk's office shall accept payment on the next office day without penalty.

4. Late Payment Penalty. Bills not paid when due shall be considered delinquent. A one-time late payment penalty of ten percent (10%) of the amount due shall be added to each delinquent bill.

*(Ord. 535 – Aug. 01 Supp.)*

5. Billing Corrections. Any error in the billing of the amount of usage or the rate billed for said usage shall be corrected by the Billing Clerk upon discovery and confirmation of said error. No other reductions shall be made to the amount of water in gallons billed or to the rate at which it is billed once the water has passed through the meter and is recorded.

*(Ord. 656 – May 09 Supp.)*

6. Insufficient Funds Charge. A service charge in the amount of \$30.00 shall be assessed to any customer whose payment is not honored by the customer's financial institution for any reason when presented. The service charge shall be in addition to the late payment penalty. If two or more payments are dishonored within a twelve-month period, the City may require future payments in cash, cashiers check or money order. Such cash, cashiers check or money order payments shall be maintained until account has not been delinquent for twelve (12) consecutive months.

*(Ord. 640 – Aug. 08 Supp.)*

**92.05 SERVICE DISCONTINUED.** Water service to delinquent customers shall be discontinued in accordance with the following:

*(Code of Iowa, Sec. 384.84)*

1. Notice. The billing clerk shall notify each delinquent customer that service will be discontinued if payment of the combined service account, including late payment charges, is not received by the date specified in the notice of delinquency. Such notice shall be sent by ordinary mail and shall inform the customer of the nature of the delinquency and afford the customer the opportunity for a hearing prior to the discontinuance.



2. Notice to Landlords. If the customer is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice of delinquency shall also be given to the owner or landlord.
3. Hearing. If a hearing is requested by noon of the day preceding the shut off, the City Administrator shall conduct an informal hearing and shall make a determination as to whether the disconnection is justified. The customer has the right to appeal the City Administrator's decision to the Council, and if the Council finds that disconnection is justified, then such disconnection shall be made, unless payment has been received.
4. Fees. A fee of twenty dollars (\$20.00) shall be charged before service is restored to a delinquent customer during working hours and a fee of fifty dollars (\$50.00) shall be charged before service is restored during non-working hours. No fee shall be charged for the usual or customary trips in the regular changes in occupancies of property.

**92.06 LIEN FOR NONPAYMENT.** The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for water service charges to the premises. Water service charges remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

*(Code of Iowa, Sec. 384.84)*

**92.07 LIEN EXEMPTION.** The lien for nonpayment shall not apply to residential rental properties where water service is separately metered and the charges therefor are paid directly by the tenant, providing the landlord has given written notice to the Clerk that the tenant is liable for the charges and a deposit not exceeding the usual cost of ninety (90) days of water service is paid to the City. The landlord's written notice shall contain the name of the tenant responsible for charges, the address of occupancy and the date of occupancy. A change in tenant shall require a new written notice and deposit. When the tenant moves from the rental property, the Clerk shall refund the deposit if the water service charges are paid in full and the lien exemption shall be lifted from the rental property.

*(Code of Iowa, Sec. 384.84)*

**92.08 LIEN NOTICE.** A lien for delinquent water service charges shall not be certified to the County Treasurer unless prior written notice of intent to certify a lien is given to the customer. If the customer is a tenant and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to

the appropriate persons by ordinary mail not less than thirty (30) days prior to certification of the lien to the County Treasurer. *(Ord. 532 – Sep. 00 Supp.)*  
*(Code of Iowa, Sec. 384.84)*

**92.09 TEMPORARY VACANCY.** Water service may be severed upon notice to the Superintendent or other authorized person whenever the premises is to be unoccupied, and if the premises is unoccupied for more than one month, a proportionate reduction on the minimum charge for water service will be allowed. There shall be a fifty dollar (\$50.00) charge for after-hours disconnection and reconnection.

**92.10 WATER DEPOSITS FOR RENTAL PROPERTY.** A \$100.00 deposit shall be paid by the tenant(s) of rental property when the tenant(s) establish(es) service. Upon disconnection of water service, the deposit, less deductions for any unpaid water usage, penalties and interest, shall be returned to the tenant, without interest. *(Ord. 645 – Aug. 08 Supp.)*

## CHAPTER 99

### SEWER SERVICE CHARGES

99.01 Sewer Service Charges Required  
99.02 Rate  
99.03 Special Rates  
99.04 Private Water Systems

99.05 Payment of Bills  
99.06 Lien for Nonpayment  
99.07 Special Agreements Permitted

**99.01 SEWER SERVICE CHARGES REQUIRED.** Every customer shall pay to the City sewer service fees as hereinafter provided.

*(Code of Iowa, Sec. 384.84)*

**99.02 RATE.** Pursuant to Section 91.11, customers may install a separate meter to measure water which is not discharged into the sanitary sewer system.

*(Ord. 644 – Aug. 08 Supp.)*

Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed as follows:

Equal to the current rate for service of water usage specified in Chapter 92 “WATER RATES” Section 92.02 “RATES FOR SERVICE” of this Code.

*(Ord. 665 – Mar. 11 Supp.)*

*(Code of Iowa, Sec. 384.84)*

**99.03 SPECIAL RATES.** Where, in the judgment of the Superintendent and the Council, special conditions exist to the extent that the application of the sewer charges provided in Section 99.02 would be inequitable or unfair to either the City or the customer, a special rate shall be proposed by the Superintendent and submitted to the Council for approval by resolution.

*(Code of Iowa, Sec. 384.84)*

**99.04 PRIVATE WATER SYSTEMS.** Customers whose premises are served by a private water system shall pay sewer charges based upon the water used as determined by the City either by an estimate agreed to by the customer or by metering the water system at the customer’s expense. Any negotiated, or agreed upon sales or charges shall be subject to approval of the Council.

*(Code of Iowa, Sec. 384.84)*

**99.05 PAYMENT OF BILLS.** All sewer service charges are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of

Ordinances. Sewer service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

**99.06 LIEN FOR NONPAYMENT.** The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for sewer service charges to the premises. Sewer service charges remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

*(Code of Iowa, Sec. 384.84)*

**99.07 SPECIAL AGREEMENTS PERMITTED.** No statement in these chapters shall be construed as preventing a special agreement, arrangement or contract between the Council, and any industrial concern whereby an industrial waste of unusual strength or character may be accepted subject to special conditions, rate and cost as established by the Council.

[The next page is 469]



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> a Sewer Credit for Millie Verlo (424 E. Main Street).
<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>	October 4, 2019

### BACKGROUND:

Resident, Millie Verlo attended the September 16, 2019 City Council meeting and asked for a partial sewer credit due to a garden hose being left on for watering a garden on her property.

Ms. Verlo's monthly usage averages less than 1700 gallons, equating to a minimum monthly charge of \$35.05. During the billing cycle of July 19, 2019 to August 19, 2019, her usage was 26,000 as the result of the hose incident. The September bill for this usage was \$424.98.

The City Council verbally approved her request. Staff calculated the credit for the excess sewer billed to Ms. Verlo to be in the amount of \$194.75. Should the Council approve her request, a credit of \$194.75 will be added to Ms. Verlo's account.

<b>STAFF RECOMMENDATION:</b>	Seek Legal Opinion – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> a Sewer Credit for James McLain, 700 Sullivan Street.
<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>	October 4, 2019

### BACKGROUND:

Resident, James McLain attended the September 3, 2019 City Council meeting and asked for a partial sewer credit for watering his property (grass and flowers) during the summer of 2019. McLain said he has only lived in West Branch for a little over than a year and was aware that the City loaned out landscape meters to track outdoor water usage.

Mr. McLain's monthly usage averages approximately 3700 gallons each month. During the billing cycle of June 21, 2019 to August 19, 2019, his usage was 28,000 as the result of his watering habits. McLain's August bill totaled \$136.13, and his September bill totaled \$328.70.

The City Council previously denied his request, but since reconsidered the request. Staff calculated the credit for the excess sewer billed to Mr. McLain to be in the amount of \$155.80. Should the Council approve his request, a credit of \$155.80 will be added to Mr. McLain's account.

<b>STAFF RECOMMENDATION:</b>	Seek Legal Opinion – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Resolution 1840</b> – Approving a Professional Service Agreement with Simmering-Cory, Iowa Codification in the Amount of \$7,000.
<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>	October 2, 2019

### BACKGROUND:

The West Branch Code of Ordinances was last re-codified in May 2015. Since that time, 36 new ordinances have been passed by the City Council. Simmering-Cory, Iowa Codification has reviewed the West Branch City Code and ordinances passed since the last re-codification and determined that a full update is needed at this time.

It is now time to re-codify our City Code to incorporate those changes and to update the Code to reflect legislative changes since May 2015. Deputy Clerk Brick will work closely with Simmering-Cory, Iowa Codification to ensure the Code is updated to reflect those changes.

The quote received from the vendor includes a searchable online version of the Code once updated and is recommended by staff to purchase this option to allow easier access of ordinance information.

<b>STAFF RECOMMENDATION:</b>	Approve Resolution 1840 – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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**LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.  
DBA IOWA CODIFICATION**

114 E. 5<sup>th</sup> Street.  
P.O. Box 244  
Storm Lake, Iowa 50588  
(641) 357-7596

**AGREEMENT FOR CODIFICATION SERVICES**

Iowa Codification, hereinafter referred to as the COMPANY, and the City of West Branch, Iowa, hereinafter referred to as the CITY, hereby agree as follows:

**ARTICLE 1  
NEW CODE PREPARATION**

1.1 The CITY agrees to provide the following to the COMPANY: One (1) copy of all ordinances that have not been incorporated into the CITY's Code of Ordinances, a current copy of the CITY's existing code, and a list of any other special subjects not presently covered by the existing Code of Ordinances, but which are to be included in the new Code of Ordinances.

1.2 As part of the new code preparation, the CITY agrees to respond to questions posed in a Code Editor's Review Report that will be prepared after the COMPANY's review of the CITY's existing Code of Ordinances and materials provided pursuant to Section 1.1 hereof. The Code Editor's Review Report may include, but is not limited to, questions relating to specific code sections and chapters, suggested topics for further review, and sample language for the CITY to consider. The CITY agrees to review and respond to the materials provided in the Review Report and forward requested information to the COMPANY within 120 days after receipt of the Review Report.

1.3 The COMPANY agrees to furnish one (1) copy of a comprehensive draft Code of Ordinances, based on the COMPANY's copyrighted model Code of Ordinances and the materials provided by the CITY pursuant to Sections 1.1 and 1.2 hereof.

The parties hereto agree that all material provided by the COMPANY during preparation of the new code remains the property of the COMPANY and shall not be duplicated, copied, or in any fashion reproduced, in whole or in part, except for purposes of review by CITY officials, without the express written consent of the COMPANY.

1.4 The CITY agrees to review and modify the draft Code of Ordinances and to return the edited draft copy to the COMPANY within ninety (90) days after receipt of the draft Code.

1.5 A second draft code following the first draft will not be provided unless requested by the CITY. If a second draft is requested, the CITY agrees to pay the COMPANY's costs related to printing and shipping the second draft. The edited second draft must be returned within forty-five (45) days after receipt by the CITY. There shall be a charge of fifteen dollars (\$15.00) per page for any further revisions to the second draft except for changes requested by the CITY which are due to typographical or similar errors on the part of the COMPANY.

1.6 The COMPANY agrees to prepare and print for use of the CITY one (1) complete copies (not including binders and tabs) of the new Code of Ordinances upon receipt of the edited draft(s) specified in Section 1.4 or 1.5 hereof. COMPANY also agrees to provide the Code of Ordinances on CD in Microsoft Word format after the code is adopted. Additional copies of the code can be purchased for \$130.00 per book.

1.7 The Base Price for services and materials provided with respect to the contents of the new Code of Ordinances made up of sections of the COMPANY's model Code, the CITY's current code, and uncodified ordinances through the delivery of the draft shall be five thousand five hundred dollars (\$5,500.00). Additional local ordinances provided by the CITY to COMPANY after delivery of the draft code to the CITY, or other special materials, will be included in the new Code of Ordinances at the rate of twenty-five dollars (\$25.00) per page, provided such material does not require special typesetting, reproduction methods or other special handling.

If the draft Code of Ordinances is not edited and returned to the COMPANY within the time frames specified in either Section 1.4 or 1.5 of this AGREEMENT, and the delay makes it necessary to reprocess the draft to incorporate legislative changes or updates and revisions which have been developed by the COMPANY subsequent to delivery of the draft to the CITY, the Base Price will be increased by fifteen percent (15%) in order to cover costs incurred by the COMPANY.

1.8 Payment for services and materials provided under this AGREEMENT shall be as follows:

A. An initial payment of one thousand five-hundred dollars (\$1,500.00) shall be due and payable upon execution of this AGREEMENT by the CITY.

B. A second installment of two thousand dollars (\$2,000.00) shall be due and payable upon delivery by the COMPANY of the draft copy of the new Code of Ordinances.

C. Final payment shall be due and payable upon delivery by the COMPANY to the CITY of the copies of the new Code of Ordinances. The final payment shall include any additional costs added to the project including, but not limited to, the printing of additional copies of the Code of Ordinances.

1.9 All material provided by the COMPANY under the terms of this AGREEMENT is intended for the sole and exclusive use of the CITY, and the CITY shall not allow such material to be duplicated, copied, or in any manner reproduced in whole or in part for the use or benefit of any other person, city, governmental agency, firm, or corporation for profit without the express written consent of the COMPANY.

## **ARTICLE 2 TERMINATION AND NONCOMPLIANCE**

2.1 This AGREEMENT is terminable by either party upon written notice given to the other party no later than ten (10) days prior to the requested termination date. If this AGREEMENT is terminated by the CITY after the COMPANY has delivered a draft copy of the new Code as provided in Section 1.3 or 1.5 hereof and before the COMPANY has delivered the copies of the new Code as provided in Section 1.6 hereof, the CITY shall pay the COMPANY an amount equal to the Base Price set out in Section 1.7 hereof.

2.2 At the option of the COMPANY, if the CITY does not provide to the COMPANY responses to the Code Editor's Review Report as specified in Section 1.2 hereof or such later date as may be agreed upon by the CITY and the COMPANY, the COMPANY may proceed with the project and produce the draft code based on materials provided in Section 1.1 of this agreement.

If the edited draft(s) are not returned within the time as specified in Sections 1.4 or 1.5 hereof, or such later date as may be agreed upon by the CITY and the COMPANY, the CITY shall pay the COMPANY an amount equal to the Base Price set out in Section 1.7 hereof.

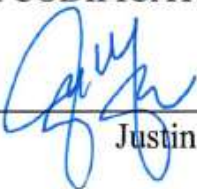
IN WITNESS WHEREOF, the CITY and the COMPANY have executed this AGREEMENT as of the dates shown opposite the signatures below.

CITY OF: West Branch

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

Attest: \_\_\_\_\_  
City Clerk Date

LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.  
DBA IOWA CODIFICATION

By:  \_\_\_\_\_  
Justin Yarosevich October 2, 2019 Date

**RESOLUTION 1840**

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
SIMMERING-CORY, IOWA CODIFICATION, INC. IN THE AMOUNT OF \$7,000.**

**WHEREAS,** Simmering-Cory, Iowa Codification, Inc. has provided supplemental codification services to the City of West Branch in the past; and

**WHEREAS,** the City of West Branch has found these services to be of high quality and reasonably priced; and

**WHEREAS,** Simmering-Cory, Iowa Codification, Inc. has provided the City of West Branch with an agreement to provide a full update to the City Code by codifying Ordinances adopted from May 2015 to current and to provide the City with the necessary proceedings for the City Code to be readopted; and

**WHEREAS,** the cost to complete the full update and readopt the City Code is \$5,500; and

**WHEREAS,** the cost to have an online Code option is estimated to be \$1,000, plus an additional \$500 for annual maintenance; and

**WHEREAS,** it is now necessary to approve said agreement.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of West Branch, Iowa that the aforementioned agreement with Simmering-Cory, Iowa Codification, Inc. of Storm Lake, Iowa, is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

**Passed and approved this 7th day of October, 2019.**

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Colton Miller, Mayor Pro Tem

ATTEST:

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Redmond Jones II, City Administrator/Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Resolution 1844</b> – Accepting the Low Quotes for the Demolition and Salvage of Structures A and B at 325 E. Green Street (A.K.A. the Former Croell Ready Mix Site).
<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>	Redmond Jones II, City Administrator
<b>DATE:</b>	October 4, 2019

### BACKGROUND:

As the City Council is aware it has been a top objective and goal prepare as much as possible the down east redevelopment site (also known as the Former Croell Ready Mix Site). The city is looking for a creative approach to development that accommodates entertainment venues such as a city market, hotel, housing, brewery and/or other significant mixed-used developments on the site (all ideas will get considerable review and investigation). As a part of these efforts the city has obtained the Derelict Building Grant. This is administered by the Department of Natural Resources. Due to weather related delays in the construction industry a grant extension with new project deadlines was extended.

This item will allow our predevelopment efforts to continue with the hopes to make this project more appealing for potential developers as the site gets cleaned up.

Structure A will be demolished for a payment to the city of \$1.00 dollar (There is a \$100.00 state permit fee that the city may want to incur because the next closest bid is \$1,700).

Structure B will be demolished for a quote of \$1,900.

The quotation requirements and specification for demolition and salvage is attached with agenda item.

<b>STAFF RECOMMENDATION:</b>	Approve this Resolution 1844 – 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"*





September 25, 2019

CON 12-17-11  
Doc ID# 18678REDMOND JONES III  
WEST BRANCH CITY OF  
110 N POPLAR STREET  
PO BOX 218  
WEST BRANCH IA 52358

RE: Derelict Building Grant Program (DBGP) 20-G550-04DB

Dear Mr. Jones:

As requested by your letter dated September 12, 2019, I have amended your contract as shown below. Please note that in addition to the updated Time of Performance, the contract's Project Milestones have been updated to reflect a new Final Report due date.

Contract amendments are as follows:

**OLD CONTRACT DATES:**

<b>Time of Performance:</b>	July 1, 2019 – September 15, 2019
<b>Time of Final Documentation:</b>	<b>September 15, 2019</b>
<b>Term of Contract:</b>	July 1, 2019 – <b>September 15, 2019</b>

**AMENDED CONTRACT DATES:**

<b>Time of Performance:</b>	July 1, 2019 – June 15, 2020
<b>Time of Final Documentation:</b>	June 15, 2020
<b>Term of Contract:</b>	July 1, 2019 – June 15, 2020

Note that all amended contract areas will supersede the original contract. All areas of the contract that are not amended shall continue to be in force. If you have any questions, please do not hesitate to contact Scott Flagg at 515-725-8318 or [scott.flagg@dnr.iowa.gov](mailto:scott.flagg@dnr.iowa.gov).

Sincerely,

Kayla Lyon  
DirectorCc: Budget & Finance Bureau  
File

## **NOTATION REQUIREMENTS AND SPECIFICATIONS FOR DEMOLITION AND SALVAGE OF 325 E Green Street**

The City of West Branch is seeking Quotes to demolish the building(s) located at 325 E. Green Street (Parcel # 0500-13-05-361-007-0) with salvage rights of building materials to the contractor. There are two structures on site Structure A and Structure B as shown below.

Structure A



Structure B



Interested Parties are allowed to place a Quote on one or both structures. Interested Parties placing quotes on both should prepare standalone / balanced quotes as quotes will be reviewed as independent projects.

The work includes all labor, equipment and materials for the demolition of the structure(s) and salvage of materials at 325 E. Green Street. Bids are to be addressed to the City of West Branch, 110 Poplar Street, West Branch Iowa 52358.

**General Provisions:** The successful bidders is responsible for the following:

1. Awarded bidder(s) shall have salvage rights over the awarded structure.
2. Demolition site must be properly secured.
3. Remove all combustible demolition materials from the property.
4. All demolition material must be hauled to a landfill, unless otherwise salvaged or an alternative site approved by the city.
5. All salvaged items are to be identified and provided written explanation as to the anticipated use (scrap metal, reuse, recycling, etc.).
6. Restoration of public property: Streets, Sidewalks, Alleys and other public property disturbed in the course of the work shall be restored to the condition of the property prior to the commencement of the work, or in a manner satisfactory of the City at the expense of the awarded contractor.
7. Remove Structure to existing ground elevation.

Structure A



✓ Swift & Swift LLC  
1903 Walling CT, Davenport IA  
Federal Tax ID# : 37-1583192

#### Quote 4

- Address Total Bid Payment to the City / Total Bid Cost to the City

325 E. Green Street \$ 500.00 Payment / cost

**Removed themselves from the Quote**

#### Demolition/Salvage Quotes:

Quote 1	Quote 2	Quote 3
<u>Dustin Bowers</u>	<u>Barnhart's Custom Services</u>	<u>Dustin Anderson</u>
Name: _____	Name: <u>LLC</u>	Name: <u>Mad Kat Farm, Inc</u>
<u>2124 Garfield Ave</u>	<u>412 E. Main, P.O. Box 36</u>	<u>1660 Charles Ave</u>
Address <u>West Liberty, IA</u>	Address <u>West Branch, IA</u>	Address <u>West Branch, Iowa</u>
<u>52776</u>	<u>52358</u>	<u>52358</u>
<u>46-4871735</u>	<u>27-1531984</u>	<u>56-2387794</u>
Federal Tax ID Number	Federal Tax ID Number	Federal Tax ID Number

#### Circle Payment or Cost (for Structure A):

Structure A

#### Quote 1

- Address Total Bid Payment to the City / Total Bid Cost to the City  
325 E. Green Street \$ 7,500 payment / cost

#### Quote 2

- Address Total Bid Payment to the City / Total Bid Cost to the City  
325 E. Green Street \$ 1,700.00 payment / cost

#### Quote 3

- Address Total Bid Payment to the City / Total Bid Cost to the City  
325 E. Green Street \$ 1.00 payment / cost



Structure B



Demolition/Salvage Quotes:

Quote 1	Quote 2	Quote 3
<u>Dustin Bowers</u>	<u>Barnhart's Custom Services</u>	<u>Swift &amp; Swift LLC</u>
Name: _____	Name: <u>LLC</u>	Name: <u>1903 Walling CT</u>
<u>2124 Garfield Ave</u>	<u>412 E. Main, P.O. Box 316</u>	<u>Davenport IA 52</u>
Address <u>West Liberty, IA</u>	Address <u>West Branch, IA</u>	Address: _____
<u>52776</u>	<u>52358</u>	
<u>46-4871735</u>	<u>27-1531984</u>	<u>37-1583192</u>
Federal Tax ID Number	Federal Tax ID Number	Federal Tax ID Number

Circle Payment or Cost (for Structure B):

Structure B

Quote 1

- Address Total Bid Payment to the City / Total Bid Cost to the City  
325 E. Green Street \$ 6,500 to Landfill payment cost

Quote 2

- Address Total Bid Payment to the City / Total Bid Cost to the City  
325 E. Green Street \$ 1,900-00 payment cost

Quote 3

- Address Total Bid Payment to the City / Total Bid Cost to the City  
325 E. Green Street \$ 20,000 payment cost

↙ DNR will not allow grant money match for this  
3,500 alternative if allowed to be in country outside city

Demolition/Salvage Bid:

Duston Anderson, Mad Kat Farms, Inc

Name:

1660 Charles Ave. West Branch, Iowa 52358

Address

56-2387794

Federal Tax ID Number

**Circle Payment or Cost (for Structure A and/or Structure B):**

**Structure A**

- Address Total Bid Payment to the City / Total Bid Cost to the City  
325 E. Green Street \$ 1/0 payment / cost

**Structure B**

- Address Total Bid Payment to the City / Total Bid Cost to the City  
325 E. Green Street \$ \_\_\_\_\_ payment / cost

Note: any special provisions of the contractor as they relate to the demolition / salvage of the structure(s) on the property.

The building will be relocated to another site for farm equipment storage.



Demolition/Salvage Bid:

Barnhart's Custom Services, LLC

Name:

412 E Main, P.O. Box 36, West Branch, IA 52358

Address

27-1531984

Federal Tax ID Number

Circle Payment or Cost (for Structure A and/or Structure B):

Structure A

- Address Total Bid Payment to the City / Total Bid Cost to the City  
325 E. Green Street \$ 1,700.00 payment cost

Structure B

- Address Total Bid Payment to the City / Total Bid Cost to the City  
325 E. Green Street \$ 1,900.00 payment cost

Note: any special provisions of the contractor as they relate to the demolition / salvage of the structure(s) on the property.

Will need a copy of the asbestos inspection  
report and verification that asbestos has been abated,  
so we can fill out the state required demolition  
notification. We have included the \$100 fee required  
with filing this notification - for both structures.

## **RESOLUTION 1844**

### **A RESOLUTION ACCEPTING THE LOW QUOTES FOR THE DEMOLITION AND SALVAGE OF STRUCTURES A AND B AT 325 E. GREEN STREET (A.K.A. THE FORMER CROELL READY MIX SITE).**

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

**WHEREAS**, 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; and

**WHEREAS**, quotes were received for the demolition and salvage of structures on the aforementioned site; and

**WHEREAS**, Mad Kat Farm, Inc. has provided a quote for paying a \$1.00 to the City of West Branch for the demolition and salvage of structure A; and

**WHEREAS**, Barnhart's Custom Services, LLC. has provided a quote for the demolition and salvage of structure B for a charge of \$1,900.00; and

**WHEREAS**, it is now necessary to approve said agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Branch, that Authorize the City Administrator to enter into said agreements with both Mad Kat Farms Inc. and Barnhart's Custom Services, LLC for the services of demolition and salvage of structures A and B on 325 E. Green Street also known as the former Croell ready-mix property.

\* \* \* \* \*

**Passed and approved this 7<sup>th</sup> day of October, 2019.**

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Colton Miller, Mayor Pro Tem

ATTEST:

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Redmond Jones II, City Administrator / City Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	October 7, 2019
<b>AGENDA ITEM:</b>	<b>Motion to Accept</b> a Quote from Alpha Graphics in the Amount of \$692.34 for printing and mailing services for a postcard mailing regarding the Capital Improvement Reserve Levy which will be on the November Ballot.
<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>	October 4, 2019

### BACKGROUND:

As presented in Iowa State Code 384.7 entitled “Capital Improvement Fund”; A City may establish a capital improvement reserve fund, and may certify taxes not to exceed sixty-seven and one-half cents per thousand dollars of taxable value each year to be levied for the fund for the purpose of accumulating moneys for the financing of specified capital improvements, or carrying out a specific capital improvement plan.

With the heavy investment the city has made with regard to its parks and infrastructure it has reached high levels in our overall debt capacity. The city has been aggressively pursuing retiring this debt. Establishing a Capital Improvement Reserve Levy would allow the city to maintain state allowable levy levels that are currently servicing today’s debt levels, and accumulate a portion of the levy not consumed by our debt service in a capital improvement reserve. As we pay down our debt levels we could maintain our current overall debt service levels and apply the levy not directly applied for debt service needs into a Capital Improvement Reserve.

In the long run this will give the city the benefit to fund smaller capital improvement project (such as downtown streetscaping, trails and/or sidewalk projects) without going out for expensive financing or bond issues that could have restrictions as to the use of funds. In time, this measure could allow capital equipment replacements (such as Police, Parks, and Public Works vehicle replacement) without placing demands on general fund which could result in peaks and valleys in the city’s tax rate. In other words, this ability would be a stabilizing factor that would assist an even or stable tax rate.

This item will allow the city to send out an informational post card that only explains the proposed ballot measure.

<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>	

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AlphaGraphics of North Liberty  
1325 Kennel Ct.  
North Liberty, IA 52317  
Phone: 319-626-3700  
printing@alphagraphics.com



**Estimate Number: 8253**



**Bill To:**  
Redmond Jones  
City of West Branch  
110 N Poplar St  
West Branch Iowa  
Phone: 319-643-5888  
E-Mail: rjonesii@westbranchiowa.org

**Date:** 10/3/19

**P.O.:**

Taken By: Allen  
Sales Rep: Allen  
Account Type: Charge

**Postcard mailing**

Quantity	Description	Price
1,200	Postcard mailing, 5.5 x 11 White Gloss Nekoosa Gloss Cover 100#	\$ 692.34
1	Design Charge	
	Mailing Services Setup	
	Cass/NCOA Update	
		Subtotal 692.34
		Tax 0.00
		Shipping 0.00
		Total 692.34
		Deposit (-) 0.00
		<b>Amount Due</b>

**THIS ESTIMATE IS VALID FOR 30 DAYS FROM ABOVE DATE.** This estimate is based upon information provided to AlphaGraphics for the above job by the client and is subject to change based on variation in quantity, paper, inks, due dates, etc. If changes do occur, or order placement is beyond 30 days from date of the estimate, please call AlphaGraphics, at the number listed above, for confirmation. Please refer to the Estimate number when placing order. All coupons must be addressed at the beginning of each project as coupons apply to retail prices. If you have any questions about the above information, or any of our services, please contact us and let us serve you.

Signature \_\_\_\_\_

Time \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_