



PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY JUNE 7, 2021 IN THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH, IOWA.

Mayor
Mayor Pro Tem
Council Member
Council Member
Council Member
Council Member
City Administrator
City Attorney
Deputy City Clerk

Roger Laughlin
Colton Miller
Jodee Stoolman
Nick Goodweiler
Tom Dean
Jerry Sexton
Redmond Jones II
Kevin Olson
Leslie Brick

mayor@westbranchiowa.org
mcolton@rocketmail.com
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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. Electronic Meeting (Pursuant to Iowa Code section 21.8) An electronic meeting is being held because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff and the public presented by COVID-19. You can watch and/or participate in the meeting at the following link <https://zoom.us/j/5322527574> or dial in phone number **1-312-626-6799** with **Meeting ID 532 252 7574**. A video of the meeting will also be made available June 11th on the City Website. For your safety and the safety of others please explore all available opportunities to participate by phone or computer. If you are unable to attend or participate by computer or phone, you may come to City Hall as an audience member.

AGENDA

A. Call to Order

B. Opening Ceremonies

1. Pledge of Allegiance
2. Welcome

C. Roll Call

D. Guest Speaker, Presentations and Proclamations.

E. Public Comment

Anyone wishing to address the City Council may come forward when invited; please state your name and address for the record. Public comments are typically limited to three minutes and written comments may be submitted to the Deputy City Clerk.

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.*

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1. **Motion to Approve** Meeting Minutes for City Council Meeting May 17, 2021.
2. **Motion to Approve** Meeting Minutes for Closed Session Meeting May 20, 2021.
3. **Motion to Approve** Class C Beer, Class B Native Wine and Sunday Sales privileges for Parkside Petroleum – Located at 401 Parkside Drive.
4. **Motion to Approve** Class E Liquor (LE), Class B Wine, Class C Beer, and Sunday Sales privileges for Kum & Go #254 – Located at 620 S. Downey Street.
5. **Motion to Approve** Cigarette Permit Renewals for FY 2021-2022.
6. **Motion to Approve** Payment of Nuisance Abatement Invoices for 332 N. Downey and 203 Green Street.
7. **Motion to Approve** the Claims Report.

G. Public Hearing / Non-Consent Agenda

1. **Second Reading of Ordinance 781** – An Ordinance Amending Chapter 165; Entitled, “Zoning Regulations” to Add section 51 “Annexed Territory”.
2. **Resolution 2008** – A Resolution Approving a 2% Cost of Living Adjustment and Setting Salaries for Appointed Officials and Employees of the City of West Branch, Iowa for FY 2021-2022.
3. **Resolution 2009** – A Resolution Approving Adding “J&D Lawn Care”, “Rocha Lawn Care”, and “Casper Lawn Care”, and Renewing “Swift and Swift” as the List of Contractors to be deployed for Nuisance Abatement Services as Deemed Appropriate.
4. **Resolution 2010** – A Resolution Approving Contracts totaling \$10,155.39 for the Hoover Hometown Days Event.
5. **Resolution 2011** – A Resolution Approving Partial Alley Closure (the south end of the alley access on Main St. between 4th and 5th).
6. **Resolution 2012** – A Resolution Hiring Heidi Van Auken as the Finance Officer/Treasurer for the City of West Branch, Iowa, and Setting the Salary for the Position for Fiscal Year 2021-2022.
7. **Resolution 2013** – A Resolution Approving Liability Insurance Proposal with ICAP.
8. **Resolution 2014** – A Resolution the Workers Compensation proposal with IMWCA.
9. **Discussion Item:** Regarding Participation in the Hometown Pride Program (ECIA Proposal).
10. **Discussion Item:** Considering Aspects and/or Programs Desired in the West Branch Housing Trust Fund.
11. **Discussion Item:** Regarding the Remaining Public Improvements Related the Cedar’s Edge Sub-division.
12. **Discussion Item:** Consider Alternative Site(s) for Fireworks during Hoover Hometown Days Event.

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H. Reports

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

I. Comments from the Mayor and City 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 westbranchiowa.org/city-of-west-branch/mayor-city-council/meetings/. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

**City Council
Regular Meeting**

**May 17, 2021
7:00 p.m.**

An Electronic Meeting (pursuant to Iowa Code Section 21.8) of the City Council of the City of West Branch, Cedar County, IA was held on Monday, May 17, 2021 at 7:00 p.m. because a meeting in person was impossible or impractical due to concerns for the health and safety of Council Members, Staff and the Public presented by COVID-19.

Until further notice, all of our Council Meetings will be held electronically. Persons may still attend, observe and participate in the meeting at the Council Chambers, City Office, 110 N. Poplar St, West Branch, Iowa. Social distancing practices shall be observed for any persons attending the meeting in person at City Hall.

Mayor Roger Laughlin called the West Branch City Council regular meeting to order at 7:00 p.m. Roll call: Council members: Colton Miller, Jodee Stoolman, Tom Dean and Nick Goodweiler were present. Jerry Sexton arrived at 7:35 p.m. City Staff present: City Administrator Redmond Jones II, Deputy Clerk Leslie Brick, Finance Officer Gordon Edgar and City Attorney Kevin Olson. City Staff attending via Zoom: Park & Recreation Director Melissa Russell, Public Works Director Matt Goodale, Library/IT Director Nick Shimmin, Police Chief John Hanna and Police Officer Cathy Steen.

GUEST SPEAKER PRESENTATIONS

Goodale had the newest Public Works truck purchased last winter on display at the City Office for the Council to view. Goodale said the 2009 Sterling was purchased from the City of Manchester at a cost of \$35,000. The truck had some maintenance done and was re-painted and will be used as a snow plow. Goodale said he is pleased with the purchase and intends to use it for many years.

Rod Ness, Director of Cedar County Economic Development and Cedar County Supervisor John Bell, presented a new Cedar County program named Home Base Iowa. Ness described the program is for veterans or transitioning service members to encourage making our communities the place to live and work. Home Base Iowa Cedar County is offered through the partnership of Cedar County, Cedar County Economic Development Commission, Veterans Affairs, local businesses and area communities in conjunction with the State of Iowa to attract veterans to live and work in Cedar County. Ness said that three local employers have joined the program; Lynch Excavating, Tidewater and US AutoForce. Ness said he could be contacted for more information on the program.

PUBLIC COMMENT - NONE

CONSENT AGENDA

Motion to Approve Meeting Minutes for City Council Meeting May 3, 2021.

Motion to Approve Class C Liquor License (LC) with Outdoor Service and Sunday Sales privileges for Cedars Edge Golf Course Inc.

Motion to Approve the Claims Report.

EXPENDITURES

5/17/2021

ABOUT FACES ENTERTAINMENT	DEPOSIT - HHTD ENTERTAINMENT	900.00
AE OUTDOOR POWER	REPAIR PARTS	428.54
ALLIANT ENERGY	UTILITY SERVICE	10,440.58
AMAZON	BOOKS, PRGRAM & MAINT SUPPLIES	821.31
AT & T MOBILITY	WIRELESS SERVICE	344.80
BAKER & TAYLOR INC.	BOOKS	1,035.06
BARRON MOTOR SUPPLY	VEHICLE MAINTENANCE SUPPLIES	126.77
BOWERS CUSTOM SERVICES LLC	CUBBY PARK - CAP IMP/ COLD MIX	520.00
BROWN'S WEST BRANCH	VEHICLE REPAIR	1,083.43

CEDAR COUNTY RECORDER	RECORDING FEES	21.00
CHAUNCEY BUTLER POST 514	FLAGS & ACCESSORIES	183.00
CJ COOPER & ASSOCIATES	PREEMPLOYMENT SERVICE	35.00
CULLIGAN WATER TECHNOLOGIES	WATER SOFTENER SERVICE	23.20
D&R PEST CONTROL	PEST CONTROL - LIBRARY	70.00
ELITE HOLDING COMPANY	YOUTH SPORT SHIRTS	1,430.25
EVER-GREEN LANDSCAPE NURSE	PLAYGROUND CHIPS	2,160.00
GLOBAL EQUIPMENT CO. INC.	LOCKERS	1,253.79
GOLD MEDAL CENTRAL IL	CONCESSION MDSE & EQUIPMENT	936.07
HI-LINE ELECTRIC COMPANY INC	SUPPLIES	37.11
HOLIDAY INN DES MOINES AIRPORT	LODGING - L BRICK	224.00
ILLINOIS LIBRARY ASSOCIATION	PROGRAM SUPPLIES	280.78
IOWA CODIFICATION INC	ORDINANCE CODIFICATION UPDATE	2,000.00
KANOPY	VIDEOS	31.00
KILER, KEVIN L OR KAY A	BUILDING INCENTIVE PAYMENT	1,182.95
LAKESHORE LEARNING MATERIALS	PROGRAM SUPPLIES	71.97
LAUGHLIN DESIGN LLC	REPAIR & DOOR & A/C INSTALLATION	16,500.00
LOGAN CONTRACTOR'S SUPPLY	CUBBY PARK CAPITAL IMPROVEMENTS	2,712.89
LYNCH'S PLUMBING INC	CUBBY PARK CAPITAL IMPROVEMENT	580.80
MENARDS	WHEELBARROW, SCOOP SHOVELS	157.96
METROPOLITAN COMPOUNDS INC	CHEMICALS	1,742.46
OVERDRIVE INC	BOOK	2.49
PLUNKETT'S PEST CONTROL INC	PEST CONTROL - POLICE & FIRE	75.00
PORT 'O' JONNY INC.	SERVICE - WAPSI PARK	216.00
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	863.00
RPM REVIVAL	2009 STERLING DUMP/PLOW TRUCK	11,990.66
STATE INDUSTRIAL PRODUCTS	CHEMICALS	244.00
THE HOME DEPOT PRO	SUPPLIES	25.10
TIPTON CONSERVATIVE	SUBSCRIPTION TO 05-01-2022	40.00
USA BLUE BOOK	SUPPLIES	1,228.28
WALMART COMMUNITY/RFCSLLC	SUPPLIES	301.24
WEST BRANCH TIMES	ADVERTISING, LEGAL PUBLICATION	601.11
WEX BANK	VEHICLE FUEL	1,652.40
TOTAL		64,574.00
PAYROLL	05/14/21	44,668.59
PAID BETWEEN MEETINGS		
CEDAR COUNTY COOP	FUEL	580.90
SCATTERGOOD FRIENDS SCHOOL & FARM	FARM TO FOOD BANK PROGRAM	3,500.00
WEST BRANCH COMMUNITY SCHOOLS	OPERATION BACKPACK, FOOD PANTRY	8,000.00
WEST BRANCH FOOD PANTRY	SUPPORT FOR FOOD PANTRY	7,500.00
GLOBAL PAYMENTS	CREDIT CARD FEES	998.82
LESLIE BRICK	TRAVEL EXPENSES	191.20
CROEL, INC.	CUBBY PARK CAPITAL IMPROVEMENTS	20,950.00
HENDERSON PRODUCTS	SNOW PLOW REPAIR	265.68
REDMOND JONES II	TRAVEL EXPENSES	243.34
GLORIA HUBLER	UTILITY REFUND	42.12
REBECCA NAUGHTON	UTILITY REFUND	43.21
TOTAL		42,315.27
GRAND TOTAL EXPENDITURES		151,557.86
FUND TOTALS		
001 GENERAL FUND	72,298.47	
022 CIVIC CENTER	449.74	
031 LIBRARY	9,538.08	
110 ROAD USE TAX	7,123.49	
112 TRUST AND AGENCY	4,733.24	
308 PARK IMP - PEDERSEN VALLEY	25,027.59	
600 WATER FUND	10,764.48	
610 SEWER FUND	21,622.77	
GRAND TOTAL	151,557.86	

Laughlin noted an error on the Consent Agenda that the meeting minutes being approved this evening were for May 3, 2021, not April 19, 2021. Laughlin said the correct minutes were in the Council packet. The Council acknowledged the correction.

Motion by Miller, second by Goodweiler approve agenda/consent agenda. AYES: Miller, Goodweiler, Stoolman, Dean. NAYS: None. Absent: Sexton. Motion carried.

PUBLIC HEARING / NON-CONSENT AGENDA

Public Hearing: To Discuss the Status of Funded Activities and Final Statement for the West Branch Food Pantry CDBG Grant Project.

Laughlin opened the public hearing at 7:13. Barb Wilcox, member of the West Branch Area Religious Council (WBARC) thanked the Mayor, City Council and Jones for the grant opportunity. Mark Quee and John Zimmerman of Scattergood Friends School said they were happy to help grow and distribute food in 2020 which helped feed community members in need. There was no other public comment. Laughlin closed the public hearing at 7:17 p.m.

Resolution 2005 – Approving and Accepting the Status of Funded Activities and Final Statement for the West Branch Food Pantry CDBG Grant Project. / Move to action.

Jones explained how the \$25,000 CDBG Grant proceeds were distributed in the community to help with West Branch's most vulnerable with nutritious food by pooling resources to meet the objective and goals of the grant. Jones stated that the grant budget was distributed as follows: \$7500 toward re-stocking the West Branch Food Pantry, \$2,000 to the Downtown Hot Meal Voucher program, \$3500 toward Operation Backpack, \$4,500 toward the West Branch Community School Food Pantry, \$3,500 toward the Farm to Food Bank program (Scattergood) and the remaining \$4000 to update the West Branch Food Pantry and make it in compliance with the Americans with Disabilities Act. Jones said that all funds were all now expended and requirements of the grant had been met.

Motion by Goodweiler, second by Stoolman to approve Resolution 2005. AYES: Goodweiler, Stoolman, Dean, Miller. NAYS: None. Absent: Sexton. Motion carried.

Public Hearing: To Discuss Amending the Current Budget for the Fiscal Year Ending June 30, 2021.

Laughlin opened the public hearing at 7:19 p.m. Finance Officer explained that a budget amendment for \$25,000 is for the CDBG Grant since the grant required the City to expend the funds and then be reimbursed if all requirements were met. Edgar said the expense was not budgeted, therefore an amendment was warranted. There were no other public comments. Laughlin closed the public hearing at 7:20.

Resolution 2006 – Amending the Current Budget for the Fiscal Year Ending June 30, 2021. / Move to action.

Motion by Goodweiler, second by Stoolman to approve Resolution 2006. AYES: Goodweiler, Stoolman, Miller, Dean. NAYS: None. Absent: Sexton. Motion carried.

First Reading of Ordinance 781 – Amending Chapter 165; Entitled, “Zoning Regulations” to add section 51 “Annexed Territory”. / Motion to approve.

Jones said the current City Code was lacking a clear annexation policy and provided proposed ordinance language for Council consideration. Miller noted that the proposed language allows input by the Planning & Zoning Commission and asked if they had seen the proposed ordinance language. Jones said they had not yet reviewed the proposed language. Brick informed the Council that the Commission is scheduled to meet on May 25th and could add it to the agenda for their review and/or comments. Laughlin felt that additional language should be added and suggested the Council at least approve the first reading pending any changes by the Planning & Zoning Commission.

Motion by Miller second by Goodweiler to approve the first reading of Ordinance 781. AYES: Miller, Goodweiler, Stoolman, Dean. NAYS: None. Absent: Sexton. Motion carried.

Resolution 2007 – Updating Town Hall Rates for Non-Residents. / Move to action.

Russell said she revised the Town Hall non-resident rates based on prior Council comments at the May 3rd meeting. Laughlin and agreed with the changes with the exception the weekday additional hour fee and suggested it be changed from \$2.50 to \$5.00, the Council had no objection to the suggested change by Laughlin. All other rate changes were accepted as presented.

Motion by Goodweiler, second by Miller to approve Resolution 2005. AYES: Goodweiler, Miller, Dean, Stoolman. NAYS: None. Absent: Sexton. Motion carried.

Discussion: Former Casey's Parking Lot.

(Sexton arrived at 7:35 p.m.) This topic was discussed at earlier Council meetings but no official decision was made as what to do with the property. Goodale prepared three options for the Council to consider along with estimated costs for each with Public Works employees doing the labor on the project. The Council quickly eliminated the parking lot options as they felt parking was not necessary. Miller reminded the Council that this location was selected to have the West Branch mural located on it. Miller said the mural is intended to make West Branch a 'destination' and thought the mural should be located in a pocket-park where people could come to enjoy the mural. Miller went to say that maybe non-profit groups such as the Boy Scouts or others could use the space to make future improvements (benches, planters, tables, etc.) The others Council members agreed that green space would be preferred but wondered how the City would be able to prevent parking on the grass. The Council asked for clarification from Goodale if the third option included curbs at the sidewalk. Goodale said his quote did not include curbs. It was also mentioned that the City now owns a curb machine and asked Goodale what the additional cost would be to have curbs to prevent unwanted parking. Goodale suggested that bollards or some other barrier could be place along the perimeter of the site to prevent that from occurring. After further discussion, the Council eventually agreed on a pocket park and Miller directed staff to bring back a start date for the project adding that he would also like to see the mural in place by Hoover's Hometown Days.

Discussion: Lift and/or Limit Mask Requirements at city facilities.

Jones said that with the recent of the CDC announcement that masks will no longer be required for people who are fully vaccinated, he asked the Council for their feelings on lifting the mask requirement for the City Office. The council decided it was time to lift the mask order, but said residents and visitors could self-monitor as needed. The Council who are all now fully vaccinated also stated that they would go back to the regular seating assignment in the Chambers. Miller asked that Zoom continued to be offered so that residents could still attend virtually and staff who work out of town could participate without travel and time expense. The Council stated that the mask order would end immediately.

Discussion: Consider Closing the Main Street entrance /access to the alley between 4th and 5th Street.

This item was brought up my Councilperson Stoolman. Stoolman said that the south alley entrance poses a safety issue and suggested that the City permanently close the south entrance. Stoolman said that when exiting the alley to the south, stopping is difficult due to grade and the gravel and concrete surface. Miller said he drove down the alley and said "he wouldn't do it again". Stoolman said that Public Works spends a lot of time cleaning up East Main Street after rains due to gravel washing down the steep alley apron. Stoolman continued and said this alley has been a trouble spot for years and now is the time to do something about it. The Council all agreed that closing the alley (at the south entrance) was the best choice at the time. Miller asked what the process was for closing the alley and asked if the adjacent property owners had been notified. Jones said property owners had not been notified at this time. City Attorney Olson said he would investigate the process for closing the alley and recommended that the City not vacate it.

CITY ADMINISTRATOR REPORT

Jones reported that a CDBG Grant the City is considering seeking for the West Branch Village to connect to the city's wastewater treatment facility will cost approximately \$2000 and Jones will need confirmation that they will be willing to cover the expense. Jones said he was trying to reach out to the correct person who would be able to authorize the expense. Jones also said the Goodale was getting quotes for the cost of moving the emergency siren. Jones also said he had a meeting with the Parkside Hills developer on the status of the storm water issues as well as discussions regarding a possible TIF asking to help cover some of the expense to address the storm water issues.

CITY ATTORNEY REPORT

Olson reported that he had emailed the affected residents regarding construction easements needed for the Greenview Connection.

STAFF REPORTS

Brick informed the Council that the draft City Code had been received and was being reviewed by herself and other staff members. Brick said she hoped to the Code reviewed and changes sent back to Iowa Codification by June 1st.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Laughlin said he asked Public Works to spend some time trimming at the cemetery this week due a shortage of spring/summer mowers.

Sexton noted that Public Works is responsible for checking streets for pot holes and fixing them, but stated that Cedar- Johnson Road had been overlooked. Sexton said that the section from Serenity Circle (Greenview Drive) and points north was in terrible condition and said something needed to be done immediately.

Goodweiler asked if the police department would be issuing ice cream certificates for kids wearing helmets as they had started in 2019. Hanna said they had not done any in 2020 due the pandemic but could definitely start up again this year.

ADJOURNMENT

Motion to adjourn the regular meeting by Miller, second by Dean. Motion carried on a voice vote. City Council meeting adjourned at 8:22 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk

(The following is a synopsis of the minutes of the West Branch City Council meeting. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

**Special
City Council Meeting**

**May 20, 2020
6:30 p.m.**

Mayor Roger Laughlin called the Special West Branch City Council meeting to order at 6:30 p.m.
Roll call: Council members: Colton Miller, Jodee Stoolman, Nick Goodweiler, Tom Dean and Jerry Sexton were present. City Staff: Redmond Jones II was present.

Motion to adjourn to closed session to discuss City Administrator annual review per Section 21.5(i) of the Code of Iowa. / Move to action.

Motion by Miller, second by Dean to adjourn to closed session. Motion carried on a voice vote.

ADJOURNMENT

The Special City Council meeting adjourned at 8:00 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Motion to Approve Class C Beer (BC), Class B Native Wine, and Sunday Sales Privileges for Parkside Petroleum – Located at 401 Parkside Drive.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	May 26, 2021

BACKGROUND:

Request to approve a liquor license for Parkside Petroleum with the following privileges;

Class C Beer (BC)
Class B Native Wine
Sunday Sales

The renewal period is June 19, 2021 to June 18, 2022.

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

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Motion to Approve Class E (LE), Class B Wine, Class C Beer (Carryout) and Sunday Sales Privileges for Kum & Go #254 – Located at 620 S. Downey Street.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	May 26, 2021

BACKGROUND:

Request to approve a liquor license for Kum & Go LC dba Kum & Go with the following privileges;

Class E Liquor (LE)
 Class B Wine
 Class C Beer (Carryout)
 Sunday Sales

The renewal period is July 1, 2021 to June 30, 2022.

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

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Motion to Approve the Cigarette Permit Renewals for FY 2021-2022.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	May 26, 2021

BACKGROUND:

Approve FY22 Cigarette Permit renewals for:

- Kum & Go LC dba Kum & Go #254 – 620 S. Downey St., West Branch
- BPG LLC dba Dewey's Jack & Jill Store – 115 E. Main St., West Branch
- Casey's Marketing Company, dba Casey's #3463 – 615 S. Downey St., West Branch
- Parkside Petroleum, LLC dba Parkside BP – 401 Parkside Dr., West Branch

Renewals effective July 1, 2021 to June 30, 2022.

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

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Motion to Approve the Payment of Nuisance Abatement Invoices in the amount of \$1,593.25 for the properties of 332 N. Downey and 203 Green St.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	May 26, 2021

BACKGROUND:

These properties along with several others properties were cited with violation notice May 10th. The property owners of 332 N. Downey and 203 Green Street did not comply, ask for more time, or file for an appeal. Thus, an emergency abatement was declared on the May 18th. On May 19th it was determined that city staff were backed up and could not get to both properties. Additionally, since both properties have history of non-compliance it was determined a clear record of a contracted invoice would be better in case of an appeal to district court. The nuisance abatement contractor on file (by city resolution) was called May 20th to abate high grass at both properties. Despite weather related delays the contractor was instructed to move forward with abatement come rain or shine as soon as possible. Abatement started on Sunday May 23rd.

Invoices were received on May 26th, the Mayor had concerns regarding the labor hours billed, I visited with the contractor negotiated several credits related to load/dumping and mobilization reductions totaling \$1,095.75. I consulted with City Attorney, Olson and he believes these expenses are legally defensible should an appeal be filed with district court. He also recommended this item be placed on the consent agenda so these items can be paid to the contractor and then billed to the property owners as soon as possible.

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

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NOTICE OF VIOLATION

May 10, 2021

Property Violation

Dear [REDACTED]
332 N. Downey
West Branch, IA 52358

On May 10, 2021; the City of West Branch conducted an inspection of the above property and found it in violation of the West Branch Code of Ordinances. The results of the inspection are included in the violation section below. A re-inspection will be conducted on or May 17th. For the remainder of the 2020 grass growing season any time 323 N. Downey property is allowed to have grass to grow over 6 inches in height it will be considered an abatement in emergency. There it will be abated (grass cut) without further notice. You should also be aware that additional penalties could apply in addition to labor expenses (*please see penalties and fees section*).

Your rights to appeal and applicable penalties are identified at the end of this notice. If you have questions regarding this notice please contact city administration at (319) 643-5888.

**YOU ARE INFORMED THAT A CORRECTION IS NEEDED BEFORE FURTHER
CODE ENFORCEMENT ACTIONS ARE TAKEN; THE FOLLOWING VIOLATIONS
HAVE BEEN NOTED**

Location: 332 N. Downey
West Branch, IA 52358

Violation:

50.02 Definition of Nuisance. *A nuisance is defined by the City of West Branch Code of Ordinances as (A) Whatever is injurious to health, indecent, or unreasonable offensive to the senses (appearance / clutter), or an obstruction to the free use of property so as essentially to interfere unreasonable with the confrontable enjoyment of life or property is a nuisance. (B) The provisions of this chapter shall apply to all residential and non-residential property and structures located within the corporate limits of the city.*

50.02 Nuisance Enumerated (*section 10*). Weeds, brush. Grass over 6 inches in height and any and all obnoxious / unsightly weeds or dense growth of vines, brush or other vegetation in the City so as to constitute a health, safety, or fire hazard or render the streets or highways of the City unsafe for the public travel or interfere with the proper construction or repair of said street or highways.

50.11 ABATEMENT IN EMERGENCY. (A) If it is determined that an emergency exists by reason of the continuing maintenance of the nuisance or condition, the city may perform any action which may

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

Corrective Action Needed: Our municipal code prohibits grass, weeds, and brush over 6 inches. The high grass also hides litter, or items once discarded or items initially not manufactured as an indoor item, and/or items that may be considered garbage by a reasonable opinion. **Staff recommends** cutting your grass and clearing any items that can be considered garbage. **Staff also recommends** that you maintain proper grass maintenance for the remainder of this year to avoid fees and penalties.

Compliance / Abatement Deadline: May 17th is the deadline for compliance. But you are encouraged to correct the violation before the noted deadline. Please note: Your property has been noted has a habitual violator. *Should further enforcement actions occur for high grass for the remainder of this grass growing season (2020 spring, summer and fall) you will not be provided a curtesy or any other notice. As prescribed in 50.11 of municipal code, your property will fall under an Abatement Emergency and will be automatically abated at penalties and Fees to be billed and/or accessed against the violating property.*

Right to Appeal

You have the right to appeal the cited violation(s) herein described within the time / date ordered for abatement. Request for appeals will be accepted till 4:00 pm of that business day. Appeals must be submitted in writing. Note: at the conclusion of the hearing, the hearing committee shall render a written and/or recorded decision as to whether a nuisance exist, and have the ability to impose fines and fees; in addition to any imposed clean-up / abatement expense.

Penalties and Fees

Fines shall be impose from the date of this notice and can be assessed in the amount \$250 - \$750 for the first offense plus all appropriate court cost. A second offense will range \$625 - \$1,375. A third offense will result in the city taking the matter to court to address the code violation described in the notice / abatement order. This could result in the city taking the matter to court to address the code violation described in the notice / abatement order. This could result in either / both in criminal and / or civil penalty that could assess penalties starting at \$1,000 each day that violation occurs and/or was permitted to exist; plus any administrative penalties and all appropriate court cost. Additionally, your failure to correct any of the violations describe above

may result in abatement conducted by the city or its contractors with expenses, penalties, and fees to be leaned against the property in violation.

Thank you for your attention in this matter. Again, should you have any questions regarding this matter; please do not hesitate to call the city administrative office.







NOTICE OF VIOLATION

May 10, 2021

Property Violation

Dear [REDACTED]
203 E. Green Street
West Branch, IA 52358

On May 10, 2020; the City of West Branch conducted an inspection of the above property and found it in violation of the West Branch Code of Ordinances. The results of the inspection are included in the violation section below. A re-inspection will be conducted on or May 17th. For the remainder of the 2020 grass growing season any time 323 N. Downey property is allowed to have grass to grow over 6 inches in height it will be considered an abatement in emergency. There it will be abated (grass cut) without further notice. You should also be aware that additional penalties could apply in addition to labor expenses (*please see penalties and fees section*).

Your rights to appeal and applicable penalties are identified at the end of this notice. If you have questions regarding this notice please contact city administration at (319) 643-5888.

**YOU ARE INFORMED THAT A CORRECTION IS NEEDED BEFORE FURTHER
CODE ENFORCEMENT ACTIONS ARE TAKEN; THE FOLLOWING VIOLATIONS
HAVE BEEN NOTED**

Location: 203 E. Green Street
West Branch, IA 52358

Violation:

50.02 Definition of Nuisance. *A nuisance is defined by the City of West Branch Code of Ordinances as (A) Whatever is injurious to health, indecent, or unreasonable offensive to the senses (appearance / clutter), or an obstruction to the free use of property so as essentially to interfere unreasonable with the confrontable enjoyment of life or property is a nuisance. (B) The provisions of this chapter shall apply to all residential and non-residential property and structures located within the corporate limits of the city.*

50.02 Nuisance Enumerated (*section 10*). Weeds, brush, Grass over 6 inches in height and any and all obnoxious / unsightly weeds or dense growth of vines, brush or other vegetation in the City so as to constitute a health, safety, or fire hazard or render the streets or highways of the City unsafe for the public travel or interfere with the proper construction or repair of said street or highways.

50.11 ABATEMENT IN EMERGENCY. (A) If it is determined that an emergency exists by reason of the continuing maintenance of the nuisance or condition, the city may perform any action which may

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

Corrective Action Needed: Our municipal code prohibits grass, weeds, and brush over 6 inches. The high grass also hides litter, or items once discarded or items initially not manufactured as an indoor item, and/or items that may be considered garbage by a reasonable opinion. **Staff recommends cutting your grass and clearing any items that can be considered garbage. Staff also recommends that you maintain proper grass maintenance for the remainder of this year to avoid fees and penalties.**

Compliance / Abatement Deadline: May 17th is the deadline for compliance. But you are encouraged to correct the violation before the noted deadline. Please note: Your property has been noted has a habitual violator. *Should further enforcement actions occur for high grass for the remainder of this grass growing season (2021 spring, summer and fall) you will not be provided a curtesy or any other notice. As prescribed in 50.11 of municipal code, your property will fall under an Abatement Emergency and will be automatically abated at penalties and Fees to be billed and/or accessed against the violating property.*

Right to Appeal

You have the right to appeal the cited violation(s) herein described within the time / date ordered for abatement. Request for appeals will be accepted till 4:00 pm of that business day. Appeals must be submitted in writing. Note: at the conclusion of the hearing, the hearing committee shall render a written and/or recorded decision as to whether a nuisance exist, and have the ability to impose fines and fees; in addition to any imposed clean-up / abatement expense.

Penalties and Fees

Fines shall be impose from the date of this notice and can be assessed in the amount \$250 - \$750 for the first offense plus all appropriate court cost. A second offense will range \$625 - \$1,375. A third offense will result in the city taking the matter to court to address the code violation described in the notice / abatement order. This could result in the city taking the matter to court to address the code violation described in the notice / abatement order. This could result in either / both in criminal and / or civil penalty that could assess penalties starting at \$1,000 each day that violation occurs and/or was permitted to exist; plus any administrative penalties and all appropriate court cost. Additionally, your failure to correct any of the violations describe above

may result in abatement conducted by the city or its contractors with expenses, penalties, and fees to be leaned against the property in violation.

Thank you for your attention in this matter. Again, should you have any questions regarding this matter; please do not hesitate to call the city administrative office.



Swift & Swift LLC

1903 Walling Ct
Davenport, Iowa 52803

Invoice

Date	Invoice #
5/26/2021	3170

Bill To
City of West Branch 110 N Poplar St. West Branch, IA 52358

P.O. No.	Terms	Project
203 Green Street	Due on receipt	203 Green Street

Quantity	Description	Rate	Amount
1	Per Load: Limbs, Brush, Grass, Tree, or Other Removal	100.00	100.00
-1	Per Load: Limbs, Brush, Grass, Tree, or Other Removal (Delivered to City Dump)	100.00	-100.00
20	Per Man Hour (Labor)	29.00	580.00
-9.5	(-3) 5-23-21 Mobilization and (-6.5) scheduled visit 5-28-21	29.00	-275.50
2	Large Equipment (Hydraulic Brush Hog) QT(2)	100.14	200.28
1	Large Equipment (Hydraulic Brush Hog) QT(2) Credit for Use of two brush hogs on another property	-100.14	-100.14

Phone #	Fax #	E-mail	Total	\$404.64
563-505-0661	563-322-8739	andrayswift@yahoo.com		

Swift & Swift LLC

1903 Walling Ct
Davenport, Iowa 52803

Invoice

Date	Invoice #
5/26/2021	3171

Bill To
City of West Branch 110 N Poplar St. West Branch, IA 52358

P.O. No.	Terms	Project
332 N. Downey	Due on receipt	332 N. Downey

Quantity	Description	Rate	Amount
2	Per Load: Limbs, Brush, Grass, Tree, or Other Removal	100.00	200.00
2	Per Load: Limbs, Brush, Grass, Tree, or Other Removal (Delivered to City Dump)	-100.00	-200.00
48.5	Per Man Hour (Labor)	29.00	1,406.50
-11	5-23-21 (-) Mobilization (-3) Closing Down 5-25-21 (-2) Mobilization (-2) Closing Down 5-26-21 (-2) Mobilization (-2) Closing Down	29.00	-319.00
2	Large Equipment (Hydraulic Brush Hog) QT (2)	101.11	202.22
1	Large Equipment (Hydraulic Brush Hog) QT (2) Credit for Use of Brush hogs on another property	-101.11	-101.11
<p>Note: On 5-23-21 Grass was Knee high Approximately 20" tall. Our method of abatement consisted of initial cut with Brush hogs-then we cut grass with riding Lawn mower and no grass was deposited into the street or in the street water drain system. Heavy rain prevented us from removing grass clippings from the sidewalks. On 5-24-21 we allowed the wet dirt and grass to drain and to dry out. On 5-25-21 we resumed abatement of the high grass. On 5-26-21 we completed the abatement.</p>			

Phone #	Fax #	E-mail	Total	\$1,188.61
563-505-0661	563-322-8739	andrayswift@yahoo.com		



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Motion to Approve the Claims Report.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Gordon Edgar, Finance Director
DATE:	June 2, 2021

BACKGROUND:

These are routine expenditures that include such items as payroll, budget expenditures, and other financial items that relate to City Council approved items and/or other day to day operational disclosures.

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

EXPENDITURES

6/7/2021

ALL AMERICAN CONCRETE INC	STREET REPAIR	8,174.25
AMAZON.COM.CA.,INC.	KEYPAD ENTRY SYSTEME	94.42
AT & T MOBILITY	WIRELESS SERVICE	344.80
BOWERS CUSTOM SERVICES LLC	COLD PATCH	120.00
BROWN'S WEST BRANCH	VEHICLE REPAIR	1,211.77
CEDAR COUNTY TRANSFER STATION	TRASH DISPOSAL	30.00
CROELL, INC.	CUBBY PARK - CAP IMPROVEMENT	11,750.00
CULLIGAN WATER TECHNOLOGIES	WATER SOFTENER SERVICE	52.15
HAWKINS INC	CHEMICALS	650.60
HEMMEN CRAIG OR JEAN	BUILDING INCENTIVE PAYMENT	915.16
HI-LINE ELECTRIC COMPANY INC	HARDWARE SUPPLIES	220.20
IOWA DEPARTMENT OF NATURAL	OPERATOR CERTIFICATE RENEWAL	240.00
IOWA LAW ENFORCEMENT ACADEMY	TRAINING	50.00
IOWA ONE CALL	UNDERGROUND LOCATION SERVICE	59.40
JOHN DEERE FINANCIAL	SUPPLIES & EQUIPMENT	850.22
JOHNSON COUNTY REFUSE INC.	RECYCLING & TRASH - MAY 2021	17,001.25
LENOCH & CILEK	SUPPLIES	7.96
LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	1,528.80
LINN COUNTY R.E.C.	STREET LIGHTS	213.10
LOGAN CONTRACTOR'S SUPPLY	CUBBY PARK - CAP IMPROVEMENT	85.76
LORENZ, NANCY R ZMEK OR J	BUILDING INCENTIVE PAYMENT	1,739.85
LYNCH'S EXCAVATING INC	LOCATE CURB STOPS	780.00
LYNCH'S PLUMBING INC	REPAIR WATER LEAK - CEMETERY	1,393.90
MANATT'S INC	PREMIX - STREET REPAIR	591.10
MENARDS	SUPPLIES	442.55
MERCY IOWA CITY PHYSICIAN	PHYSICAL - VERLO	162.00
MILLER TRUCKING & EXCAVATING	STORM SEWER-REPAIR AT NAT PARK	2,670.40
MOORE'S WELDING INC	FORK EXTENSIONS	150.00
OFFICE OF AUDITOR OF STATE	AUDIT SERVICE	18,611.00
OLSON, KEVIN D	LEGAL SERVICES - JUNE 2021	1,500.00
PLAY IT AGAIN SPORTS	SUPPLIES	1,723.43
PLUNKETT'S PEST CONTROL IN	PEST CONTROL-POLICES/FIRE STAT	170.18
PORT 'O' JONNY INC.	SERVICE - CEMETERY	311.00
PROTECT YOUTH SPORTS	EMPLOYEE BACKGROUND SEARCH	36.00
QUILL CORP	OFFICE SUPPLIES	39.88
RIVER PRODUCTS COMPANY INC	CUBBY PARK - CAP IMPROVEMENTS	740.82
SCHIMBERG CO	MANHOLE - FRAME & GRATE	597.84
SHIELD TECHNOLOGY CORPORATION	SOFTWARE MAINTENANCE & SUPPORT	2,245.50
STATE HYGIENIC LAB	LAB ANALYSIS	47.00
STATE INDUSTRIAL PRODUCTS	CHEMICALS	244.00
THE HOME DEPOT PRO	SUPPLIES	177.78
TUTTLE, PETER	REPAIR ICE MACHINE	204.75
VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	181.00
VEENSTRA & KIMM INC.	COLLEGE ST WATER MAIN BEWEEN 4TH & 5TH	1,425.04
VEENSTRA & KIMM INC.	CHANNEL WIDENING FLOOD IMPROVEMENTS	911.00
VEENSTRA & KIMM INC.	LOETHEN RIDGE CONSTRUCTION REVIEW	236.42
VEENSTRA & KIMM INC.	GREENVIEW EXTENSION - PRELIMINARY DESIGN	2,674.08
VEENSTRA & KIMM INC.	WATER TREATMENT FACILITY IMPROVMENTS 2021	17,490.00
VEENSTRA & KIMM INC.	SPONSORED PROJECT APPLICATION	3,102.80
VERIZON WIRELESS	WIRELESS SERVICE	372.17

WEST BRANCH COMMUNITY DEVE	WEST BRANCH COMMUNITY DEVELOPM	1,500.00
TOTAL		106,071.33
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	6/7/2021	58,867.63
PAID BETWEEN MEETINGS		
EAGLE ENGRAVING INC.	UNIFORM ACCESSORIES	121.95
HOFFMAN, MEGAN	CLEANING SERVICES	954.00
HOTSY CLEANING SYSTEMS	EQUIPMENT REPAIR	397.84
SHIMMIN, NICK	HARWARE	10.36
CEDAR COUNTY COOP	FUEL	1,254.10
HI-LINE ELECTRIC COMPANY INC	SUPPLIES	196.13
JOHNSON COUNTY REFUSE INC	RECYCLING & TRASH PICKUP	15,802.50
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE METER	500.00
US BANK CORPORATE CARD	SOFTWARE, CONCESSION MDSE, SUPPLIES	3,122.33
VARIOUS VENDORS	RECREATION & VENDOR REFUNDS	270.00
MEDIACOM	CABLE SERVICE	41.90
ROB COPELANC	ESCROW REFUND	2,500.00
US BANK EQUIPMENT FINANCE	COPIER LEASE	106.25
UMB BANK N.A..	INTEREST & PRINCIPAL	819,585.00
CEDAR COUNTY COOP	FUEL	651.84
CEDAR COUNTY TREASURER	LIEN PAYMENT	622.86
GREEN STATE CREDIT UNION	PURCHASE OF CD	8,486.14
TOTAL		854,623.20
GRAND TOTAL EXPENDITURES		1,019,562.16
FUND TOTALS		
001 GENERAL FUND		95,364.97
022 CIVIC CENTER		680.91
031 LIBRARY		7,265.27
110 ROAD USE TAX		17,437.07
112 TRUST AND AGENCY		12,625.36
226 GO DEBT SERVICE		819,585.00
308 PARK IMP - PEDERSEN VALLEY		12,576.58
321 WIDENING WAPSI CREEK @ BERANEK PARK		911.00
324 WW TREATMT FAC IMPROVEMENT 2021		17,490.00
327 SPONS WATER QUALITY IMP 2021		3,102.80
501 KROUTH PRINCIPAL FUND		4,436.82
502 KROUTH INTEREST FUND		4,049.32
600 WATER FUND		13,333.61
610 SEWER FUND		8,033.05
740 STORM WATER UTILITY		2,670.40
GRAND TOTAL		1,019,562.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	QUILL CORP	OFFICE SUPPLIES	39.88
		PLUNKETT'S PEST CONTROL INC	PEST CONTROL-POLICES/FIRE	37.50
		VERIZON WIRELESS	WIRELESS SERVICE	40.01
		IOWA LAW ENFORCEMENT ACADEMY	TRAINING	50.00
		BROWN'S WEST BRANCH	VEHICLE REPAIR	272.95
			VEHICLE REPAIR	873.38
			VEHICLE REPAIR	65.44
		SHIELD TECHNOLOGY CORPORATION	SOFTWARE MAINTENANCE & SUP	2,245.50
		AT & T MOBILITY	WIRELESS SERVICE	344.80
		AMAZON.COM.CA.,INC.	KEYPAD ENTRY SYSTEME	94.42
			TOTAL:	4,063.88
FIRE OPERATION	GENERAL FUND	TUTTLE, PETER	REPAIR ICE MACHINE	204.75
		PLUNKETT'S PEST CONTROL INC	PEST CONTROL-POLICES/FIRE	37.50
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	89.92
			TELEPHONE SERVICE	302.85
		CULLIGAN WATER TECHNOLOGIES	WATER SOFTENER SERVICE	52.15
			TOTAL:	687.17
STREET LIGHTING	GENERAL FUND	LINN COUNTY R.E.C.	STREET LIGHTS	213.10
			TOTAL:	213.10
PARK & RECREATION	GENERAL FUND	LYNCH'S PLUMBING INC	REPAIR PARTS	53.90
		PORT 'O' JONNY INC.	SERVICE - WAPSI PARK	108.00
			SERVICE - CUBBY PARK	108.00
		MENARDS	BUILDING & GROUNDS SUPPLIE	240.73
		VERIZON WIRELESS	WIRELESS SERVICE	41.52
		JOHN DEERE FINANCIAL	SUPPLIES & EQUIPMENT	174.85
		PLAY IT AGAIN SPORTS	SUPPLIES	828.11
			SPORTS SUPPLIES	895.32
			TELEPHONE SERVICE	194.46
			TELEPHONE SERVICE	91.90
		THE HOME DEPOT PRO	RESTROOM SUPPLIES	150.60
		PROTECT YOUTH SPORTS	EMPLOYEE BACKGROUND SEARCH	24.00
			TOTAL:	2,911.39
CEMETERY	GENERAL FUND	PORT 'O' JONNY INC.	SERVICE - CEMETERY	95.00
		JOHN DEERE FINANCIAL	SUPPLIES & EQUIPMENT	219.99
		MERCY IOWA CITY PHYSICIAN & CLINIC SER	PHYSICAL - VERLO	162.00
			TOTAL:	476.99
COMM & CULTURAL DEVEL	GENERAL FUND	WEST BRANCH COMMUNITY DEVELOPMENT GROU	WEST BRANCH COMMUNITY DEVE	1,500.00
			TOTAL:	1,500.00
ECONOMIC DEVELOPMENT	GENERAL FUND	HEMMEN CRAIG OR JEAN	BUILDING INCENTIVE PAYMENT	915.16
		LORENZ, NANCY R ZMEK OR JON S	BUILDING INCENTIVE PAYMENT	1,739.85
			TOTAL:	2,655.01
CLERK & TREASURER	GENERAL FUND	PLUNKETT'S PEST CONTROL INC	PEST CONTROL - CITY OFFICE	47.59
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	422.97
		OFFICE OF AUDITOR OF STATE-STATE OF IO	AUDIT SERVICE	18,611.00
		PROTECT YOUTH SPORTS	EMPLOYEE BACKGROUND SEARCH	12.00
			TOTAL:	19,093.56
LEGAL SERVICES	GENERAL FUND	OLSON, KEVIN D	LEGAL SERVICES - JUNE 2021	1,500.00
			TOTAL:	1,500.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SOLID WASTE	GENERAL FUND	CEDAR COUNTY TRANSFER STATION JOHNSON COUNTY REFUSE INC.	TRASH DISPOSAL	30.00
			RECYCLING & TRASH - MAY 20	15,821.25
			LANDFILL-SPRING CLEANUP	1,150.00
			TRASH CART SWAP OUT	30.00
			TOTAL:	17,031.25
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	64.95
			TOTAL:	64.95
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	181.00
			LOETHEN RIDGE CONST REVIEW	236.42
			TOTAL:	417.42
TOWN HALL	CIVIC CENTER	PLUNKETT'S PEST CONTROL INC LIBERTY COMMUNICATIONS	PEST CONTROL - TOWN HALL	47.59
			TELEPHONE SERVICE	45.07
			TOTAL:	92.66
LIBRARY	LIBRARY	JOHN DEERE FINANCIAL LIBERTY COMMUNICATIONS THE HOME DEPOT PRO	SUPPLIES & EQUIPMENT	174.85
			TELEPHONE SERVICE	212.51
			SUPPLIES	27.18
			TOTAL:	414.54
ROADS & STREETS	ROAD USE TAX	ALL AMERICAN CONCRETE INC VERIZON WIRELESS JOHN DEERE FINANCIAL VEENSTRA & KIMM INC. LIBERTY COMMUNICATIONS HI-LINE ELECTRIC COMPANY INC BOWERS CUSTOM SERVICES LLC MOORE'S WELDING INC SCHIMBERG CO MANATT'S INC	ALL AMERICAN CONCRETE INC	8,174.25
			WIRELESS SERVICE	96.88
			SUPPLIES & EQUIPMENT	155.54
			GREENVIEW EXT PRELIM DESIG	2,674.08
			TELEPHONE SERVICE	34.72
			SUPPLIES	73.40
			COLD PATCH	120.00
			EQUIPMENT	150.00
			MANHOLE - FRAME & GRATE	597.84
			PREMIX - STREET REPAIR	591.10
			TOTAL:	12,667.81
INVALID DEPARTMENT	PARK IMP - PEDERSE	RIVER PRODUCTS COMPANY INC CROELL, INC. LOGAN CONTRACTOR'S SUPPLY INC	CUBBY PARK - CAP IMPROVEME	740.82
			CUBBY PARK - CAP IMPROVEME	2,610.00
			CUBBY PARK-CAPITAL IMPROVE	2,850.00
			CUBBY PARK - CAP IMPROVEME	6,290.00
			CUBBY PARK - CAP IMPROVEME	85.76
			TOTAL:	12,576.58
INVALID DEPARTMENT	WIDENING WAPSI CRE	VEENSTRA & KIMM INC.	321 CHANNEL WIDENING FLOOD	911.00
			TOTAL:	911.00
INVALID DEPARTMENT	WW TREATMT FAC IMP	VEENSTRA & KIMM INC.	WW TREATMENT FAC IMP 2021	17,490.00
			TOTAL:	17,490.00
INVALID DEPARTMENT	SPONS WATER QUAL I	VEENSTRA & KIMM INC.	SPONS WATER QUAL IMP 2021	3,102.80
			TOTAL:	3,102.80
WATER OPERATING	WATER FUND	IOWA ONE CALL IOWA DEPARTMENT OF NATURAL RESOURCES LENOCH & CILEK LYNCH'S EXCAVATING INC STATE HYGIENIC LAB	UNDERGROUND LOCATION SERVI	29.70
			OPERATOR CERTIFICATE RENEW	60.00
			OPERATOR CERTIFICATE RENEW	60.00
			SUPPLIES	7.96
			LOCATE CURB STOPS	780.00
			LAB ANALYSIS	47.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LYNCH'S PLUMBING INC	REPAIR WATER LEAK - CEMETE	1,340.00
		HAWKINS INC	CHEMICALS	650.60
		MENARDS	SUPPLIES	201.82
		VERIZON WIRELESS	WIRELESS SERVICE	96.88
		JOHN DEERE FINANCIAL	SUPPLIES & EQUIPMENT	124.99
		VEENSTRA & KIMM INC.	COLL ST WATER MAIN 4TH-5TH	1,425.04
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	34.72
		HI-LINE ELECTRIC COMPANY INC	SUPPLIES	73.40
			TOTAL:	4,932.11
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	UNDERGROUND LOCATION SERVI	29.70
		IOWA DEPARTMENT OF NATURAL RESOURCES	OPERATOR CERTIFICATE RENEW	60.00
			OPERATOR CERTIFICATE RENEW	60.00
		VERIZON WIRELESS	WIRELESS SERVICE	96.88
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	34.73
		STATE INDUSTRIAL PRODUCTS	CHEMICALS	244.00
		HI-LINE ELECTRIC COMPANY INC	SUPPLIES	73.40
			TOTAL:	598.71
STORM WATER UTILITY	STORM WATER UTILIT	MILLER TRUCKING & EXCAVATING	STORM SEWER-REPAIR AT NAT	2,670.40
			TOTAL:	2,670.40

===== FUND TOTALS =====		
001	GENERAL FUND	50,614.72
022	CIVIC CENTER	92.66
031	LIBRARY	414.54
110	ROAD USE TAX	12,667.81
308	PARK IMP - PEDERSEN VALLE	12,576.58
321	WIDENING WAPSI CREEK @ BE	911.00
324	WW TREATMT FAC IMP 2021	17,490.00
327	SPONS WATER QUAL IMP 2021	3,102.80
600	WATER FUND	4,932.11
610	SEWER FUND	598.71
740	STORM WATER UTILITY	2,670.40
GRAND TOTAL:		106,071.33

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of West Branch
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 6/07/2021 THRU 6/07/2021
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Second Reading of Ordinance 781 – An Ordinance Amending Chapter 165; Entitled, “Zoning Regulations” to Add Section 51, “Annexed Territory”.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	June 3, 2021

BACKGROUND:

This item was a moderate goal with 3 votes at our FY2020-2021 goal setting. City Council wanted to provide framework for continued growth. In earlier public discussion items city council expressed interest in supporting municipal process that handle voluntary and 80/20 annexations as outlined in state code (Iowa Code 2021, Chapter 368). These measures are spelled in the State Code. For this reason, this item only aims to provide context of how development interest will interact with local zoning requirements and the state city development board review of proposed “Annexed Territory” applications.

This item was reviewed and approved by the Planning and Zoning Commission.

STAFF RECOMMENDATION:	Approve Second Reading of Ordinance 781 / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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ORDINANCE 781

AN ORDINANCE AMENDING CHAPTER 165; ENTITLED, “ZONING REGULATIONS” TO ADD SECTION 51, “ANNEXED TERRITORY”.

WHEREAS, the City of West Branch, Iowa, believes that the clarification of certain sections in the Zoning Code will lead to a clearer understanding of the process of Annexation; and

WHEREAS, the City of West Branch, Iowa, believes that a more uniform and consistent wording in the language contained within certain sections in the Zoning Code will aide interested parties better navigable the state and local process of annexation; thus, lead to more consistent interpretation of the requirements; and

WHEREAS, it is the goal to make development in the City of West Branch user friendly; thus, it is recommended that the City Council of the City of West Branch, adopt these amendment recommendations in the Zoning code; and

WHEREAS, the City Council of the City of West Branch, Iowa has reviewed these recommendations and concurs with the intention of providing a framework for proposals for annexed territory.

NOW, THEREFORE, BE IT ORDAINED:

BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 165 “ZONING REGULATIONS” of the Code of West Branch, Iowa is hereby amended by revising the following subsections to Chapter 165.

165.51 – Amend Chapter 165 by adding section 51: ANNEXED TERRITORY

165.51 ANNEXED TERRITORY

- 1. Annexation is defined as the addition or incorporation of a land / territory (private and/or commercial) into the City of West Branch.**
- 2. Any area of proposed annexation to the City of West Branch shall be zoned by the City after a recommendation by the Planning and Zoning Commission prior to annexation. Any applicant for annexation must include a requested zoning classification along with the application for annexation. The Notice of Annexation must include the applicant’s requested zoning classification. If the Planning and Zoning Commission makes a recommendation for acceptance of the annexation to the Council, it must include a recommendation of zoning also. If the Council accepts the annexation, it must designate the zoning classification of the territory and it will become effective upon the recording of the resolution. The resolution will not be recorded sooner than three days after its passage, nor will the resolution be sent to the State of Iowa City Development Board until three days after passage. The applicant for annexation may withdraw the**

application if desired due to the zoning classification within the three day period before the annexation is recorded or forwarded.

3. The ability to annex and approval of an annexation proposal are subject to section 368 (25, 0) of the Iowa Code.

Passed and approved this ____ day of _____, 2021.

First Reading: May 17, 2021

Second Reading: June 7, 2021

Third Reading: June 15, 2021

Roger Laughlin, Mayor

Attest:

Redmond Jones, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Resolution 2008 – A Resolution Approving a 2% Cost of Living Adjustment and Setting Salaries for Appointed Officials and Employees of the City of West Branch, Iowa for FY 2021-2022.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Redmond Jones II, City Administrator / Leslie Brick, Deputy City Clerk
DATE:	May 13, 2021

BACKGROUND:

Employee salaries were discussed and approved for a 2% Cost of Living Adjustment (COLA) and were approved in the FY2021-2022 budget.

STAFF RECOMMENDATION:	Approve Resolution 2008 / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 2008

A Resolution Approving a 2% Cost of Living Adjustment and Setting Salaries for Appointed Officials and Employees of the City of West Branch, Iowa for FY 2021-2022.

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

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

Salaried Employees:

<u>Position</u>	<u>Name</u>	<u>Annual Wage</u>	<u>Basic Hours</u>
City Administrator/Clerk	Redmond Jones II	\$97,797.96	Salaried
Police Chief	John Hanna	\$71,400.00	Salaried
Public Works Director	Matt Goodale	\$71,644.51	Salaried
Finance Officer	Gordon Edgar	\$63,757.17	Salaried
Park & Recreation Director	Melissa Russell	\$51,729.93	Salaried

Regular Full-Time:

<u>Position</u>	<u>Name</u>	<u>Hourly/Annual Wage</u>	<u>Basic Hours</u>
Deputy City Clerk	Leslie Brick	\$23.46 / \$48,796.80	40
Police Officer	Cathy Steen	\$26.20 / \$54,496.00	40
Police Officer	Derek Holmes	\$26.19 / \$54,475.20	40
Police Officer	Zachary Murdock	\$23.73 / \$49,358.40	40
Lead Water /Sewer Operator	Tim Moss	\$27.07 / \$56,305.60	40
Streets Maintenance	Nevin Tucker	\$20.79 / \$43,243.20	40
Streets Maintenance	Henry (Max) Kober	\$19.89 / \$41,371.20	40
Streets Maintenance	Logan Cilek	\$19.89 / \$41,371.20	40

CONTINUED

RESOLUTION 2008 (cont.)

Regular Part-Time:

PT Building Inspector	Terry Goerd	\$38.35	20
PT Park & Rec Employee	Jamie Tucker	\$13.59	20

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

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

SECTION 4. The hourly wages and salaries established in this resolution shall be effective July 1, 2021.

Passed and approved this 7th day of June, 2021.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Resolution 2009 – A Resolution Approving Adding “J&D Lawn Care”, “Rocha Lawn Care”, and “Casper Lawn Care”, and Renewing “Swift and Swift” as the List of Contractors to be deployed for Nuisance Abatement Services as Deemed Appropriate.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	June 3, 2021

BACKGROUND:

In 2018 when the city developed its new nuisance abatement program. It was determined that an important step in establishing a Nuisance Abatement Program with strong legal standing was having a clear line showing abatement expenses. Although it is true that the city always retain the right to provide abatement services in-house, research and training provided by the Iowa League of Cities recommended using contractor(s) when possible to show district courts (should a case be appealed) abatement expense to the city. This leaves little room for debate as to the explanation of the cost to the city. Having a contractor who can provide clean up services cost takes out debate of the expense of city workers and hours split with other duties. Research, showed that in some cases it places these determinations on the courts and at times municipalities have been unhappy with some outcomes. Therefore it was recommended to show a list of contractor(s) that have preapproved agreements to provide such services before the event of abatement is ordered.

STAFF RECOMMENDATION:	Approve Resolution 2009 / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 2009

APPROVING ADDING “J&D LAWN CARE”, “ROCHA LAWN CARE”, AND “CASPER LAWN CARE”, AND RENEWING “SWIFT AND SWIFT” AS THE LIST OF CONTRACTORS TO BE DEPLOYED FOR NUISANCE ABATEMENT SERVICES AS DEEMED APPROPRIATE

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable to have a clean city, and therefore should have a Nuisance Abatement Program that addresses the cleanliness of the city; and

WHEREAS, the City Council identified high grass as a nuisance noted in Chapter 50.02 subsection 10 of the City of West Branch, Iowa, Code of Ordinances; and

WHEREAS, having contractors (on a preference list) who can provide clean-up services will give a clear line for clean-up cost / nuisance expenses which will billed to the land owner or potentially lien against the property; and

WHEREAS, the contractors “J&D Lawn Care”, “Rocha Lawn Care”, “Casper Lawn Care”, and “Swift and Swift” will work at the rate of \$29.00 per labor hour, a cost that is also legally defensible should court proceeding be necessary; and

WHEREAS, in the most egregious cases, a cap of 100 (\$2,900) labor hours exist and the City always reserve the right to use in-house services when it deems appropriate.

NOW, THEREFORE, BE IT RESOLVED, be it resolved by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement be accepted and approved.

* * * * *

Passed and approved this 7th day of June, 2018.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Resolution 2010 – A Resolution Approving Contracts totaling \$10,155.39 for the Hoover Hometown Days Event.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Melissa Russell, Parks and Recreation Director
DATE:	May 26, 2021

BACKGROUND:

\$775.39 Big 10 Rental- 9 umbrella tables and chairs

- ❖ The umbrella tables and chairs will be located throughout downtown on Saturday.

\$1250.00 Yottys golf cars-10 golf cart on August 6 and August 7

- ❖ There will be a shuttle for attendees during Hoover's Hometown Days. Yottys will deliver the carts on Friday morning and pick them up on Sunday. The carts are also used heavily for the parade organization.

\$1000.00 Port-O-Jonny, Inc- 4 regular units, 4 handicap units, and 4 handwashing stations.

- ❖ The Port-o-potties will be in the Hoover Park for the band and fireworks, near village Green during the children's activities, and downtown on Downey Street.

\$3680.00 JP Party Rentals-10 staffed activities for Village Green area for Saturday August 7.

- ❖ This is taking the place of inflatables on Village Green and on Main Street between Parkside and 2nd Street. Prizes will be awarded for the activities.

\$250.00 Lojo Russo-Live music performance for at least 110 minutes on Saturday.

- ❖ She will perform outside of Brick Arch Winery on Saturday August 7, 2021, in the afternoon.

\$1700.00 Tyler Richton and the High Bank Boys-Fire station on Friday August 6, 2021.

- ❖ The band will perform a minimum of 240 minutes starting at 8pm. Donations are being solicited by the City of West Branch to cover the cost of the bands. The Fire Department will not charge admission for the band.

\$1500.00 Boot Jack Band-Fire station Saturday August 7, 2021

- ❖ The band will perform from 8pm-midnight. Donations are being solicited by the City of West Branch to cover the cost of the bands. The Fire Department will not charge admission for the band.

STAFF RECOMMENDATION:	Approve Resolution 2010 / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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1820 BOYRUM STREET
IOWA CITY, IA 52240
www.bigtenrentals.com
319-337-7368 Phone

Status: Reservation

Contract #: 26165

Event Beg: Fri 8/ 6/2021 9:00AM

Event End: Sat 8/ 7/2021 5:00PM

Operator: Kirk Dzurisin

Customer #: 16675

City of West Branch

Phone 319-643-7100

Main Street

Job Descr: Hoover Days - 2021

PO Box 218

WEST BRANCH, IA 52358

****DELIVERY/PU DATES ARE NOT CONFIRMED. ****

Ordered By: Melissa Russell 319-930-0393

Salesman: Kirk Dzurisin sales@bigtenrentals.com

Delivery Thu 8/ 5/2021

Melissa Russell 319-930-0393

Downtown West Branch

WEST BRANCH, IA 52358

Pickup Sun 8/ 8/2021

Melissa Russell 319-930-0393

Downtown West Branch

WEST BRANCH, IA 52358

Drop trailer with items

Qty	Items Rented	Retail Each	Price
9	Umbrella 48" Table Package 1day \$23.45 For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$46.90	\$211.05
9	Umbrella Color For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$0.00	\$0.00
9	Umbrella Wood Extension 4ft	\$0.00	\$0.00
3	Umbrella for 48" Round -BLUE For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$29.90	\$0.00
54	Chair - Black Plastic Folding 1day \$1.25 1week \$2.50 NOTE: Please re-stack chairs as delivered. Rental price does not include set-up or take-down.	\$2.20	\$59.40
2	Umbrella for 48" Round -GREEN For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$29.90	\$0.00
2	Umbrella for 48" Round -NATURAL For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$29.90	\$0.00
2	Umbrella for 48" Round -YELLOW For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$29.90	\$0.00

Qty	Items Rented	Retail Each	Price
1	Trailer End 6x12SA Single Axle 1day \$39.00 1week \$249.00 4weeks \$996.00 TRAILER AGREEMENT TERMS Rental is authorized for a 100-mile radius. In the event of noncompliance or violation of any of the conditions of this agreement, this agreement ends immediately and You shall be liable for all damages or repairs including, but not restricted to, mechanical, body damage, etc. from the time of violation until safe return of said trailer to the location where the trailer was originally rented. TOWING VEHICLE REQUIRES 4 WAY FLAT HOOKUP FOR TRAILER BRAKES. A portion of The TERMS and CONDITIONS is reprinted here for your convenience: * The Damage Waiver is not insurance, nor is it a warranty. You will be responsible for all repair/replacement costs exceeding \$500 with respect to rented trailers. Your insurance will continue to apply for our benefit and will remain primary (we will be subrogated to your rights under such policy). You agree to assign to BTR all of your rights there under and to take all actions necessary to assist us in recovering from your insurer for all damages not covered by the Damage Waiver. * Customer shall remain fully liable for loss or damages resulting from overloading or exceeding the rated capacity of trailers and damage to tires and tubes resulting from blowout, cuts, bruises, road hazards or other similar causes. REPLACEMENT REQUIREMENTS FOR ST TIRES Customer is responsible for replacing tires (remaining life) due to any damage while in your possession. The replacement tire MUST be of the Correct type, "ST - Special Trailer", and size. We will refund prorated (tire only) for the accumulated wear previous to your rental. Bring us the receipt for the new tire, and the damaged tire for tread measurement. Replacement Tire must be ST205/75D15 TRAILER INSPECTION FORM Customer needs to sign the Trailer Inspection Form acknowledging the condition the trailer is in when they take it. YOUR INSURANCE CARD AND A VALID DRIVER'S LICENSE ARE REQUIRED. Please provide us with a copy of your current insurance card which covers the vehicle you will be towing the trailer with. The driver of said vehicle must provide a valid driver's license. Replacement Tire must be ST205/75R15	\$39.00	\$39.00
1	Labor	\$0.00	\$300.00
1	Delivery W Branch, Cedar Cty	\$135.00	\$135.00

Rental Contract

Big Ten requires at minimum 72 hour window for Deliveries and Pickups. The delivery and pickup times on the contract are just a reference and not actual time of services. We will call you to confirm your actual delivery and pickup times. Additional labor fees might be added if we don't have direct access to the delivery and pickup site and/or no one is there when we deliver/pickup the items and need to return to the site at a later time ...

Customer must call "Iowa One Call" (811) if any items are to be staked into the ground,

A 35% Non-Refundable deposit is due at the time of reservation. Balances must be paid in full 8 days before delivery will be scheduled. A finance charge of 1.5% monthly will be charged on all unpaid balances. An open credit card will be kept on file for any and all additional charges resulting from: damage, items kept longer than the agreed upon rental period, delinquent payments, cleaning fees, other fees and/or for the purchase of nonreturned items. Cancellations can be made anytime 1 week prior to the reservation with only the loss of the 35% deposit. Cancellations made after will be subject to full contract payment.

Prompt return of your rentals saves you money. All time is charged including Saturday, Sunday and holidays.

I have read and understand the terms and conditions of both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I

Signature: _____

City of West Branch

Rental:	\$309.45
Damage Waiver:	\$30.94
Sales:	\$300.00
Delivery Charge:	\$135.00
Subtotal:	\$775.39
Total:	\$775.39
Paid:	\$0.00
Amount Due:	\$775.39

TERMS AND CONDITIONS OF RENTAL CONTRACT

- (1) For good and valuable consideration, you and Big Ten Rentals, Inc. agree as follows: As used in this Contract, "Page 1" refers to the first page or "face" of this Contract; "Contract" means Page 1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the items rented or sold to you, as identified on Page 1 (including any "Instructions" provided per the terms of Section 5 below); "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "BTR," "Lessor," "we," "us" and "our" mean Big Ten Rentals Incorporated, an Iowa corporation d/b/a "Big Ten Rentals, Inc." "Contract" means Page 1 together with these Terms and Conditions of Rental Contract;
- (2) You agree to rent the Rented Item(s) from BTR for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by BTR. Except only as otherwise specifically agreed in writing by BTR, all rental rates are for normal use of the Rented Item(s) on: (a) a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and/or 160 hours per 4-week period with respect to equipment and tools, and (b) a single-day/single-event basis with respect to party and special events-related items (e.g., tents, inflatables, tables, chairs, and other special events items). The Rent will be increased for overtime, overuse and late returns, as well as misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay BTR: (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 35% of the Estimated Rent) at least 8 days prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) BTR may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by BTR in writing. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned, and will become the property of BTR.
- (3) You will ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); (d) by properly qualified, certified, and if required, licensed, operators; and (e) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent, granted, conditioned or withheld in our sole discretion.
- (4) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by BTR; and (b) you: (i) have received, read and understood all training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, ASSE, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply with the same (including EPA Tier 4 regulations); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals; (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (call 811 or 800-292-8989, or go to <www.iowaonecall.org>, at least 48 hours in advance); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will create and post in a conspicuous place an OSHA-compliant EVACUATION PLAN for all rented tents; and (x) will ensure that all others comply with this Section.
- (5) You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to BTR on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay BTR: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, BTR may incur in connection with your failure to do so.
- (6) If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) for such service(s), and for time spent awaiting access to the Site; (b) be present for delivery and retrieval; and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless BTR. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).
- (7) Certain (typically special events) items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are properly Packed. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.
- (8) In the event of a Malfunction, you will immediately notify BTR, and provided the Malfunction did not result from your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. BTR will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.
- (9) BTR owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item.
- (10) You may not transfer, sublease or assign any Rented Item(s) or this Contract without BTR's prior written consent. BTR may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, and such assignee shall not be responsible for, any pre-existing obligations or liabilities of BTR.
- (11) You will maintain all insurance BTR deems necessary, including (unless we waive it), at least: (a) commercial general liability insurance with minimum limits of \$1,000,000 USD per occurrence; and (b) "all-risk" or inland marine insurance (or the equivalent), covering all loss of, and damage to, the Rented Item(s) (including while in transit) for the full (new) replacement value thereof; (c) Hired Auto liability insurance with limits of not less than \$1,000,000 USD per occurrence; and (d) host liquor liability insurance. All such policies shall be primary; shall name BTR as an additional insured and loss payee; shall be primary and non-contributory, and shall waive subrogation against BTR.
- (12) If and only if, you have elected to purchase the Optional Damage Waiver (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to BTR for physical damage to covered Rented Item(s), except that you will remain liable in all events for: (a) loss or damage caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) misuse and/or abuse; (iv) vandalism and malicious mischief, (v) use of alcohol or drugs; and (b) all repair/replacement costs exceeding \$500 with respect to rented trailers. **DAMAGE WAIVER IS NOT INSURANCE. NOR IS IT A WARRANTY.** Your insurance will continue to apply for our benefit and will remain primary (we will be subrogated to your rights under such policy). You agree to assign to BTR all of your rights thereunder and to take all actions necessary to assist us in recovering from your insurer for all damages covered by Damage Waiver.
- (13) **WARNINGS:** (A) TENTS, INFLATABLES, LAWN & GARDEN EQUIPMENT, LIFTS, SAWS, PRESSURE WASHERS, SEWER SNAKES, AND EQUIPMENT USED FOR LIFTING, LOADING, HAMMERING, STAPLING, CUTTING, BORING, CHIPPING, EDGING, SANDING, GRINDING, COMPACTING, DIGGING, NAILING, WELDING, SPRAYING, HEATING, COOKING, TOWING, AND/OR HAULING IS/ARE **INHERENTLY DANGEROUS** AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (B) TENTS, INFLATABLES, AND OTHER TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens, you will: (a) cause all persons to discontinue using and EVACUATE the Rented Item(s); (b) protect such Item(s); and (c) permit BTR to delay delivery, installation AND/OR USE of, or dismantle and/or retrieve ANY of SUCH item(s) (without obligating us to do so). TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ASSUME ALL RISKS ASSOCIATED WITH THE RENTED ITEM(S).
- (14) BTR IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S). ALL SUCH ITEMS ARE PROVIDED **"AS-IS"**. ACCORDINGLY, EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, BTR MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF BTR, NOR DOES BTR MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY BTR CONSTITUTE REPRESENTATIONS OR WARRANTIES BY BTR, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE PROVISION, SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT; AND (B) YOU HEREBY RELEASE AND DISCHARGE BTR FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BTR AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. You waive all rights, remedies, claims, damages and setoffs conferred upon you under applicable law (including the Uniform Commercial Code), as well as all incidental, consequential, special, and punitive damages, against BTR. Your duties hereunder are UNCONDITIONAL.
- (15) This Contract, and any Addenda BTR provides, represent the entire agreement between you and BTR, superseding all other agreements and representations (including BTR's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. BTR may, without notice or liability to you, inspect any Rented Item(s) at any time. If any performance required of BTR is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any fact or circumstance beyond BTR's reasonable control), BTR will be excused from such performance. You waive all statutes of limitations regarding BTR's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You grant to BTR a perpetual, paid-up, royalty-free license to create, edit, display, and distribute photos and videos of the Rented Item(s) at your event, publicly or privately, as we deem appropriate. You authorize BTR to submit all amounts coming due hereunder for payment on your debit or credit card and hereby waive all claims to the contrary. You agree to pay BTR the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and BTR. BTR's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder. You will pay: (a) BTR's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales and use taxes), fines, fees, assessments and other charges related to each Item. Neither BTR's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy BTR may have.
- (16) Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided **"AS-IS"** and **"WITH ALL FAULTS,"** and are subject to the terms of this Contract (modified as necessary to apply to sales). All item(s) not specifically identified as Sale Items on Page 1 will be deemed to be "Rented Item(s)."
- (17) If you or any guarantor: (a) fail to fully and timely comply with this Contract; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed during the Term (subject, however, to Section 12 hereof), you will be in default, whereupon, to the maximum extent permitted under applicable law, BTR may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass or other transgression (for which you hereby indemnify and hold harmless BTR); (iv) perform your obligations on your behalf, without being obligated to do so; (v) purchase replacement Item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.
- (18) This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent (or purchase price, as applicable). This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from BTR at any time in the future (except only as otherwise agreed by BTR). This Contract (a) has been carefully and thoroughly reviewed, and specifically negotiated by each the parties hereto (each waiving any and all claims regarding its enforcement or authorship, including without limitation, any preference in its interpretation or enforcement, as well as any right to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Iowa. Proper venue for any and all legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Johnson County, Iowa, and you hereby consent and submit to such jurisdiction and venue. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.
- (19) WARNING: FAILURE TO RETURN RENTED ITEM(S) CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED THEFT, RESULTING CIVIL PENALTY(IES) AND/OR CRIMINAL PROSECUTION. See Iowa**



Yottys golf cars

Authorized e-z-go dealer

Contact us for all your golf car needs

p.o. box 1201 kalona, iowa 52247

Tel 319-656-2512 Fax 319-656-3117

Email yottysgolfcars@yottys.com

YOTTYS GOLF CARS

CONTRACT FOR SPECIAL EVENT RENTALS

This agreement, made and entered into and executed by and between, Yottys Golf Cars, hereinafter called the "Lessor", and West Branch Hooverfest hereinafter called the "Lessee".

I West Branch Hooverfest hereby agree to the terms of this contract with Lessor of Kalona, Iowa.

RENTALS- The term of this contract is for the lease of said number of car(s) 10. For the length of time from pick-up date of Aug. 6 and returned date of Aug 7. Total number of days 2.

PAYMENT- The Lessee agrees to pay set amount for rental in amount of \$125.00 per car upon return of car(s) to the Lessor. A deposit or a credit card authorization is required.

CONDITIONS- The Lessee is responsible for all public liability and property damage. Lessee is to return the car in the same condition as which it was picked up. If the car is damaged or stolen and not returned as said above, the Lessee will pay for the car(s) at this set amount \$7000.00 per each car.

The Lessor is not liable or responsible for any actions, accidents or damage done while the car(s) is in the Lessee's possession.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON:

Date 6/1/2021

Lessor Yotty's Golf Cars Sales & Service

Name & Title Jerry Zahradnek VP

Witness _____

Date 6/1/2021

Lessee City of West Branch

Name & Title Melissa Russell - Park & Rec Director

Witness _____

10 cars total- 2-utility boxes, 4- 6-passenger as many as possible, rest 4-passenger.

Due to the shortage of golf cars I will get you all of the the 6 pass I can and fill out with 4 passengers, sorry for the unknown but we are bad situation not be able to get new cars.

Jerry



Port O Jonny, Inc
2740 Stonegate Ct
Hiawatha, Ia 52233

Estimate/Contract

Date Estimate #

5/26/2021 2070

Name / Address

City of West Branch
304 E Main Street
PO Box 218
West Branch, Iowa 52358

Ship To

City of West Branch
Hometown Days
West Branch, IA 52358

		Purchase Order	
Description	Qty	Rate	Total
August 6-7, 2021 with delivery on 8.5.2021 or AM on 8.6.2021			
Regular Unit No Service Special Event	4	70.00	280.00
Handicap Unit No Service Special Event	4	85.00	340.00
Double Sink No Service Special Event	4	95.00	380.00
Special Event Delivery Fee	1	0.00	0.00
Sales Tax		7.00%	0.00
<p>Please sign and return. Email copies can be sent to chris@portojonny.com Customer is responsible for all damages as a result of fire, theft, accidental damage, vandalism and agrees to return property in delivered condition with the exception of normal use and wear. Customer agrees to carry adequate insurance against personal injury, property damage and public liability, which may be caused by customer's possession of said equipment and expressly indemnifies, Port O Jonny, Inc, its employees and representatives against any claim for damage or loss. In the event of non-payment customer will be responsible for all fees associated with the collection process, including but not limited to attorney and small claims courts fees. This is a written agreement of acceptance of verbal order. Signature of Acceptance: _____</p>		Subtotal	\$1,000.00
		Total	\$1,000.00

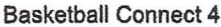











JP Party Rentals
Customer Pick-Up Address:
2401 SE Tones Dr Ste 7
Ankeny, IA 50021
Phone: 515-444-2302

Invoice: 7805975
Order Date: 5/19/2021

Event Location
West Branch Public Library
Becky Knoche
300 N Downey St
West Branch, IA 52358
Cell: (319) 430-2246 Office: (319) 643-2633

Start Date: 8/7/2021 11:00am
End Date: 8/7/2021 5:00pm
Delivery: Fully Staffed
Surface: Pavement

Name	Qty	Total
 Basketball Connect 4	1	\$300.00
 Battle Axe Throw	1	\$350.00
 Soccer Darts	1	\$350.00
 Bottles Up	1	\$100.00
 Fish Bowl Frenzy	1	\$100.00
 Leaping Lizards	1	\$125.00
 Plinko	1	\$125.00
 Spin Art	1	\$150.00
Additional Spin Art Cards	1	\$50.00
 Whip-N-Skip	1	\$125.00
 Coned Light System	1	\$350.00

Rentals subtotal		\$2,125.00
Distance Charges	E	\$275.00
Staff Costs	E	\$1,680.00
Discount	E	\$-400.00
Sales Tax	Exempt 0%	\$0.00
Total		\$3,680.00
Deposit Due		\$0.00
Amount Paid		\$1,840.00
Balance Due		\$1,840.00

Payment Receipt

Date: 5/19/2021 3:58pm

Lead ID# 7805975	Amount
Current Payment Type: credit TxnID: 60a57bf2ed6d0	\$1,840.00
Total Bill	\$3,680.00
Total Paid	\$1,840.00
Balance Due	\$1,840.00

JP Party Rentals

2401 SE Tones Dr Ste 7
Ankeny, IA 50021

Thank you for your business. Please print this receipt for your records.

The contract does not change with your payments, but above the contract where you make payments, it has been updated to reflect your payment and any balance due.

Use the link below to return to your contract.

[Return to Contract \(https://rental.software/quotes/contractme.php?name=JP+Party+Rentals&qid=7805975&ctrid=2789619\)](https://rental.software/quotes/contractme.php?name=JP+Party+Rentals&qid=7805975&ctrid=2789619)

JA-78414825-1

TERMS AND CONDITIONS

NOTE: Driver pick-up time is approximate. Driver may arrive as early as 9 am to pick up the equipment.

Customer is responsible for, and required to stay with all the equipment until it is picked up by our representative, or other arrangements have been made.

1. Safety/Operating Instructions: In addition to the information set forth in this agreement, the customer acknowledges that there is safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that JP Party Rentals has not agreed to nor have they provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s), will turn off automatic lawn watering systems and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation. Customer also agrees that no one shall use or operate the Equipment while under the influence of alcohol, drugs or any other "intoxicating" substance.

2. General Release/Indemnity/hold harmless:

I, the undersigned, understand and acknowledge that play on an inflatable amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless JP Party Rentals from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should JP Party Rentals or anyone acting on behalf of JP Party Rentals be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold JP Party Rentals harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against JP Party Rentals, it is agreed to do so solely in the State of Iowa I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by JP Party Rentals to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless JP Party Rentals from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. A set of Rules and Direction either are displayed on the bounce house/unit or have been provided to the undersigned, which I agree to follow and utilize at all times during operation and use of the unit.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS AND THE RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

3. Identity of parties: For the purposes of this Rental Agreement, "JP Party Rentals" shall mean JP Party Rentals, its owners, officers, directors, shareholders, employees, contractors, and agents, and "Customer" shall mean the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from JP Party Rentals certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by JP Party Rentals. If the Equipment is delivered by JP Party Rentals and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes. All prices are for time out on rental whether used or not.

5. Returned Check policy: In the event that a check is returned to JP Party Rentals for insufficient funds customer agrees to pay the total rental price as well as an additional \$35.00 fee to JP Party Rentals in cash immediately upon notice.

6. Weather: JP Party Rentals cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that the inflatable equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightening. In the event of severe weather during a rental, customer agrees that he /she/they will unplug and secure the blower in a safe and dry location, allow the inflatable to deflate, and not use the inflatable until the severe weather ends. Rain dates are subject to availability of equipment and will be scheduled within a 12 month period, with any funds already paid applied as rental credit for rescheduled event.

7. Delivery: JP Party Rentals shall deliver the Rental Equipment to address specified by Customer as listed on the invoice page of this Agreement. Customer grants to JP Party Rentals true right to enter said property for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times.

8. Receipt/Inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

9. Possession/Title: Customer's right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by JP Party Rentals. Retention of possession or any failure to permit the pick up of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to JP Party Rentals the full replacement value for such Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by JP Party Rentals. Title to the rental items is and shall remain in JP Party Rentals. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of JP Party Rentals' delivery of the items, until JP Party Rentals picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, JP Party Rentals may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold JP Party Rentals harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify JP Party Rentals immediately.

10. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable, and proper use of the rental equipment. Customer shall be liable to JP Party Rentals for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment on the invoice page of this Agreement. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non-approved food, paint, silly string (see Paragraph 12), mud, clay, or other materials.

11. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating instructions. Customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully re-inflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call our office at 515-988-7604 or 515-710-1926.

12. Specific Rules and Instructions for the inflatable equipment: The following rules and warnings must be obeyed in the use of inflatable equipment: A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and Customer acknowledges that if the inflatable is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by JP Party Rentals and shall be immediately due and payable by Customer D) WARNING - extra caution and supervision are required for children ages three (3) and under, E) WARNING - It is unsafe to stay in inflatable if winds exceed 15 miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate. F) WARNING - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and

others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time. G) Do not move the inflatable from the location where set-up. H) If the inflatable unit moves, pull corner(s) back to their original location(s) and re-secure; for other questions regarding the safe installation of equipment, please call our office at 515-988-7604 or 515-710-1926. I) Do not let the inflatable unit rub up against any surface.

13. Limited Warranty: JP Party Rentals warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. JP Party Rentals' sole and exclusive obligation under this warranty is limited to repair or replacement of the rental equipment when JP Party Rentals determines that it does not conform to this warranty. JP Party Rentals makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. JP Party Rentals shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, Installation of, use of, or any failure of the rental equipment. JP Party Rentals shall not be responsible for any defect or failure unknown to JP Party Rentals at the time of delivery.

14. Cancellation Policy: In case of cancellation, JP Party Rentals will keep the deposit but customer may apply it to a future rental within a 12 month period.

15. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose, in any illegal manner, or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parishes, state, federal, or other governmental or quasi-governmental laws, ordinances and/or regulations that may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use.

16. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

17. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

18. Severability: If any of the terms or conditions of this Agreement is found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

19. Entire Agreement: This Agreement constitutes the full agreement between JP Party Rentals and Customer. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT The following rules detail safe operational guidelines for the inflatable equipment you are leasing from JP Party Rentals. To ensure safe operation of the inflatable, it is in your best interests to have these rules read aloud by a company representative. Further, you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from JP Party Rentals before you begin use of the equipment.

Supervision: The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the lessee of this inflatable unit, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride, and be free from any intoxicating substances. In the event that event staffing by JP Party Rentals has been contracted and paid for by customer, responsibility and expectations for supervision of all equipment and activities will be transferred to JP Party Rentals. Event Staffing must be requested at time of event booking, included in initial invoice, and availability agreed upon by JP Party Rentals management.

Age Groups: Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable unit at the same time:

BOUNCER & SLIDE COMBOS

CHILDREN UP TO AGE 6: 10-12

CHILDREN AGES 7 – 11: 7-9

CHILDREN AGES 12 – 15: 4-6

PERSONS OVER 15 AND ADULTS are only allowed To retrieve or assist a younger child in exiting the inflatable

Shoes/Glasses/Jewelry: All riders MUST REMOVE SHOES, GLASSES, and ALL LOOSE JEWELRY before playing in the inflatable.

Pre-existing Health Conditions: Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps, or bouncing are not permitted in or on the inflatable unit at any time.

Installation: Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. Keep the inflatable unit away from swimming pools and other sources of water at all times. Be sure to turn off any automatic lawn watering systems for the entire duration of your rental.

Inclement Weather: Once there is a threat of inclement weather, including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightening is present), children should immediately exit the inflatable. The blower should thereafter be switched off and removed to a safe, dry location, and the unit allowed to deflate and covered with the tarp provided.

Deflation: Should the unit begin to deflate, do the following: First, have all children exit the unit immediately. Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. Never allow riders in or on a partially inflated unit.

Alterations: No alteration in or attachments to the inflatable unit are allowed, period.

General Misuse: Do not allow riders to play or climb on walls, sides, or roof of inflatable. Do not allow the inflatable rub up against any surface. Unless previously authorized by JP Party Rentals, never place a water hose or water in general onto the inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return. Inflatable should not be wet when riders enter the unit.

Negligence or Abuse: The following fees may be assessed for negligence or abuse of inflatable

1. Spilled food, drink or the use of Silly String could result in a \$100-\$500 Cleaning Fee.

2. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.

3. If unit is not repairable, a fee equal to the replacement value of the inflatable unit or other equipment will be charged. (\$1,500-\$15,000)

SHOULD THE INFLATABLE BOUNCE BEGIN TO DEFLATE OR ANY OTHER EMERGENCIES:

Emergencies can arise for various reasons. The following are a few examples of emergencies and how they should be handled. This is strictly a guide. Please use common sense when an emergency occurs.

Loss of Electrical Power: When a loss of power occurs, the inflatable will slowly start to deflate.

Remain Calm! You will have sufficient time to help the riders to quickly and safely exit the inflatable bounce. This

situation tends to cause panic . . . unless the operator stays calm and relaxed. Talk calmly to those inside telling them not to panic while you are helping them walk out.

Check to see if the blowers have come unplugged or the cords are unplugged from the outlet. If so, plug them back in and the inflatable bounce will re-inflate. Do not leave the inflatable bounce unattended to check on any problem. Empty the ride and then address the issue.

If the inflatable bounce deflates and entrance is not found, please advise the children not to panic, to find the square on the roof, push it out and exit the inflatable bounce.

Weather: Bad weather can arrive in the form of rain, lightning or strong wind. In each case, you want to evacuate the inflatable bounce as quickly and safely as possible.

Remain Calm! If you panic, your riders may also panic. Stay calm and stay focused on your job, which is to help your riders exit the inflatable bounce quickly, but in an orderly fashion. After everyone has exited the inflatable bounce, deflate the inflatable bounce by turning off the blower and moving them to a dry location.

Should you have any questions regarding approaching storms and what to do with the inflatable bounce, Please call Jordan Henry or Paul VanCleave, your JP Party Rentals representatives, at 515-988-7604 or 515-710-1926.

Damage: If the inflatable bounce becomes damaged while in your operation, take the following steps.

If the inflatable bounce ripped or otherwise begins to lose air, assist all riders from the inflatable bounce and deflate it. Write down what happened, when, and any other details you observed and turn this report in to JP Party Rentals.

Should the inflatable bounce deflate, or if you experienced any other problems with the equipment, please call Jordan Henry or Paul VanCleave, your JP Party Rentals representatives, at 515-988-7604 or 515-710-1926. Before allowing or engaging in further use of the inflatable bounce.

Do not leave the Inflatable bounce unattended.

Lessor (JP Party Rentals) will:

1. Provide the necessary staff to facilitate your event and power cords to reach up to 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.


Lessor will:

1. Provide the necessary staff to facilitate your event and power cords to reach a minimum of 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee will:

1. Provide 5 110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.



208.95.65.75 on 5/19/2021

Signature

5/19/2021

Date

Rebecca J. Knoche

Printed Name

City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of May 11, 2021 between The City of West Branch ("City") and Lojo Russo (the "Performer") for the hiring of the Performer as independent contractors to perform Live Music (the "Show") for the City at Hoover Days (the "Venue"), located at the address outside Brick Arch Winery.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at or near Brick Arch Winery, on the 7th day of August, 2021, from 11:00am to 1:00pm

2. **Description of Show.** Live music performance – family friendly.

Show will last of a minimum of 110 minutes.

3. **Payment.** Compensation for the Show will be \$250.00 dollars, payable by cash or check being the "Fee." The whole of the Fee is due immediately following the Performer's Show. Up to 50% of the Fee may be requested by the Performer as a deposit prior to the performance.

** A deposit of \$100.00 has been requested to be paid to Performer no later than August 1, 2021*

4. **Cancellation.** Cancellation may be made by City before two days prior to the time of Show. The City is unable and therefore will not pay funds if the Show is not performed for any reason.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of the Performer, the deposit of Fee will be non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Food and Drink.** The Performer is responsible for providing all food and drink required to complete the performance.

7. **Parking.** the City will secure sufficient parking for the Performer's personnel and equipment transportation within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

8. **Sound Systems Check.** A sound check conducted by the Performer of Venue's sound system is required, at a time to be mutually arranged between the Performer and the City.

** Sound system will be provided and used solely by Performer. Sound check will occur prior to Show time and after load-in and set-up. Venue and City agree to allow for reasonable time to set-up and tear-down equipment before and after Show.*

City of West Branch PERFORMANCE CONTRACT

9. **Insurance, Security, Health, and Safety.** The Performer is required to have Proof of Insurance provided to the City at the time that this contract is signed. Insurance documents must show coverage for any and all damage to equipment as well as any personal injury that may be incurred as a result of the scheduled Show. The City warrants that the Venue will be of sufficient size to safely conduct Show, that the Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

10. **Indemnification.** The City indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by Show attendees. The Performer indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

11. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

12. **Interpretation.** Agreement will be interpreted according to the laws of Iowa.

13. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to the Performer or City, as judged by the City. All riders must be in writing and signed by the party against whom enforcement is sought.

14. **Video/Photography.** The City reserves the right to record and photograph the show for use for publicity and use on the local Cable Access Channel. Attribution will be given to performers when used on the local channel.

The below-signed the Performer Representative warrants s/he has authority to enforceably sign this agreement for the Performer in its entirety. The below signed the City's Representative warrants s/he has authority to bind the City and Venue **and included addendums for line items #3 and #8** (above).

Signature of the Performer Representative: *Lojo Russo*

Performer's Representative typed name and title: Lojo Russo, Performer/Representative

Performer's typed name: Lojo Russo

Performer's Address: 2412 East Street, Davenport, IA 52803

Performer's Phone #: 612.327.0001

City's Representative Signature: _____

City's Representative typed name and title: _____

BAND FEE AND MUSIC ENTERTAINMENT CONTRACT

This contract (the "Agreement") is made and entered into this 25th day of MAY, 2021 by West Branch Fire Dept. (the "Operator"), whose address is 105 S. 2nd St. West Branch IA 52358 for purposes of this contract, and Tyler Richton & The High Bank Boys (the "Band"), whose address is 2142 480th Ave, Deep River, IA 52222 for purposes of this contract. Operator agrees to hire Band as independent contractors to perform music (the "Show") for Operator at West Branch Fire Dept. (the "Venue"), located at [address] 105 S. 2nd St. W. B. IA 52358

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at [address] 105 S. 2nd St. West Branch, IA, on the 6th day of August, 2021 at 8:00 p.m.
2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of Two Hundred and Forty (240) minutes with Three (3) breaks that will last for no longer than Fifteen (15) minutes apiece.
3. **Payment.** Compensation for the Show will be \$ 1700 dollars, payable by check or cash, (together being the "Fee"). A 20% deposit of Fee is due on the signing of this contract. This is a required condition for the contract to proceed; if a 20% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 80% of Fee is due immediately prior to Band's Show, but may be made earlier.
4. **Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before five days prior to the time of Show, in which case Operator's 20% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 80% of Fee. If Show is cancelled within 5 days of Show, Operator must pay Band's full Fee. Band may cancel at any time prior to ticket sales by Operator, in which case Band must refund Fee in its entirety.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 20% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Band Guest Tickets.** Operator will make available to Band 10 complimentary tickets to Show for Band to use at Band's sole discretion. No band guest tickets are necessary if the show is not selling tickets for admission.
7. **Food and Drink.** Operator will provide Band with Water and cooler of beer for the Show. The Band assures that all members are of legal drinking age. If Operator discovers any members not of legal drinking age, Band's fee must be refunded in its entirety.
8. **Parking.** Operator will secure sufficient parking for Band's truck and trailer within a reasonably convenient distance to Venue for a minimum period of 4 hours prior to the show and lasting until 1 hour after the show. Operator will allow the Band to plug in their RV and stay overnight on the premises of the Show.
9. **Sound Systems Check.** A sound check conducted by Band of Band's sound system is required, at a time to be mutually arranged between Band and Operator. The sound check shall happen no later than 30 minutes before the show to ensure ample opportunity to correct any electrical or technical issues.
10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.
11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.
12. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at Mahaffey Law Office (the "Arbitration Service") and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.
13. **Legal Action or Claim.** If either party brings an action to enforce its rights under this agreement, the prevailing party may recover its expenses, including reasonable attorneys' fees, incurred in connection with the action and any appeal from the losing party.
14. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.
15. **Interpretation.** Agreement will be interpreted according to the laws of state where the show is performed.

16. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Approved as to form and content on this 25th day of May, 2021.

Owner/Manager
Band Representative, Title

[Signature]
Signature of Band Representative

Secretary West Branch Fire Dept
Operator Representative, Title

Rae Ann Hosier
Signature of Operator Representative



Performance Agreement

West Branch Public Dept

THIS AGREEMENT is for the business services of performing artist(s) on the event described below between the undersigned **Rae Ann Hosier, Hoover Hometown Days Rep**, as purchaser of performance services ("Purchaser") and the undersigned artist **Boot Jack Band** and or its agent ("Artist") is made this, **17th day of May, 2021**. The terms of this contract are as follows:

A. Terms:

1. Name of Artist: **Boot Jack Band**
2. Name of Event/Venue: **Hoover Hometown Days**
3. Place: **West Branch, IA**
3. Date(s) of Services: **Saturday, August 7, 2021**
4. Time of load in: **4pm**
5. Time for sound check: **7pm**
6. Time/Duration of Performance: **8pm-Midnight**
7. Number of sets and duration: **2-3 sets with short breaks, times TBD**

B. Payment of Artistic Fees:

1. Compensation Agreed Upon: **\$1,500**
2. Amount of Deposit: **\$0.00** Date Due: **N/A**
3. Time of Payment: Fees will be paid by the Purchaser's check to Artist after performance on **Balance of \$1,500 (Due at time of performance)**
4. Checks must be made payable to: **Jennifer Zoller**

Artist Rider

1. PAYMENT AND COMPENSATION. Purchaser will make payment by check to Artist immediately after completion of the performance (s), unless otherwise previously agreed in writing by Artist and Purchaser.

2. ARTIST'S RIGHT TO TERMINATE. If Artist is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this agreement without any further obligation.

3. CANCELLATION AGREEMENT: the purchaser may cancel the engagement under the conditions considered to be an Act of God, such as flood, tornado, blizzard, or fire at the place of event, in which the purchaser must contact the undersigned representative no less than 4 hours prior to starting time of performance. The compensation for any engagement that is cancelled less than 30 days prior to, but before the start time, is an amount equal to 50% of this contract. Once performance has begun compensation of this contract is 100%. In the event Boot Jack Band should end the performance before the agreed upon time due to building mechanical failure (plumbing, electrical, structural, fire) or weather conditions makes performing dangerous then the purchaser is responsible for 100% of this contract. If prior agreed upon compensation is based upon percentage then a rate of \$600.00 applies. Purchaser is also responsible for any personal injury and all damage to equipment owned by Boot Jack Band and its members directly caused by any building mechanical failure as described above. Artist may cancel or end performance if weather makes it dangerous to members or equipment of Boot Jack Band.

4. SICKNESS AND ACCIDENTS. If Artist (any member of Boot Jack Band) is unable to perform due to a sickness, accident or death of an immediate family member, proof of such detention will be provided to the purchaser within 48 hours of notice. In the event of such non-performance, the deposit payment (if any) advanced to the Artist shall be returned promptly.

5. PROMOTION AND PRODUCTION. Purchaser shall be responsible for all matters pertaining to the promotion of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Artist agrees that Purchaser may use Artist's name, pictures and promotional material given to Purchaser by Artist.

6. COMPLIMENTARY TICKETS. Unless otherwise agreed, Purchaser will allow 1 guest per band member, with a maximum of 10 tickets.

7. SALE OF MERCHANDISE. A fee of 0 percent of gross sales will be paid to the Purchaser by Artist for all merchandise, such as souvenir's, programs, photographs, recordings and other merchandise related to the Artist, sold immediately before, during or after the performance at the Venue. ***Purchaser shall provide a six foot table and two chairs, or other accommodations mutually determined to be appropriate to the venue, for merchandise sales.*** Merchandise will be prominently placed so as to maximize sales.

8. NO PERFORMANCE SHALL BE RECORDED, REPRODUCED OR TRANSMITTED.

9. SOUND/LIGHTING. PROVIDED by Boot Jack Band

10. DRESSING ROOM. Purchaser shall provide 1 (one) safe, clean dressing room(s) with lock(s).

11. HOSPITALITY. Unless otherwise indicated, Purchaser will provide an allowance of hot and cold beverages for the sole use of the band and crew members prior to and during performance. Special arrangements shall include:

A. Purchaser must provide food/beverage for members of Boot Jack Band

12. SECURITY. Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Artist. Purchaser will ensure that no unauthorized persons will have access to the stage or backstage area, and the band will provide names of persons

or guests authorized to be backstage. Purchaser shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Purchaser's premises or place of venue.

13. INDEPENDENT CONTRACTORS. Artist acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. Purchaser shall control the times and division of the performance, and Artist shall control the manner, means, and details of such performance.

14. INSURANCE. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance, including time of set up and take down. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third party claims.

15. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION. This agreement cannot be assigned or transferred without the written consent of the artist. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Iowa. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the county of Linn, state of Iowa.

16. SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

17. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Artist hereby represent that such person is duly authorized and that the Artist agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Artist, nor for any failure by Artist to adequately perform or comply with any term or condition hereof.

Artist:

Jennifer Zoller

319-981-5003

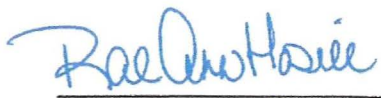
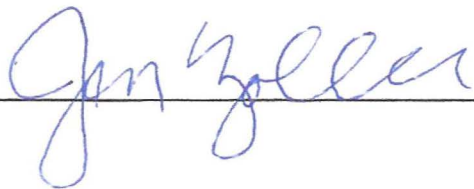
booking@bootjackband.com

Purchaser:

Name: Rae Ann Hosier, Hoover Hometown Days

Phone: 319-330-1947

Email: raeann0819@hotmail.com



Secretary for West Branch Fire Dept.

RESOLUTION 2010

A RESOLUTION APPROVING CONTRACTS TOTALING \$10,155.39 FOR THE HOOVER HOMETOWN DAYS EVENT.

WHEREAS, the City's premier event of the year is Hoover's Hometown Days; and

WHEREAS, the fiscal year 2022 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

WHEREAS, the following organizations have submitted proposed service agreements in the amount of \$10,155.39 in total; the individual agreements are as follows:

\$775.39 Big 10 Rental- 9 umbrella tables and chairs

- ❖ The umbrella tables and chairs will be located throughout downtown on Saturday.

\$1250.00 Yottys golf cars-10 golf cart on August 6 and August 7

- ❖ There will be a shuttle for attendees during Hoover's Hometown Days. Yottys will deliver the carts on Friday morning and pick them up on Sunday. The carts are also used heavily for the parade organization.

\$1000.00 Port-O-Jonny, Inc- 4 regular units, 4 handicap units, and 4 handwashing stations.

- ❖ The Port-o-potties will be in the Hoover Park for the band and fireworks, near village Green during the children's activities, and downtown on Downey Street.

\$3680.00 JP Party Rentals-10 staffed activities for Village Green area for Saturday August 7.

- ❖ This is taking the place of inflatables on Village Green and on Main Street between Parkside and 2nd Street. Prizes will be awarded for the activities.

\$250.00 Lojo Russo-Live music performance for at least 110 minutes on Saturday.

- ❖ She will perform outside of Brick Arch Winery on Saturday August 7, 2021, in the afternoon.

\$1700.00 Tyler Richton and the High Bank Boys-Fire station on Friday August 6, 2021.

- ❖ The band will perform a minimum of 240 minutes starting at 8pm. Donations are being solicited by the City of West Branch to cover the cost of the bands. The Fire Department will not charge admission for the band.

\$1500.00 Boot Jack Band-Fire station Saturday August 7, 2021

- ❖ The band will perform from 8pm-midnight. Donations are being solicited by the City of West Branch to cover the cost of the bands. The Fire Department will not charge admission for the band.

AND WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

* * * * *

PASSED AND APPROVED THIS 7th DAY OF JUNE, 2021.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Resolution 2011 – A Resolution Approving Partial Alley Closure (the south end of the alley removing access from Main St. between 4 th and 5 th Street.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Jodee Stoolman, Council Person
DATE:	May 13, 2021

BACKGROUND:

Current



Proposed



Estimated cost for removal of south 100 foot and entrance to the alley between 4th and 5th St. to include removal of concrete ramp, sidewalk and 6 inches of gravel for the length of the project. This would also include replacement of the sidewalk, hauling in black dirt, seeding and mating the area. Completed in house this project would cost approximately \$3,500.

STAFF RECOMMENDATION:	Approve Resolution 2011 / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 2011

RESOLUTION CLOSING THE SOUTH 100 FEET TO THAT CERTAIN NORTH-SOUTH ALLEY LOCATED BETWEEN 4TH STREET AND 5TH STREET.

WHEREAS, the City Council has heretofore determined that the south entrance to that north-south alley located between 4th Street and 5th Street should be closed to alleviate safety concerns on Main Street; and

WHEREAS, the portion to be closed is generally described as:

South 100 feet of said alley

(the “Alley”)

WHEREAS, it is now necessary to pass a resolution to close a portion of said Alley.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch that the aforementioned alley be and the same is hereby closed to the public.

BE IT FURTHER RESOLVED, which the City Administration shall take all necessary measures to ensure that this portion of the alley remain closed to access of the general public.

* * * * *

Passed and approved this 7th day of June, 2021.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Resolution 2012 – A Resolution Hiring Heidi Van Auken as the Finance Officer/Treasurer for the City of West Branch, Iowa, and Setting the Salary for the Position for Fiscal Year 2021-2022.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Roger Laughlin, Mayor
DATE:	June 3, 2021

BACKGROUND:

The Selection Committee is prepared to announce the selection of Heidi Van Auken as the city's next Finance Officer. Ms. Van Auken most recently served as an Administrator with the University of Iowa Biology Department. Ms. Van Auken received a Bachelor of Arts and Juris Doctorate from the University of Iowa. Ms. Van Auken has demonstrated experience in Accounting, Finance, and Administration. From an applicant pool of 23, Ms. Van Auken showed herself to be the most qualified for this position.

Timeline *(After meeting with the selection committee, the follow timeline was recommended)*

- ✓ May 3 - City Council approves job description
- ✓ May 4 - job is posted at various locations, social media, website etc.
- ✓ May 20 - application deadline
- ✓ May 21 - review applications
- ✓ May 25-28 - conduct interviews
- ✓ June 1- make offer to candidate
- ✓ June 7 - City Council approves candidate

June 21st - New hire start date (subject to availability)

STAFF RECOMMENDATION:	Approve Resolution 2006 / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 2012

**A RESOLUTION HIRING HEIDI VAN AUKEN AS THE FINANCE
OFFICER/TREASURER FOR THE CITY OF WEST BRANCH, IOWA, AND SETTING
THE SALARY FOR THE POSITION FOR FISCAL YEAR 2021-2022**

WHEREAS, the City of West Branch is interested in hiring Heidi Van Auken as the Finance Officer/Treasurer.

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

Section 1. That the City of West Branch, Iowa will hire Heidi Van Auken as the Finance Officer/Treasurer with a start date of June 14, 2021.

Section 2. The following person and position named shall is an Salaried Exempt position and is to be paid an annual wage indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Salary	Basic Hours
Finance Officer/Treasurer	Heidi Van Auken	\$53,000 annually	40/week

Section 3. The above named employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

Section 4. The Mayor and City Clerk are directed to execute said agreement on behalf of the City.

Section 5. This resolution will be effective upon final passage of the City Council.

* * * * *

Passed and Approved this 7th day of June, 2021.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick/ Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Resolution 2013 – A Resolution Approving Liability Insurance Proposal with ICAP.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Gordon Edgar, Finance Officer
DATE:	June 3, 2021

BACKGROUND:

West Branch has been a member of the Iowa Communities Assurance Program (ICAP) for approximately five years. Our insurance policy period coincides with the City fiscal year of July 1 to June 30. For the past five years our premiums have been in the range of around \$38,000 to \$43,000. We were reimbursed \$42,000 for Derecho expenses in FY2021. Our premium for the next fiscal year will be about \$43,700, an increase of about \$7,200 over the FY2020 premium.

STAFF RECOMMENDATION:	Approve Resolution 2013 / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

"Turning Vision into Reality is our Business"



Quote Summary

City of West Branch

Anniversary Date: 07/01/2021

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$8,197	\$2,000,000	\$0	07/01/2021	7/1/2021
Auto Liability	\$3,628	\$2,000,000	\$0	07/01/2021	7/1/2021
Law Enforcement Liability	\$1,620	\$2,000,000	\$2,000	07/01/2021	7/1/2021
Public Officials Liability	\$1,974	\$2,000,000	\$500	07/01/2021	7/1/2021
Excess Liability	\$5,942	\$4,000,000		07/01/2021	7/1/2021
Vehicles	\$1,743	\$697,051	See Schedule	07/01/2021	7/1/2021
Property	\$18,320	\$12,339,906	See Schedule	07/01/2021	7/1/2021
Equipment Breakdown	Included	Included			Included
Crime	\$80	\$100,000	\$1,000	07/01/2021	7/1/2021
Bond	\$150	\$100,000		07/01/2021	7/1/2021

TOTAL CONTRIBUTION \$41,654

Agency Fee \$2,000

FINAL CONTRIBUTION \$43,654

Excess Liability Options	Contribution	Limit of Liability	Coverage Effective
Excess Liability	\$7,310	\$5,000,000	07/01/2021
Excess Liability	\$8,621	\$6,000,000	07/01/2021
Excess Liability	\$9,869	\$7,000,000	07/01/2021
Excess Liability	\$11,059	\$8,000,000	07/01/2021
Excess Liability	\$12,187	\$9,000,000	07/01/2021
Excess Liability	\$13,258	\$10,000,000	07/01/2021
Excess Liability	\$14,266	\$11,000,000	07/01/2021
Excess Liability	\$15,221	\$12,000,000	07/01/2021
Excess Liability	\$16,147	\$13,000,000	07/01/2021

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-800-383-0116.

This quotation expires on the Proposed Effective Date.

RESOLUTION 2013

RESOLUTION APPROVING A LIABILITY INSURANCE PROPOSAL WITH ICAP

WHEREAS, the City of West Branch, Iowa received an insurance renewal quotation from the Iowa Communities Assurance Pool (ICAP); and

WHEREAS, after reviewing the insurance renewal quotation, the City Council has decided to accept the quotation from and continue membership with ICAP, effective July 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the insurance renewal with ICAP is hereby approved.

* * * *

Passed and approved this 7th day of June, 2021.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Resolution 2014 – A Resolution the Workers Compensation proposal with IMWCA.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Gordon Edgar, Finance Officer
DATE:	June 3, 2021

BACKGROUND:

West Branch has been a member of the Iowa Municipalities Workers' Compensation Association for approximately five years. Our insurance policy period coincides with the City fiscal year of July 1 to June 30. Prior to FY19, our premiums were in the range of around \$30,000 to almost \$50,000. For FY21 our premiums were about \$22,000 and our current quote is for \$21,436. The City had experienced some high claims that resulted in high Work Comp premiums and so the City created a Safety Committee and hired Jose Gongora as a consultant to perform safety and health consulting services with the expectation that Workers' Compensation claims would be significantly reduced. Through the efforts of Jose and the Safety Committee and some good fortune, this plan has worked.

STAFF RECOMMENDATION:	Approve Resolution 2014 / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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West Branch (0851)

Estimated Premium Schedule as of 5/10/2021

Policy Period: 7/1/2021-7/1/2022

Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	7.72%	89,860	6,937	5,688	3,218
7520	Waterworks Operations & Driver	3.53%	66,866	2,360	1,935	1,095
7580	Sewage Disposal Plant Operation	2.67%	17,549	469	385	218
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	5.49%	7,500	412	338	191
7711	Volunteer Firefighters & Drivers	45.86%	34,500	15,822	12,974	7,341
7720	Police Officers & Drivers	3.39%	245,354	8,318	6,821	3,859
8380	Automobile - All Others	3%	80,179	2,405	1,972	1,116
8810	Clerical Office Employees - NO	0.21%	404,952	850	697	394
8810V	Elected or Appointed Officials	0.21%	15,000	31	25	14
9015	Building Maintenance - Operation	3.36%	2,421	81	66	37
9101	Public Library/Museums - Maint	5.04%	5,144	259	212	120
9102	Parks NOC - All Employees	3.81%	125,505	4,782	3,921	2,219
9220	Cemetery Operations & Drivers	5.21%	24,508	1,277	1,047	592
9402	Street Cleaning & Drivers	5.29%	16,036	848	695	393
9410	Municipal Employees	2.6%	14,027	365	299	169
Totals:			1,149,401	45,216	37,075	20,976

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 1,112	3%
Loss Experience Credit:	\$ 6,303	17%
Large Premium Discount:	\$ 4,078	11%
Total Discount:	\$ 11,493	31%

Workers' Compensation Premium Calculation

Pure Premium:	\$ 45,216
Experience Modification Factor: X	.82
Modified Premium:	\$ 37,075
IMWCA Discount Amount: -	\$ 11,493
Discounted Premium:	\$ 25,582
Good Experience Bonus: X	.82
Expense Constant: +	\$ 160
Annual Premium:	\$ 21,136
Total Premium:	\$ 21,136

Other Coverage

Non-Statutory Medical Coverage

Rate: \$10/Volunteer, Minimum Premium \$100

Estimated Number of Volunteers 30 Rate: 10 Premium: 300

Non-Stat. Vol. Premium: 300

Minimum Premium: 300

Total Estimated Coverage Premium: \$ 21,436

This is not an invoice.



West Branch (0851)
Information Page of the Coverage Memorandum
As of 5/10/2021
Policy Period: 7/1/2021-7/1/2022

1. Participant: West Branch
P O Box 218
West Branch, Iowa 52358021
Policy Number: 0851-2122-WC
FEIN

2. Workers' Compensation Coverage

This Workers' Compensation Coverage Memorandum is effective from 12:01 AM on July 01, 2021 to 12:01 AM on July 01, 2022.

3. A. Workers' Compensation Coverage: This section of the Coverage Memorandum applies to the Workers' Compensation Law of Iowa.
B. Employers' Liability Coverage: Part Two of this Memorandum applies to work in Iowa. The limits of the Association's liability under Part Two are:
Bodily Injury by Accident: \$1,000,000 each accident
Bodily Injury by Disease: \$1,000,000 memorandum limit
Bodily Injury by Disease: \$1,000,000 each employee
C. Other States' Coverage: Part Three of this Memorandum applies to the states, if any, listed here: All states except ND, OH, WA, WY.
D. This Memorandum includes a Voluntary Compensation and Employers' Liability Coverage Endorsement and Schedule as well as a Longshoremen's and Harbor Workers' Compensation Act Coverage Endorsement and Schedule.
4. The Estimated Premium Schedule attached hereto and by this reference made a part hereof, is based on the association's manuals of rules, classifications, rates and rating plans. This initial calculation is subject to verification and change by audit.
5. Volunteers other than those shown on the Estimated Premium Schedule are not covered by the provisions of the Workers' Compensation Coverage Memorandum.

Other Coverage

Non-Statutory Medical Only Coverage

Coverage Period: 7/1/2021 to 7/1/2022

When this medical-only payment coverage applies, the Association will pay promptly when due, the hospital, nursing and medical benefits. These benefits will not exceed \$25,000 per occurrence or extend beyond two years from the date of injury. Payments made pursuant to this endorsement are not considered to be workers' compensation benefits. Premium will be determined by a \$10 charge per volunteer per year with a minimum premium of \$100.

Signed at Des Moines, Iowa, on May 10, 2021.

A handwritten signature in black ink, reading "Jeff Hovey". The signature is written in a cursive style with a large, looping "H" and a long, sweeping underline.

Authorized Signature

RESOLUTION 2014

A RESOLUTION APPROVING THE WORKERS COMPENSATION PROPOSAL WITH IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION (IMWCA).

WHEREAS, the City of West Branch, Iowa received an insurance renewal quotation from the Iowa Municipalities Workers' Compensation Association (IMWCA); and

WHEREAS, after reviewing the insurance renewal quotation, the City Council has decided to accept the quotation of IMWCA, effective July 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the insurance renewal with IMWCA is hereby approved.

* * * * *

PASSED AND APPROVED this 7th day of June, 2021

Roger Laughlin, Mayor

Attest:

Redmond Jones II, City Administrator / City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Discussion Item: Lift and/or Limit Mask Requirements at City Facilities.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	June 3, 2021

BACKGROUND:

Hometown Pride is a program of Keep Iowa Beautiful (KIB) which is a statewide non-profit organization. The goal is to build capacity in communities through coaching. This coaching activities have helped communities with economic development activities, spray pad projects, grant applications and fundraising. I spoke with Marla Quinn a community coach with ECIA, and she would use this program to assist with the Former Croell Site.

Samples of Keep Iowa Beautiful Projects

- Tourism brochures
- Nonprofit & government boards training sessions
- Iowa DOT, DNR, EDA workshops
- Christmas in the Park with visit from Santa
- Create banners honoring veterans and first responders
- Buy Local/Shop Local campaigns
- Commission public murals with University of Iowa students
- Walk of Fame for local high school
- Pavilion project for farmer's market
- Fundraising for Splash Pad
- Bike Share Program
- Community Clean up Events & Flower Planting



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

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ECIA SCOPE OF WORK HOMETOWN PRIDE PROGRAM CEDAR AND DELAWARE COUNTIES

Services to be provided by ECIA's Hometown Pride Community Coach:

- Assist Hometown Pride communities identify or develop a steering committee to implement the Hometown Pride program and provide guidance and oversight of the Hometown Pride activities.
- Review community, county and regional plans that will help to support implementation of the Hometown Pride Program.
- Assist communities without a plan in developing a short-term plan with community goals and priorities for the Hometown Pride program.
- Regularly attend Hometown Pride community planning or other committee meetings.
- Assist with empowering local citizens to become engaged in community projects and facilitate the implementation, monitor progress, and assist community members in completing their priority projects.
- Develop and maintain relationships with local, state and regional economic development and technical support partners.
- Establish training/education sessions for community leaders, city council members, county supervisors, volunteers, etc. as needed on topics that will further the Hometown Pride efforts.
- Oversee coordination with economic development organizations, government agencies, community foundations, conservation groups, tourism groups, utilities and other partners to support a team approach to developing and implementing community, county and regional plans.
- Offer guidance on various funding programs and grants to achieve community goals and priorities.
- Research and identify grants, resources, and fundraising opportunities that will help to implement community plans.
- Work with community members to apply for grants, seek matching funds, and successfully complete grant applications. *(ECIA will write **one** free State or Federal grant per year and **one** free Foundation grant per year per participating community as part of the Hometown Pride program and this Scope of Work. Additional grants will be written on a negotiated fee basis.)*
- Provide fundraising advice and facilitate *development of a basic fundraising plan defined by ECIA. Anything above a basic plan will be negotiated as required on a fee basis. Scope of services are designed based on each project within each community.*
- Assist in community audit evaluations by third party consultants where needed.
- Develop a Hometown Pride annual report and conduct an annual program evaluation.
- Maintain and manage an electronic newsletter, web page, and social media platforms containing project progress and news along with case studies and research of value to the Hometown Pride communities.
- Manage the marketing and media for the Hometown Pride program for participating communities and Hometown Pride events.
- Develop and maintain a media contact list.

Service to be provided by each Hometown Pride partner community/county:

- Each Hometown Pride (HTP) participating community/county will become a member of Keep Iowa Beautiful (KIB) (no charge).
- Develop a community plan that is approved and supported by the city council and in the case of the county, a county wide plan approved by the Board of Supervisors.
- In the first three months of initiating the Hometown Pride program, each community and the county will appoint a steering committee or identify an existing committee to serve as the Hometown Pride steering committee and be the liaison with the City Council or the board of supervisors. An existing committee can be utilized.
- Hometown Pride committee will be expected to provide quarterly updates to the Mayor, City Council or County Supervisors and the general public.
- Provide meeting space for the Hometown Pride committee.
- Work closely with the community coach to plan, implement and follow through on priority projects.
- Each HTP participating community/county will work with Keep Iowa Beautiful on social media postings by providing project information and pictures for use by KIB's Facebook, Twitter and Instagram accounts.
- Each HTP participating community/county will provide KIB with local media coverage (newspapers, etc.) of HTP projects and activities.
- Provide annual match to the Hometown Pride Program as follows:

Year 1

- \$1000 for communities with population over 3,000 and ECIA matching \$1000 with ECIA EDA CARES funding.
- \$500 for communities with populations between 1,000 and 3,000 with ECIA matching \$500 with ECIA EDA CARES funding.
- \$250 for communities with population under 1,000 with ECIA matching \$250 with ECIA EDA CARES funding.
- \$1,000 for county governments with ECIA matching \$1000 with ECIA EDA CARES funding.

Year 2 - 5

- \$2,000/year for communities in population over 3,000.
- \$1000/year for communities with populations between 1,000 and 3,000.
- \$500/year for communities with populations under 1,000.
- \$2,000/year for counties

(NOTE: ECIA will review its EDA funding annually and should EDA funding be available, ECIA will assist in providing the city/county match commitment up to the same level as year 1)

Keep Iowa Beautiful Hometown Pride Financing and terms of the Program:

- ECIA will provide one full-time equivalency (FTE) coach between Delaware and Cedar Counties for up to 10 communities between Cedar and Delaware Counties. Should the number of communities exceed 10 communities, ECIA will pro-rate additional staff time

for up to 10 additional communities and one additional full-time FTE coach. The amount of staff time will be pro-rated on a per community basis up to the additional 10 communities.

- Hometown Pride agreement effective on July 1, 2021 through June 30, 2026 between ECIA, Keep Iowa Beautiful and participating cities/counties in Delaware and Cedar Counties.
- Keep Iowa Beautiful Hometown Pride will provide \$80,000 per year with at least \$20,000 in other committed local and ECIA matching funds for up to 10 communities between Cedar and Delaware Counties. Should the number of communities exceed 10 communities, Keep Iowa Beautiful Hometown Pride will pro-rate additional funding for staff time for an additional 10 communities and up to one additional full-time FTE coach. The amount of additional funding will be pro-rated on a per community basis up to the additional 10 communities. Additional communities above 10, will be required to pay the local match as outlined in the previous section.
- ECIA, Cities, Counties, or other sources will provide at least \$20,000 per year for up to 10 communities. For the number of communities exceeding 10, local match will be pro-rated and based on the local match amounts as outlined in the previous section.
- ECIA will invoice and collect annually the Hometown Pride city and county local match.
- ECIA will budget 50% of the local match for each participating city or county in year 1 from EDA CARES funding. In subsequent years, ECIA will coordinate with participating communities their annual contribution and payment of local match.

Annual Budget – July 1, 2021 to June 30, 2022 – Proposing a Five Year Program

Hometown Pride for up to 10 communities	\$ 80,000
ECIA/Municipalities for up to 10 communities	\$ 20,000
Total Annually for up to 10 communities	\$100,000

For number of communities exceeding 10, the KIB portion and the community portion will be pro-rated based on the number of additional communities up to 20 total communities and one additional FTE.

FY 2021 – July 1 to June 30, 2021 Participating Municipalities			
Participating Municipalities	Yes or No	Participating Municipalities	Yes or No
Delaware County		Cedar County	
Manchester		Tipton	
Delhi		Stanwood	
Edgewood		Mechanicsville	
Hopkinton		Lowden	
Earlville		West Branch	
Delaware		Durant	
Masonville		Clarence	
Dundee			
Ryan			
Colesburg			
Greeley			

Sample

RESOLUTION No. _____

At a regularly scheduled meeting of the [name of locality (City/Town Council or County Board of Supervisors)] held on [month & day], 20_____, on a motion by [name of Council or Board member], seconded by [name of Council or Board member], the following resolution was adopted:

WHEREAS, the [name of locality (City/Town Council or County Board of Supervisors)] is taking action to join the Keep Iowa Beautiful Hometown Pride Partnership with East Central Intergovernmental Association (ECIA, Keep Iowa Beautiful, and cities and counties in Delaware and Cedar County, Iowa.

WHEREAS, this partnership agreement will be in effect for a five year period beginning July 1, 2021 through June 30, 2026 with optional renewal on an annual basis and dependent on the Hometown Pride program funding for the program as outlined in the attached Hometown Pride Scope of Work;

WHEREAS, the objective of this agreement and Hometown Pride program is to further the economic and cultural vitality of the region, counties and communities by supporting, facilitating and furthering the implementation of county, community and non-profit plans in a coordinated partnership strategy with ECIA providing a full-time equivalency community coach for up to ten municipalities pro-rated based on total municipality participation with services as outlined in the attached Hometown Pride Scope of Work;

WHEREAS, [name of locality (City/Town Council or County Board of Supervisors)] agrees to the annual match commitment as defined in the attached Hometown Pride Scope of Work effective for a five year period with optional renewal on an annual basis dependent on the Hometown Pride program funding;

NOW, THEREFORE, BE IT RESOLVED THAT: The [name of locality (City/Town Council or County Board of Supervisors)] hereby supports and enters into the Keep Iowa Beautiful Hometown Pride Partnership with ECIA, Keep Iowa Beautiful, and the cities and counties in Delaware and Cedar County, Iowa;

BE IT FURTHER RESOLVED THAT the [name of locality (City/Town Council or Board of Supervisors)] hereby passes and approves this resolution and Hometown Pride Scope of Work;

ADOPTED this [day] day of [month year].

CITY OR COUNTY OF: _____

SIGNED: _____

By: [name of mayor]

Mayor

ATTEST: _____

By: [name]

City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Discussion Item: Considering Aspects and/or Programs Desired in the West Branch Housing Trust Fund.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	June 3, 2021

BACKGROUND:

It was a FY 2020-2021 City Council goal to start the process for setting up some type Housing Trust Fund to handle the LMI requirements of the Meadows part 4 TIF. Housing projects which are defined by Iowa Code section 4032(2) as projects primarily intended to support housing activities including, but not limited to, public streets and utilities, site preparation, housing rehabilitation, real property acquisition, new housing construction, and conversion of existing structures into housing units. The sewer project in the Meadows part 4 fall under this definition. Tax Increment Financing projects considered to be “housing projects” require 30% of the increment to be invested in Low and Moderate-Income (LMI) housing programs.

Speer Financial estimates that the Meadows phase 4 project will generate approximately \$8,000 - \$9,000 annually for the life of the TIF agreement. The city can use these funds in programs that are aimed at individuals and families who earn no more than 80 percent of the median family income determined by the latest HUD section 8 income guidelines.

Programs like (but not limited to):

Housing Rehabilitation

Down Payment Assistance

No Interest and Low Interest Loans aimed at helping housing initiatives.

Habitat for Humanity Homes (In field development)

First time Home Buyer Programs

Revolving Loan Programs

These funds can used as matching funds to put together larger programs with other partners such as banks or non-profit organizations with similar LMI mission(s). This item is intended to get some direction on the type of programs have support from City Council.

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

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Discussion Item: Regarding the Remaining Public Improvements Related the Cedar's Edge Sub-division.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	June 3, 2021

BACKGROUND:



Currently a letter of credit for \$71,500 is being held and expires 9/2/21.

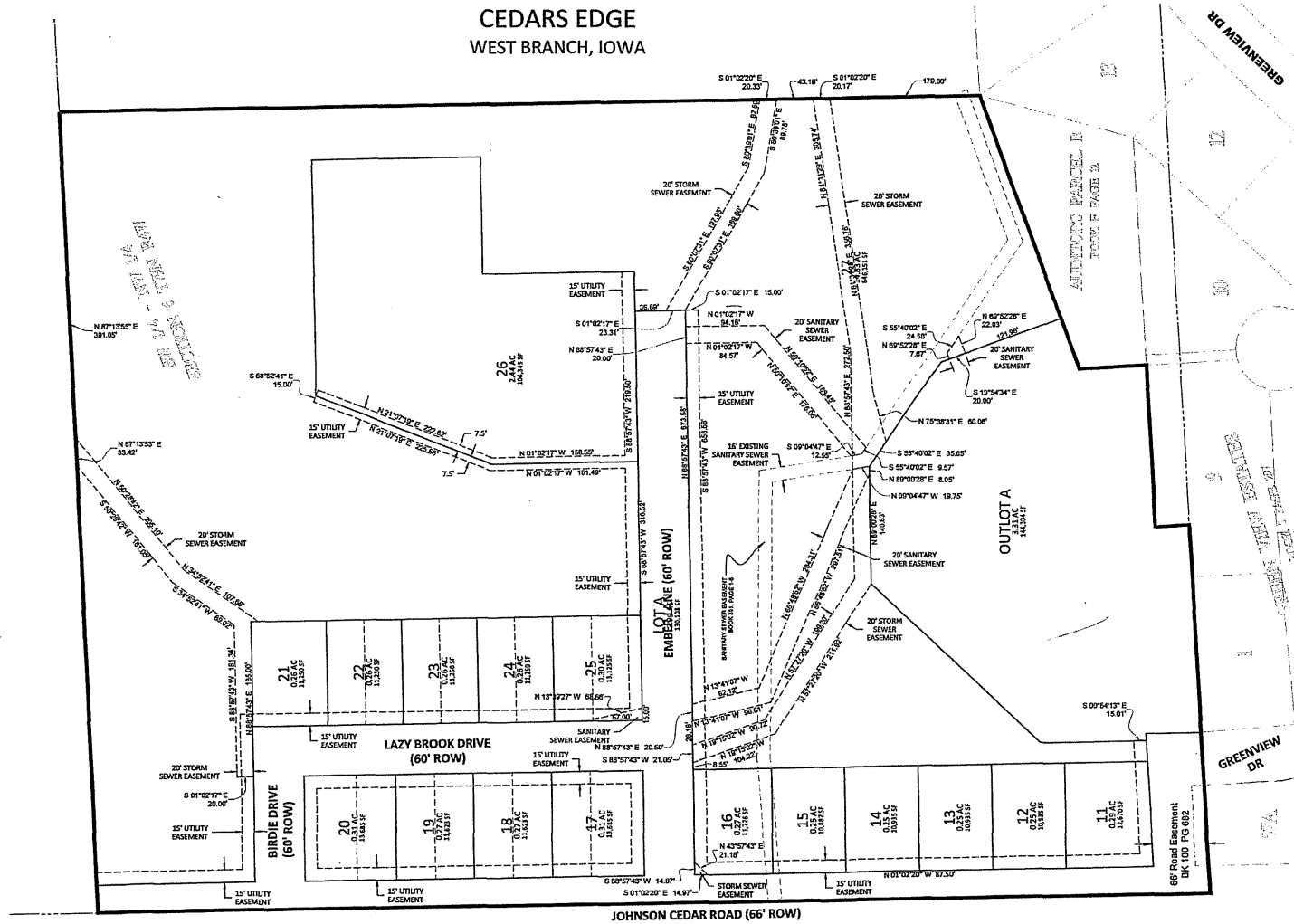
STAFF RECOMMENDATION:	Seek City Council Direction
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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FINAL PLAT

CEDARS EDGE

WEST BRANCH, IOWA



SUBDIVISION NAME
CEDARS EDGE
APPROVED BY
DATE 4/23/2019



AXIOM
CONSULTANTS
WWW.AXIOM-CONSULTANTS.COM

KEY	DESCRIPTION OF CHANGES	DATE

RECORDING	DATE

PROJECT NAME	DATE
CEDARS EDGE	APRIL 23, 2019

FINAL PLAT - EASEMENTS	DATE
2 OF 2	18-0013

BOOK 1465 PAGE 60



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	June 7, 2021
AGENDA ITEM:	Discussion Item: Consider Alternative Site(s) for Fireworks during Hoover Hometown Days Event.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Roger Laughlin, Mayor
DATE:	June 4, 2021

BACKGROUND:

It appears that the National Park Service maybe undergoing higher levels of scrutiny with regard to its position of allowing Firework displays within the National Parks. The level of requested items required of the contractor may not be possible to provide. Therefore, the city is investigating a plan B site to hold the firework display.

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

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