



**CITY COUNCIL MEETING NOTICE
TUESDAY, FEBRUARY 22, 2022 - 7:00 P.M.
CITY COUNCIL CHAMBERS
110 N. POPLAR STREET, WEST BRANCH, IOWA**

<https://zoom.us/j/5322527574>

or dial in phone number 1-312-626-6799 with Meeting ID 532 252 7574.

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda. /Move to action.
6. Approve Consent Agenda/Move to action.
 - a. Approve Minutes from the February 7, 2022 City Council regular meeting.
 - b. Approve a Class E Liquor license renewal for Eldr LLC (Little Lights)
 - c. Approve Claims for February 22nd
7. Presentations/Communications/Open Forum
 - a. Eagle Scout Project – Jeremy Budreau
8. Public Hearing/Non-Consent Agenda
 - a. Third Reading Ordinance 790 – Amending Title “Traffic and Vehicles” Chapter 65 “Stop or Yield Required”. / Move to action.
 - b. Second Reading Ordinance 791 – Rezoning an approximate 7.92-acre parcel from R-1 Residential District to R-2 Residential District. / Move to action.
 - c. Public Hearing – Proposed Property Maximum Tax Levy for FY2023
 - d. Resolution 2022-13 – Approving the Maximum Property Tax Levy for Fiscal Year 2023. / Move to action.
 - e. Resolution 2022-14 – Approving Pay Estimate 2 (final) for the I-80 Water Main Relocation, West Branch, Iowa Project. / Move to action.
 - f. Resolution 2022-15 – Approving a Professional Services Agreement with Impact 7G to prepare and submit an application for funding in the amount of \$500,000 to the Iowa Finance Authority. / Move to action.
 - g. Resolution 2022-16 – Approving an amendment to the certain purchase agreement with Duston Anderson. / Move to action.
 - h. Resolution 2022-17 – Approving various contracts for Hoover’s Hometown Days 2022 in the amount of \$2843.29. / Move to action.
9. Discussion – West Branch Dog Park and Animal Classifications
10. Discussion - Fire Department internal loan proposal
11. City Administrator Report
12. City Attorney Report
13. City Engineer Report
14. City Staff Reports
15. Comments from Mayor and Council Members
16. Motion to adjourn.

(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**

**February 7, 2022
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council regular meeting to order at 7:00 p.m. Roll call: Council members present: Colton Miller, Jerry Sexton, Jodee Stoolman, Tom Dean and Nick Goodweiler. City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, City Engineer Dave Schechinger, City Attorney Kevin Olson and Public Works Director Matt Goodale. City Staff attending via Zoom: Parks & Recreation Director Melissa Russell, Finance Officer Heidi Van Auken, Police Chief John Hanna, and Library Director Nick Shimmin.

APPROVE THE AGENDA

Motion by Sexton, second by Goodweiler to approve the Agenda. Motion carried on a voice vote.

APPROVE CONSENT AGENDA

Approve Minutes from the January 18, 2022 City Council regular meeting.

Accept the resignation of Gina Heick from the Animal Control Commission.

Appoint Kim Hanna to the Parks & Recreation Commission, term expiration 12/31/2024.

Approve Gabriella Rushton as a Fire Cadet with the West Branch Volunteer Fire Department.

Approve Claims for February 7th

Review the November & December Monthly Financial Reports

CLAIMS PAID AND NOVEMBER / DECEMBER 2021 REVENUES 2/7/2022		
EXPENDITURES		
AERO RENTAL INC	BOOM LIFT RENTAL - LIGHTS	616.50
ALTORFER INC	SKID LOADER LIGHT	96.54
AMAZON.COM.CA., INC.	BOOTS - PD UNIFORM	124.95
AMERICAN PUBLIC WORKS ASSOC	MEMBERSHIP RENEWAL	222.00
AXON ENTERPRISE, INC.	TASER PAYMENT 5	1,129.92
BMI	ANNUAL MUSIC LICENSE FEE	391.00
CEDAR COUNTY COOPERATIVE	FUEL - PW	1,281.00
ECKERMAN, RAMONA	BLDG INCENTIVE PAYMENT	111.91
GONGORA, JOSE	SAFETY CONSULTING	2,450.00
HAWKINS INC	CHEMICALS	1,581.58
HI-LINE INC	SHOP SUPPLIES	66.98
JAYME CILEK	CLEANING SERVICES	243.00
JOHNSON COUNTY REFUSE INC.	TRASH & RECYCLING JAN 2022	16,437.75
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,541.51
LYNCH'S EXCAVATING INC	MAIN BREAK REPAIR	5,379.55
MERIDITH COLEMAN	BLDG INCENTIVE PAYMENT	925.16
MOORE'S WELDING INC	REPAIRS FOR PLOW SPREADER	679.89
OLSON, KEVIN D	LEGAL SERVICES FEB 2022	1,500.00
ORIENTAL TRADING CO. INC	REC SUPPLIES	234.60
PORT 'O' JONNY INC	SERVICE-WAPSI PARK & CEMETERY	257.97
PROTECT YOUTH SPORTS	BACKGROUND CHECK	189.00
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	913.00
QUILL CORP	SUPPLIES	162.90
ROBERT PRATT & MINDY KRAUS	BLDG INCENTIVE PAYMENT	875.37
ROCK VALLEY PHYSICAL THERAPY	DRUG TESTING	43.00
STATE INDUSTRIAL PRODUCTS	CHEMICALS	236.00
THE HOME DEPOT PRO	JANATORIAL SUPPLIES	48.01
THOMAS HEATING & AIR LLC	FURNACE FILTERS	54.00
ULINE	CLEANING SUPPLIES	122.72
USA BLUE BOOK	CHLORINE PIPING PARTS	23.79
VEENSTRA & KIMM INC	VARIOUS PROJECTS	88,457.00
TOTAL		126,396.60
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	1/21/2022 & 2/4/2022	109,116.64

PAID BETWEEN MEETINGS

ALLIANT ENERGY	10,861.39
AMAZON.COM	108.00
BOUND TREE MEDICAL LLC	28.79
CJ COOPER & ASSOC	189.20
CULLIGAN WATER TECH	55.13
HEIMAN FIRE EQUIP	270.40
HOSPERS & BROTHER PRINTERS	73.67
MIDSTATES ORG CRIME INFO	100.00
PITNEY BOWES PURCHASE POWER	551.75
US BANK CORPORATE CARD	504.47
WAGeworks	84.77
UNUM LIFE INSURANCE COMPANY	660.23
WELLMARK	18,968.70
TOTAL	32,456.50
GRAND TOTAL EXPENDITURES	267,969.74

FUND TOTALS

001 GENERAL FUND	73,205.14
022 CIVIC CENTER	1029.81
031 LIBRARY	12912.96
110 ROAD USE TAX	20,128.23
112 TRUST AND AGENCY	33,458.52
323 I-80 WEST, WATER MAIN REL	70
324 WW TREATMT FAC	87,450.00
326 ROUNABOUT MAIN & CEDAR	286
327 SPONS WATER QUALITY	372
600 WATER FUND	26,021.27
610 SEWER FUND	12,951.04
950 BC/BS FLEXIBLE BENEFIT	84.77
GRAND FUND TOTAL	267,969.74

REVENUE-FISCAL YEAR 2022

FUND NOVEMBER

001 GENERAL FUND	139,037.45
022 CIVIC CENTER	1,003.20
031 LIBRARY	11,449.16
036 TORT LIABILITY	1,942.59
110 ROAD USE TAX	22,021.87
112 TRUST & AGENCY	12,638.42
119 EMERGENCY TAX FUND	1,744.56
121 LOCAL OPTION SALES TAX	69,044.19
125 TIF	31,178.83
226 DEBT SERVICE	14,866.04
300 CAPITAL IMPROVEMENT RESERVE	2,568.45
302 ARPA FUND	622.11
324-WW TREATMENT FAC IMPMT	29,150.00
600 WATER FUND	61,264.14
610 SEWER FUND	65,900.16
740 STORM WATER UTILITY	5,425.94
TOTAL	469,857.11

REVENUE-FISCAL YEAR 2022

FUND DECEMBER

001 GENERAL FUND	132,822.04
022 CIVIC CENTER	1,065.26
031 LIBRARY	1,013.63
036 TORT LIABILITY	1,067.31
110 ROAD USE TAX	24,984.02
112 TRUST & AGENCY	6,943.59
119 EMERGENCY TAX FUND	958.45
121 LOCAL OPTION SALES TAX	24,614.78
125 TIF	7,918.40
226 DEBT SERVICE	7,548.13
300 CAPITAL IMPROVEMENT RESERVE	1,411.18
500 CEMETERY PERPETUAL FUND	48.43
501 KROUTH PRINCIPAL FUND	43.23

502 KROUTH INTEREST FUND	19.30
600 WATER FUND	43,320.73
610 SEWER FUND	50,390.40
740 STORM WATER UTILITY	5,055.31
TOTAL	309,224.19

Miller asked if the City had been reimbursed by IDOT for the payment to Summers Excavating for the I-80 Water Main Relocation project. Schechinger said he was working with staff to provide the required documentation and that the city should receive repayment soon.

Motion by Dean second by Goodweiler to approve the Consent agenda. AYES: Dean, Goodweiler, Stoolman, Miller, Sexton. NAYS: None. Motion carried.

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM - NONE

Rod Ness, Cedar County Economic Development Commission (CCEDCO) attended the meeting to provide an update on the groups mission and recent activities. Ness said that CCEDCO offers a community driven approach to economic development based on a Local First orientation, focused on long-term sustainable growth by leveraging existing community assets. Ness highlighted a few of the group's recent accomplishments during FY20-21 such as: implemented the State of Iowa Home Base Community designation, secured Iowa Great Places designation for another two years, and continues to build GrowHere.org campaign awareness. Ness added that for FY22-23, the group will work on county welcome signage, update their website and improve content, implement the Seeding Cedar Program to help communities offset tree damage to the tree canopy, provide economic support and partnership to the Hometown Pride Program and leverage the County's Home Base Community designation to secure additional business partners.

PUBLIC HEARING / NON-CONSENT AGENDA

Motion to set the FY2023 Budget Max Levy Public Hearing date – February 22, 2022. /Move to action.
Second Reading Ordinance 790 – Amending Title “Traffic and Vehicles” Chapter 65 “Stop or Yield Required”.
/ Move to action.

Motion by Sexton, second by Goodweiler. AYES: Sexton, Goodweiler, Miller, Stoolman, Dean. NAYS: None. Motion carried.

Second Reading Ordinance 790 – Amending Title “Traffic and Vehicles” Chapter 65 “Stop or Yield Required”.
/ Move to action.

Motion by Miller, second by Sexton to approve second reading of Ordinance 790. AYES: Miller, Sexton, Stoolman, Dean, Goodweiler. NAYS: None. Motion carried.

Public Hearing – Proposal to rezone an approximate 7.92-acre parcel in The Meadows Subdivision, West Branch, Iowa.

Laughlin opened the public hearing at 7:19 p.m. Chris Kofoed, Meadows Development Inc. explained that the rezoning request from R-1 to R-2 would match the zoning on either side of the property on Prairie View Drive and south on Ridge View Drive. Kofoed said his engineers were still working on the plat and lot sizes as they have two developers interested in the parcel. Kofoed also stated that a detention basin may be needed due to drainage from the Greenview Subdivision. There were no other public comments. Laughlin closed the public hearing at 7:21 p.m.

First Reading Ordinance 791 – Rezoning an approximate 7.92-acre parcel from R-1 Residential District to R-2 Residential District. / Move to action.

Laughlin said his only concern with the R-2 zoning is that homes on Dawson and Prairie View Drive (on the west end) are all “starting to look alike” and that wasn't what he envisioned for the city's growth. Sexton agreed with Laughlin's comments and asked if the Meadows would create a covenant to avoid further repetition. Kofoed said depending on who purchases the lots, they could be single family homes which may satisfy their concerns. There were no other comments from the Council.

Motion by Dean, second by Miller to approve first reading of Ordinance 791. AYES: Dean, Miller, Sexton, Stoolman, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-07 –Setting a Public Hearing on the Plans, Specifications, Estimate of Cost and Form of Contract: ordering Bids and directing Notice of the same: all for the West Branch Wastewater Treatment Facility Project. / Move to action.

Motion by Miller, second by Dean to approve Resolution 2022-07. AYES: Miller, Dean, Stoolman, Goodweiler, Sexton. NAYS: None. Motion carried.

Resolution 2022-08 –Approving various contracts for Hoover’s Hometown Days 2022 in the amount of \$15,050.00. / Move to action.

Stoolman said she struggles with approving expenses for a “party” when a tight budget year (or two) are imminent for the city. Recent budget discussions have the Council re-thinking how much the event costs tax payers and wondered where expenses could be cut in the event or how the city could re-coup some of the money spent on the event. Also, surmising that the inflatables are the second most expensive item of the event next to the fireworks. Council asked if staff had considered the idea of charging for the inflatables by selling wristbands. Russell said she had done some checking and that in order to charge an admission, the National Park Service (where the inflatable are placed) would require a special permit that would cost the city \$618 dollars. Russell said the Hoover’s Hometown Days committee would be discussing the matter further at their next meeting. She added that a community survey was done after last year’s event and inflatables were listed as one of the most popular activities for the kids. Russell said she would report back to the Council when more details were worked out. Brick added that a good share of the donations received for the event each year were for the children’s activities, stages and musical events which help off-set the total cost of those activities.

Motion by Goodweiler, second by Dean to approve Resolution 2022-08. AYES: Goodweiler, Dean, Stoolman, Miller, Sexton. NAYS: None. Motion carried.

Resolution 2022-09–Approving a fireworks agreement with J&M Displays for Hoover’s Hometown Days 2022. /Move to action.

Two options were offered this year from the vendor due to rising cost of goods and shipping. The council decided to stick with their original budget of \$25,000 even though in meant a shorter firework show.

Motion by Dean, second by Sexton to approve Resolution 2022-09. AYES: Dean, Sexton, Miller, Stoolman, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-10 – Amending a policy regarding the use of credit cards. / Move to action.

Van Auken explained the current process for city credit card use by employees and mentioned the challenges that brought about this requested change. She explained this new policy would provide department directors with their own city issued credit card and would be responsible for reconciling and turning in receipts to her for timely payments to the vendor. The Council questioned the meal expense when on city business. Brick clarified that currently liquor and gratuity are not reimbursable expenses according to the employee handbook. The council agreed with the policy but wanted staff to clarify the meal expense portion of the resolution to match the employee handbook.

Motion by Sexton, second by Goodweiler to approve Resolution 2022-10. AYES: Sexton, Goodweiler, Stoolman, Dean, Miller. NAYS: None. Motion carried.

Resolution 2022-11 – Establishing a Reserve Requirements Policy. / Move to action.

Kofoed reminded the Council of this discussion during budget work sessions and that this policy will help him and the finance officer monitor the various funds and reserves to maintain solvency. He said the purpose of the policy is to discipline this council and future council for the start of financial stability and said it would also be a policy for himself and the finance officer to report to the Council.

Motion by Goodweiler, second by Dean to approve Resolution 2022-11. AYES: Goodweiler, Dean, Miller, Stoolman, Sexton. NAYS: None. Motion carried.

Resolution 2022-12 – Setting a date for Consultation and a date for a Public Hearing on the proposed Amendment #4 to the Amended and Restated West Branch Urban Renewal Plan. / Move to action.

Olson said this consultation and amendment #4 is for adding Dawson Plaza to the Urban Renewal Plan. Olson said their will be another amendment for other projects still under negotiation at a future date.

Motion by Goodweiler, second by Sexton to approve Resolution 2022-12. AYES: Goodweiler, Sexton, Stoolman, Dean, Miller. NAYS: None. Motion carried.

Discussion – Herbert Hoover Hwy / Cedar-Johnson Road Roundabout Update (Dave Schechinger)

Schechinger asked the Council for direction to proceed with Johnson County Engineers to get final costs estimates for the project which will include additional financial responsibility for the city due to the 1977 28E Agreement regarding responsibility of future improvements to Cedar-Johnson Road. While the Council was not happy that the 1977 agreement was binding, the majority of the Council felt that proceeding with the roundabout is still the safest option for that area of town with future development in The Meadows and the increased high school and middle school traffic. Four council members agreed to move forward with the project as costs continue to rise. Stoolman said ‘no’ to the project.

Discussion – Impact 7G Grant Proposal (City Administrator Adam Kofoed)

Kofoed explained that the city was in a position to be eligible for \$500,000 grant from the Iowa Finance Authority Watershed Infrastructure Fund for Watershed Protection Projects. Kofoed said the project selected is in The Meadows subdivision. Kofoed who has family ties to the developer of The Meadows, asked City Engineer Dave Schechinger explain why this property was selected. Schechinger said Impact 7G prepared a Watershed Assessment in 2021 and The Meadows was listed as one of the top three priority projects. Kofoed said the grant requires a 5% match (or \$25,000) which would come from the \$719,000 grant the City recently received for the Wapsi Creek Widening project. In addition, the application cost is \$10,000 which would be paid from by storm water utility funds. The Council agreed with Kofoed’s and Schechinger’s proposal and directed them to proceed with preparing a resolution for consideration.

Discussion - Tree Committee update (Public Works Director Matt Goodale)

Goodale said the committee revised their plan for trees sizes based on Council feedback. He said the larger trees would not impact the amount of funds they’d request from the tree budget, only that they would plant less of them on residents’ properties. Goodale said he supports the groups efforts and said that it would take some of the burden off of his staff. He also suggested that once the committee is established and priorities identified, that the committee should be added to the West Branch Code of Ordinances. The council approved of the committees revised plan.

CITY ADMINISTRATOR REPORT

Kofoed stated that he is closely monitoring recent legislative changes regarding the reduction of state tax and the possibility in the reduction of local option sales tax (LOST) and how that would affect the city. Kofoed said his big concern for the LOST, is that the city uses it to pay for the \$4M park improvements bond. Kofoed said he will keep monitoring the situation and keep the Council advised of any new developments.

CITY ATTORNEY REPORT

Olson added that the current legislature “continues its assault on cities” and felt they are trying to take away local control.

CITY ENGINEER REPORT

Schechinger reported on his recent activities with The Meadows Part 3 & 5. Part 3 bringing a new developer to town with a mix of commercial and residential property. Part 5, rezoning from R-1 to R-2. He continues to work with adjacent property owners along the Wapsi Creek/Beranek Park (creek widening), Waste Water Treatment Facility will be going out to bid soon with construction scheduled to start in the spring.

STAFF REPORTS

No reports.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Laughlin reported on the Community Visioning Committee had its first meeting and that community surveys would developed and would be going out soon. He said he would be attending a Lower Cedar Watershed Authority meeting this week and said the group may be requesting more funds from the city. Laughlin said currently the city gives them \$500 per year. Laughlin also said he was approached by a resident regarding contingency money left over from Cubby Park being used for the Wapsi Creek Widening project. The resident felt that those funds were for Cubby Park and that additional pickle ball courts were needed due its popularity.

Miller said he was approached by a resident who rents a storage building on N. 4th St. and was wanting to get a car dealer's license from the state in order to buy cars at an auction, fix them up and re-sell them. However, based on the current I-2 zoning of the property, car sales are not allowed. Miller asked if there was any reason the Code could be changed to allow that in that particular zone. Olson replied that he would check the state code to see if a special exception or special use permit could be granted by the Zoning Board of Adjustment.

Stoolman brought up the recent fire at West Branch Roofing and was glad that the city had upgraded water mains on E. College Street with the bridge project. She added that it served as a good reminder that proper sized water mains are important for improving on the east side of town, which is a priority for this Council.

ADJOURNMENT

Motion to adjourn the regular meeting by Miller, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 8:55 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 22, 2022
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AGENDA ITEM:	Approve Class C Liquor License, Class B Native Wine, with Outdoor Service and Sunday Sales for Eldr. LLC., 2 Ember Lane, West Branch
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	February 11, 2022
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BACKGROUND:

Approve Class C Liquor License (LC) (Commercial) with the following privileges:

Class B Native Wine
Outdoor Service
Sunday sales

Little Lights on the Lane, 2 Ember Lane, West Branch, IA.

Renewal is effective March 1, 2022 – February 28, 2023.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 22, 2022
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AGENDA ITEM: Claims

PREPARED BY: Heidi Van Auken

DATE: February 15, 2022

SUMMARY:

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

EXPENDITURES**2/22/2022**

AMAZON	VARIOUS ITEMS - LIBRARY	518.36
AMAZON.COM.CA.,INC	SUPPLIES	26.73
BAKER & TAYLOR INC.	BOOKS	453.08
BANKERS ADVERTISING COMPANY	NAME BADGES	53.28
BIG COUNTRY SEEDS INC	ICE MELT BAGS	852.60
CAPITAL ONE	LIBRARY WALMART CHARGES	274.40
CARRIE A HOURIGAN	CLEANING SERVICES - LIBRARY	322.00
CEDAR COUNTY RECORDER	RECORDING FEES	42.00
D&R PEST CONTROL	PEST CONTROL - LIBRARY	70.00
DONAHUES CARPET & UPHOLSTERY	CARPET CLEANING - LIBRARY	551.08
ELECTRIC PUMP INC	TRASH BASKET REPAIR	1,293.00
HI-LINE INC	SHOP SUPPLIES	26.38
IOWA ASSN. MUN. UTILITIES	2022-23 WATER MEMBER DUES	800.00
IOWA DNR	EXAM FEE	60.00
IOWA PARK AND RECREATION ASSOC	CONFERENCE FEE	255.00
KANOPY	ON DEMAND VIDEO SERVICE	54.00
KLINKKAMMER, MICHAEL & ANGIE	BLDG INCENTIVE PAYMENT	724.97
LYNCH'S EXCAVATING INC	WATER MAIN REPAIR PARKSIDE	2,932.75
MUNICIPAL SUPPLY INC	WATER METERS & SUPPLIES	22,306.50
NAT RECREATION AND PARKS ASSOC	NRPA MEMBERSHIP FEE	175.00
OASIS ELECTRIC LLC	POWER DOORS SERVICE	300.00
OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	739.46
PARKSIDE SERVICE	SKIDLOADER TIRES	1,444.00
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE - CITY	500.00
PREMIER PARTS TIPTON	SHOP SUPPLIES/MAINT MTRLS	119.85
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	804.75
QUILL CORP	SUPPLIES - LIBRARY	69.42
STATE HYGIENIC LAB	LAB ANALYSIS	40.50
SUMMERS' ENTERPRISE INC	I80 WATER MAIN RELOCATION	9,488.20
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	2,986.65
USA BLUE BOOK	PAINT	144.26
TOTAL		48,428.22

**PAYROLL-WAGES, TAXES, EMPLOYEE
BENEFITS**

2/18/2022 59,873.92

PAID BETWEEN MEETINGS

ALLIANT ENERGY	ALLIANT ENERGY	11,670.99
AT&T MOBILITY	WIRELESS SERVICE	344.16
CEDAR COUNTY COOP	FUEL - FIRE DEPT	659.68
CEDAR COUNTY FIREFIGHTERS ASSOC	2022 MEMBER DUES	15.00
CULLIGAN WATER TECH	WATER SOFTNER SERVICE	25.20
ECKERMAN, RAMONA	BLDG INCENTIVE PAYMENT	1,000.00

HEIMAN FIRE EQUIPMENT	LEATHER BOOTS	314.00
JOHN DEERE FINANCIAL	SUPPLIES	131.08
JOHNSON COUNTY MUTUAL AID ASSOC	2022 JCMAA DUES	77.00
LINN COUNTY REC	STREET LIGHTS	207.80
QUILL CORP	OFFICE SUPPLIES	52.14
TRUCK COUNTRY	FIRE TRUCK SERVICE	204.65
VERIZON WIRELESS	VERIZON WIRELESS	392.52
WEST BRANCH REPAIRS	EXHAUST REPAIR - FIRE DEPT	28.70
WEX BANK	VEHICLE FUEL	1,234.78
GLOBAL PAYMENTS	JANUARY CREDIT CARD FEES	783.92
VARIOUS VENDORS	UTILITY REFUNDS	65.38
WAGeworks	EMPLOYEE FLEX PLAN	10.00
TOTAL		17,217.00

GRAND TOTAL EXPENDITURES	125,519.14
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FUND TOTALS	
001 GENERAL FUND	32,623.51
022 TOWN HALL	925.16
031 LIBRARY	10,309.50
110 ROAD USE TAX	10,247.35
112 TRUST AND AGENCY	15,533.59
323 I-80 WEST, WATER MAIN RELOC	9,488.20
600 WATER FUND	36,991.32
610 SEWER FUND	9,390.51
950 BC/BS FLEXIBLE BENEFIT	10
GRAND FUND TOTAL	125,519.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	QUILL CORP US BANK CORPORATE CARD AMAZON.COM.CA., INC.	SUPPLIES	47.86
			CREDIT CARD PURCHASES	74.00
			SUPPLIES	26.73
			TOTAL:	148.59
FIRE OPERATION	GENERAL FUND	US BANK CORPORATE CARD	CREDIT CARD PURCHASES	524.04
			CREDIT CARD PURCHASES	6.00
			TOTAL:	530.04
PARK & RECREATION	GENERAL FUND	NATIONAL RECREATION AND PARK ASSOCIATI IOWA PARK AND RECREATION ASSOCIATION US BANK CORPORATE CARD	NRPA MEMBERSHIP FEE	175.00
			CONFERENCE FEE	255.00
			CREDIT CARD PURCHASES	12.00
			CREDIT CARD PURCHASES	411.50
			CREDIT CARD PURCHASES	13.47
			CREDIT CARD PURCHASES	25.99
			CREDIT CARD PURCHASES	207.96
			CREDIT CARD PURCHASES	176.65
			TOTAL:	1,277.57
ECONOMIC DEVELOPMENT	GENERAL FUND	KLINKKAMMER, MICHAEL & ANGELA	BLDG INCENTIVE PAYMENT	724.97
			TOTAL:	724.97
CLERK & TREASURER	GENERAL FUND	US BANK CORPORATE CARD	CREDIT CARD PURCHASES	110.70
			CREDIT CARD PURCHASES	350.00
			CREDIT CARD PURCHASES	830.24
			CREDIT CARD PURCHASES	29.00
		PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE - CITY	166.67
			TOTAL:	1,486.61
LEGAL SERVICES	GENERAL FUND	CEDAR COUNTY RECORDER	RECORDING FEES	42.00
			TOTAL:	42.00
LOCAL CABLE ACCESS	GENERAL FUND	US BANK CORPORATE CARD	CREDIT CARD PURCHASES	6.00
			TOTAL:	6.00
LIBRARY	LIBRARY	OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	355.47
			DIGITAL AND AUDIO BOOKS	383.99
		OASIS ELECTRIC LLC	POWER DOORS SERVICE	300.00
			SUPPLIES - LIBRARY	21.56
		QUILL CORP	BOOKS	254.02
			BOOKS	199.06
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	40.00
			CREDIT CARD PURCHASES	69.54
			CREDIT CARD PURCHASES	39.56
			PEST CONTROL - LIBRARY	70.00
		D&R PEST CONTROL	CARPET CLEANING - LIBRARY	551.08
			NAME BADGES	53.28
		DONAHUES CARPET & UPHOLSTERY CLEANING	VARIOUS ITEMS - LIBRARY	445.71
			VARIOUS ITEMS - LIBRARY	16.82
		BANKERS ADVERTISING COMPANY	VARIOUS ITEMS - LIBRARY	38.94
			VARIOUS ITEMS - LIBRARY	16.89
		KANOPY	ON DEMAND VIDEO SERVICE	35.00
			ON DEMAND VIDEO SERVICE	19.00
		CAPITAL ONE	LIBRARY WALMART CHARGES	139.04
			LIBRARY WALMART CHARGES	57.88
			LIBRARY WALMART CHARGES	11.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VARIOUS ITEMS	37.92
			VARIOUS ITEMS	8.48
			VARIOUS ITEMS	19.64
		CARRIE A HOURIGAN	CLEANING SERVICES - LIBRAR	322.00
			TOTAL:	3,506.32
ROADS & STREETS	ROAD USE TAX	PARKSIDE SERVICE	SKIDLOADER TIRES	1,444.00
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	30.00
		HI-LINE INC	SHOP SUPPLIES	26.38
		BIG COUNTRY SEEDS INC	ICE MELT BAGS	852.60
			TOTAL:	2,352.98
CAPITAL PROJECT	I-80 WEST, WATER M	SUMMERS' ENTERPRISE INC	I80 WATER MAIN RELOCATION	9,488.20
			TOTAL:	9,488.20
WATER OPERATING	WATER FUND	IOWA DEPARTMENT OF NATURAL RESOURCES	EXAM FEE	60.00
		MUNICIPAL SUPPLY INC.	WATER METERS & SUPPLIES	22,306.50
		LYNCH'S EXCAVATING INC	WATER MAIN REPAIR PARKSIDE	2,932.75
		STATE HYGIENIC LAB	LAB ANALYSIS	40.50
		IOWA ASSN. MUN. UTILITIES	2022-23 WATER MEMBER DUES	400.00
		US BANK CORPORATE CARD	CREDIT CARD PURCHASES	30.00
		PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE - CITY	166.67
		USA BLUE BOOK	PAINT	72.13
			TOTAL:	26,008.55
SEWER OPERATING	SEWER FUND	IOWA ASSN. MUN. UTILITIES	2022-23 WATER MEMBER DUES	400.00
		QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	804.75
		PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE - CITY	166.66
		ELECTRIC PUMP INC	TRASH BASKET REPAIR	1,293.00
		USA BLUE BOOK	PAINT	72.13
		PREMIER PARTS TIPTON	SHOP SUPPLIES/MAINT MTRLS	119.85
			TOTAL:	2,856.39

===== FUND TOTALS =====		
001	GENERAL FUND	4,215.78
031	LIBRARY	3,506.32
110	ROAD USE TAX	2,352.98
323	I-80 WEST, WATER MAIN REL	9,488.20
600	WATER FUND	26,008.55
610	SEWER FUND	2,856.39

	GRAND TOTAL:	48,428.22



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 22, 2022
--

AGENDA ITEM: Eagle Scout Project-Jeremy Budreau
--

PREPARED BY: Melissa Russell, Parks and Recreation Director
--

DATE: February 15, 2022

BACKGROUND:

Jeremy Budreau approached Director Russell regarding potential projects at various parks in West Branch. Russell provided Mr. Budreau with a list of projects including, but not limited to a trellis project at Cubby pavilion, a gaga pit, horseshoe pits and permanent bag boards. Russell informed Budreau he would need to present to both the Parks and Recreation Commission and the City Council regarding the project.

August 12, Budreau spoke with the Parks and Recreation Commission regarding the addition of horseshoe pits and bag boards. Commissioner Klein inquired about the potential cost of the project and more details. Budreau will get cost estimates and potential locations to the Parks and Recreation Commission. Budreau will fundraise for the project.

Jeremy Budreau spoke with the Parks and Recreation Commission again on November 4, 2021, regarding the projects. He discussed with Commission the possibility of placing the two sets of bag boards at Wapsi and 2 horseshoe pits at Beranek. The Park and Recreation Commission provided feedback regarding design and location. The Commission stated they would like to make sure they are placed in a location that could add to expansion and will not interfere in future plans in the park. They would prefer to see the bag boards at Wapsi Park and the horseshoe pits at Beranek Park. West Branch Parks and Recreation will also have equipment for rentals if people need horseshoes or bags. Assorted designs of horseshoe pits were discussed and gave feedback to Budreau regarding preferred design. Russell will discuss with the Public Works department the locations of the bag boards and horse pits so it will be minimal maintenance. Budreau will start fundraising amongst friends, family and select businesses. Estimated project cost around \$3000. Construction may start in the summer of 2022 if the all of the money has been obtained and the project is approved.

STAFF RECOMMENDATION: Approve Jeremy Budreau's Eagle Scout Project

REVIEWED BY CITY ADMINISTRATOR:
--

COUNCIL ACTION:

MOTION BY:

SECOND BY:

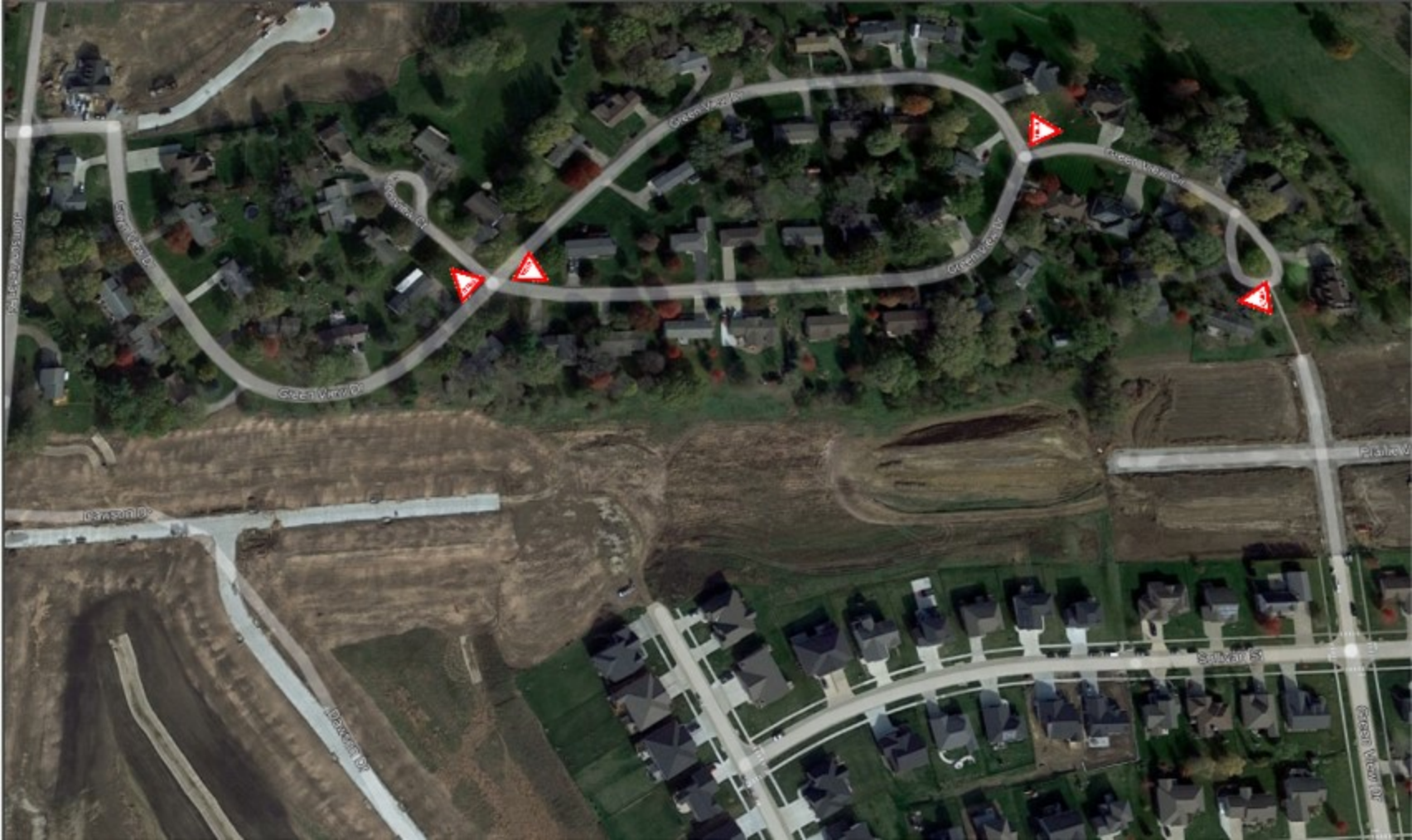


S 1st St

Cookson Dr

E 3rd St





ORDINANCE 790

AN ORDINANCE AMENDING TITLE "TRAFFIC AND VEHICLES" CHAPTER 65 "STOP OR YIELD REQUIRED".

WHEREAS, the West Branch City Council finds it in the best interest of the residents of West Branch to have yield signs installed on Cookson Drive at its intersection with South First Street, on Greenview Court at its intersection with Greenview Drive, on Greenview Drive southern loop westbound lane at its intersection with Greenview Drive, on Greenview Circle at its intersection with Greenview Drive and the southbound portion of the traffic circle on Greenview Circle at its intersection with Greenview Drive in order to provide for the safety of the West Branch Community.

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

Section 1: Amendment. The Code of Ordinances is hereby amended by the City Council of West Branch, Iowa by adding the following new subsections to Title, "TRAFFIC AND VEHICLES", Chapter 65, "STOP OR YIELD REQUIRED", Section 65.03, YIELD REQUIRED.

(Insert after current subsection)

Cookson Drive at its intersection with South First Street.

(Insert after current subsection)

Greenview Court at its intersection with Greenview Drive.

(Insert after current subsection)

On the westbound lane of the southern portion of Greenview Drive at its intersection with Greenview Drive.

(Insert after current subsection)

Greenview Circle at its intersection with Greenview Drive.

(Insert after current subsection)

Greenview Circle southbound portion of the traffic circle at its intersection with Greenview Drive.

ReNUMBER all remaining subsections after these changes.

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved this 22nd day of February, 2022

First Reading: January 18, 2022
Second Reading: February 7, 2022
Third Reading: February 22, 2022

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

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

ORDINANCE 791

AN ORDINANCE RE-ZONING AN APPROXIMATE 7.92-ACRE PARCEL FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DISTRICT.

WHEREAS, the Developer has petitioned the City of West Branch for a zoning district amendment for properties located in the Meadows Subdivisions, said parcel being legally described as:

THE MEADOWS SUBDIVISION PART 5 BEING PART OF AUDITOR'S PARCEL G, AS RECORDED IN PLAT BOOK I, PAGE 103 OF THE CEDAR COUNTY RECORDER'S OFFICE, IN THE NORTHWEST FRACTIONAL QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) AND THE NORTHEAST FRACTIONAL QUARTER (NE ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 4 WEST, IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8 OF THE MEADOWS SUBDIVISION PART 4B AS RECORDED IN BOOK 1554 PAGE 326 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG THE NORTH LINE OF SAID PARCEL G N86°46'49"E, 1017.99 FEET TO THE NORTHWEST CORNER OF LOT 25 OF LOETHEN RIDGE ESTATES AS RECORDED IN BOOK 1553, PAGE 129 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG THE EAST LINE OF SAID LOETHEN RIDGE ESTATES S00°54'09"W, 331.54 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID LOETHEN RIDGE ESTATES; THENCE N86°03'04"W, 75.92 FEET ALONG THE NORTH LINE OF THE MEADOWS SUBDIVISION PART 2 AS RECORDED IN BOOK 1387, PAGE 78 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH LINE S86°46'30"W, 234.26 FEET; THENCE ALONG SAID NORTH LINE S77°42'45"W, 246.67 FEET; THENCE ALONG SAID NORTH LINE N15°39'23"W, 32.45 FEET; THENCE ALONG SAID NORTH LINE N88°48'26"W, 80.24 FEET; THENCE ALONG SAID NORTH LINE S61°03'30"W, 68.43 FEET; THENCE ALONG SAID NORTH LINE N28°56'30"W, 23.66 FEET; THENCE ALONG SAID NORTH LINE S61°03'30"W, 271.17 FEET TO THE EAST LINE OF SAID MEADOWS SUBDIVISION PART 4B; THENCE ALONG SAID EAST LINE N18°57'41"W, 118.97 FEET; THENCE ALONG SAID EAST LINE N86°46'30"E, 13.79 FEET; THENCE ALONG SAID EAST LINE N03°13'30"W, 198.71 FEET; THENCE ALONG SAID EAST LINE S86°46'30"W, 19.26 FEET; THENCE ALONG SAID EAST LINE N03°13'30"W, 135.10 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 7.92 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

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

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

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

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

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

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

Section 4. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this ____ day of _____, 2022.

Read First Time: February 7, 2022

Read Second Time: February 22, 2022

Read Third Time:

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF WEST BRANCH - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/22/2022 **Meeting Time:** 07:00 PM **Meeting Location:** 110 N. Poplar Street West Branch, IA 52358

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
<https://westbranchiowa.org/>

City Telephone Number
 (319) 643-5888

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	150,927,653	153,020,406	153,020,406	
Tax Levies:				
Regular General	1,222,514	1,222,514	1,239,466	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center	10,000	10,000	20,658	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	45,378	45,378	72,000	
Support of Local Emer. Mgmt. Commission	9,465	9,465	11,126	
Emergency	40,750	40,750	41,316	
Police & Fire Retirement			0	
FICA & IPERS	154,593	154,593	165,000	
Other Employee Benefits	140,621	140,621	163,000	
Total Tax Levy	1,623,321	1,623,321	1,712,566	5.49
Tax Rate	10.75562	10.60853	11.19175	

Explanation of significant increases in the budget:

State mandated property tax reductions and aid forced the city to cut operational expenses with limited property revenue. The additional revenue asked, will be funding new paid on call emergency responders due to limited volunteerism, liability insurance increases, and responds to increased demand of services due to population growth.

If applicable, the above notice also available online at:

-

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

RESOLUTION 2022-13

A RESOLUTION APPROVING THE MAXIMUM PROPERTY TAX LEVY
FOR FISCAL YEAR 2023 (JULY 1, 2022- JUNE 30, 2023)

WHEREAS, the City Council of the City of West Branch, Iowa, has considered the proposed Fiscal Year 2023 (July 1, 2022 to June 30, 2023), city maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required by law and posted on city web site and/or social media accounts; and

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on February 22, 2022, at 7:00 pm at the West Branch City Hall, at 110 N. Poplar Street, West Branch, Iowa; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the maximum property tax dollars for the affected tax levies for FY23 shall not exceed the following total:

Total maximum levy for affected property tax levies - \$1,712,566.00

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for Fiscal Year 2023 represents an increase of greater than 102% from the Maximum Property Tax dollars requested for FY 22 (July 1, 2021 – June 30, 2022).

Roll Call Vote:

Colton Miller	– Yea / Nay
Jodee Stoolman	– Yea / Nay
Nick Goodweiler	– Yea / Nay
Tom Dean	– Yea / Nay
Jerry Sexton	– Yea / Nay

* * * * *

Passed and approved this 22nd day of February, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

RESOLUTION 2022-14

RESOLUTION APPROVING PAY ESTIMATE 2 (FINAL) FOR THE I-80 WATER MAIN
RELOCATION, WEST BRANCH, IOWA PROJECT.

WHEREAS, Summers' Enterprise, Inc., of Masonville, Iowa was awarded the construction contract for the I-80 Water Main Relocation, West Branch, Iowa Project (the "Project") by the West Branch City Council through the passage of Resolution 1983 on March 1, 2021 in the amount of \$189,764; and

WHEREAS, Veenstra & Kimm, Inc. has declared that said Project has now been completed in accordance with the plans and specifications on the Project, based on observations during construction, certification by the material suppliers, testing performed, and an on-site review of the completed construction by Project Engineer Dave Schechinger, P.E.; and

WHEREAS, Pay Estimate 1, in the amount of \$180,275.80 was paid on January 3, 2022; and

WHEREAS, it is now necessary to make the final payment (retainage) for the project in the amount of \$9,488.20 to Summers' Enterprise, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, approves Pay Estimate 2 (final) for the I-80 Water Main Relocation, West Branch, Iowa Project.

* * * * *

PASSED AND APPROVED this 22nd day of February 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

**VEENSTRA & KIMM, INC.**860 22nd Avenue, Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

February 8, 2022

PAY ESTIMATE NO. 2 (Final)
I-80 WATER MAIN RELOCATION
WEST BRANCH, IOWASummers' Enterprise, Inc.
1776 Buchanan Delaware Ave
Masonville, IA 50654Contract Amount \$189,764.00
Contract Date March 1, 2021
Pay Period Retainage

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00
2	Construction Staking	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
3	Clearing & Grubbing	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
4	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
5	Temporary Access Road	LS	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00
6	Field Drain Lines	LF	140	\$ 20.00	\$ 2,800.00	140	\$ 2,800.00
7	Erosion Control	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
8	Silt Fence	LF	2,000	\$ 2.00	\$ 4,000.00	2,000	\$ 4,000.00
9	Water Main Removal	LF	2,000	\$ 10.00	\$ 20,000.00	2,000	\$ 20,000.00
10	12" Water Main pvc Open Cut	LF	1,902	\$ 38.00	\$ 72,276.00	1,902	\$ 72,276.00
11	12" Water Main RJ DI Open Cut	LF	48	\$ 66.00	\$ 3,168.00	48	\$ 3,168.00
12	12" RJ DIP in 24" Steel Casing Pipe	LF	68	\$ 185.00	\$ 12,580.00	68	\$ 12,580.00
13	12" Gate Valve	Ea.	4	\$ 1,950.00	\$ 7,800.00	4	\$ 7,800.00
14	Hydrant Assembly	Ea.	2	\$ 4,400.00	\$ 8,800.00	2	\$ 8,800.00
15	Slope Protection, Wood Excelsior	Sq.	14	\$ 60.00	\$ 840.00	14	\$ 840.00
16	Connection to Existing	Ea.	2	\$ 3,750.00	\$ 7,500.00	2	\$ 7,500.00
Contract Price:					\$ 189,764.00		\$ 189,764.00

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
Total				\$ -

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 189,764.00	\$ 189,764.00
Approved Change Order (list each)			
	Revised Contract Price	\$ 189,764.00	\$ 189,764.00

Stored

Total Earned \$ 189,764.00

Retainage (0%) \$ -

Total Earned Less Retainage \$ 189,764.00

Total Previously Approved (list each)	Pay Estimate No. 1	180275.8	

Total Previously Approved \$ 180,275.80

Percent Complete 100%

Amount Due This Request \$ 9,488.20

The amount \$9,488.20 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Summers' Enterprise, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: Todd Summers
Name: Todd Summers
Title: President
Date: 2-9-22

Signature: Dave Schechinger
Name: Dave Schechinger
Title: Engineer
Date: February 8, 2022

Signature: _____
Name: _____
Title: _____
Date: _____

RESOLUTION 2022-15

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
IMPACT 7G TO PREPARE AND SUBMIT AN APPLICATION FOR FUNDING IN THE
AMOUNT OF \$500,000 TO THE IOWA FINANCE AUTHORITY

WHEREAS, The City of West Branch has interest in stream restoration of a tributary that discharges to Hoover Creek; and

WHEREAS, the Iowa Finance Authority Watershed Infrastructure Fund is offering a \$500,000 grant for Watershed Protection Projects; and

WHEREAS, Impact 7G identified The Meadows Subdivision for enhanced detention basin and wet swale improvements which will enhance connectivity between existing and future water quality improvement projects; and

WHEREAS, Impact 7G will prepare and submit an application to request funding from the Iowa Finance Authority for a cost of \$10,000; and

WHEREAS, the City of West Branch, if approved for the grant will be required to match 5% (or \$25,000); and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 22nd day of February, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



Professional Services Agreement

Project:	City of West Branch – Iowa Finance Authority Watershed Protection Fund Application		
Property:	West Tributary of Hoover Creek	Date:	1/ /2022

Client:	The City of West Branch
Contact:	Adam Kofoed, City Administrator
Address:	110 N. Poplar Street
City/State/Zip:	West Branch, IA 52358
Phone:	319-643-5888
Email:	adam@westbranchiowa.org

AGREEMENT made this January , 2022, by and between the service provider, Impact7G, Inc. ("Impact7G") and the City of West Branch ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: complete the scope of work outlined as follows.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

Prepare an application to request funding from the Iowa Finance Authority Watershed Infrastructure Fund for Watershed Protection Projects in the amount of \$500,000.

2. **Scope of Services**

This proposal provides for the services necessary to complete the project outlined in this agreement.

Task 1 – Prepare and submit an application for funding in the amount of \$500,000 to the Iowa Finance Authority (IFA) Watershed Infrastructure Fund (WIF) to be considered for funding through the Watershed Protection Projects category.

The project that will be proposed for funding includes stream restoration of a tributary that discharges to Hoover Creek, and incorporating water quality practices immediately upstream of the tributary within an existing swale. The swale improvements and stream restoration will be connected, further enhancing connectivity between existing and future water quality improvement projects. Previous

and future water quality projects within this stream corridor include the completed improvements to Hoover Creek led by the National Park Service, and planned restoration of Wapsinonoc Creek funded by the SRF Sponsored Projects program. The project proposed for IFA funding is located west of Dawson Drive, beginning at the intersection of Dawson Drive and W. Main Street, following the stream corridor to the north-northwest and through the north end of the existing drainage swale for a total of approximately 1,900 linear feet. Enhancements to the existing swale include the addition of a forebay, incorporating drop structures, and soil restoration. Drop structures in the swale will slow down runoff, and control head cuts caused by grade change. In addition, the water would pond behind the structures, allowing time for infiltration, which would be enhanced with soil quality restoration and the establishment of native or low-grow fescue. The design will ensure a smooth transition from the enhanced swale to stream channel, where restoration work will include floodplain reconnection, bank reshaping, and additional stream buffer. All of the proposed practices within the swale and stream channel will work to improve water quality and slow runoff entering Hoover Creek and Wapsinonoc Creek. Additionally, these projects present an opportunity for community education on water quality issues and practices.

The application will include the following components:

1. Detailed project summary that indicates the proposed project meets minimum requirements.
2. Estimated project costs.
3. Project proposal that addresses how this project will accomplish the water quality goals outlined in the Watershed Assessment.
4. Indicate how the project will implement the recommendations of the Watershed Assessment and/or addresses a cause of an impaired water.
5. Identify collaborating partner organizations and request Letters of Support. Organizations may include the following:
 - a. Lower Cedar River Watershed Management Authority (LCWMA)
 - b. Cedar County Board of Supervisors
 - c. Developer of The Meadows development
 - d. Other project advocates
6. Provide a schedule of completion that meets funding requirements.
7. Summary of supporting documentation, including the Watershed Assessment (also included as an attachment).
8. Supporting maps.
9. Resolution for approval by the City of West Branch that indicates approval of the application and ability to provide the required match of 5%.
10. Note in the application that the financial match commitment will be met through Sponsored Project funds previously awarded to the City.

3. **Impact7G Responsibilities** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work;
- (ii) Provide unrestricted access to the Properties for Impact7G to perform the services; and
- (iii) Provide copies of any previously completed reports that may be pertinent to this Project.
- (iv) Allocate a 5% match as required by the funding program.

5. **Schedule**

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. A tentative schedule will be delivered to the CLIENT for concurrence following the kick-off meeting.

6. **Project Cost, Payment and Termination**

The Client shall pay Impact7G the Lump Sum fee listed in the table below, for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

TASK	TERMS	FEE
Task 1 – IFA Watershed Protection Project Funding Application	LS	\$10,000
	TOTAL	\$10,000

Invoices for Impact7G's services will be submitted monthly. Invoices for Lump Sum services will be based on percent work completed to date. Invoices for Time and materials will be invoices based on actual time and materials completed during that monthly billing cycle. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

7. **Work Product** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service shall remain the property of Impact7G.

All project documents including, but not limited to, plans and specifications furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend,

indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site** The Client agrees that it shall be solely responsible for job site safety and warrants that this intent shall be made evident in the Client's agreements with any third parties. The Client also agrees that Impact7G and Impact7G's consultants shall be indemnified and shall be made additional insureds on the Client's general liability policies on a primary and non-contributory basis.

9. **Claims and Disputes** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Mediation** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation

provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. **Attorney's Fees** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. **Controlling Law** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. **Assignment** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of West Branch

Impact7G, Inc.

Accepted by: _____

Project Manager: _____

Printed/
Typed Name: _____

Printed/ Typed
Name: Judith E. Joyce, Principal

Title: _____

Date: 1/ /2022

Date: _____

RESOLUTION 2022-16

RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN PURCHASE AGREEMENT WITH DUSTON ANDERSON.

WHEREAS, the City and Duston Anderson previously entered into a Purchase Agreement so the city could acquire an approximate 10-acre parcel for the Wastewater Treatment Plant upgrades; and

WHEREAS, Anderson is going to participate in a 1031 exchange for tax purposes; and

WHEREAS, to that end, Anderson needs to amend the purchase agreement to have the proceeds of the sales price go to the exchange agent; and

WHEREAS, Anderson has drafted an amendment that requires approval by the City Council.

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

* * * * *

Passed and approved this 22nd day of February, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

AMENDMENT TO PURCHASE AGREEMENT (RELINQUISHED PROPERTY)

WHEREAS Duston A. Anderson (Seller) and the City of West Branch (Buyer) are parties to a Purchase Agreement dated August 31, 2021; and

WHEREAS, pursuant to the Purchase Agreement, Buyer is purchasing from Seller the real estate described on Exhibit A (hereinafter the "Real Property"); and

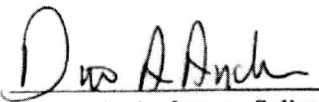
WHEREAS, the parties desire to amend the Purchase Agreement to allow Seller to use the Real Property as part of a tax-free exchange pursuant to Section 1031 of the Internal Revenue Code; and

THEREFORE, the Purchase Agreement is hereby amended by adding the following:

Seller intends to use the Real Property as Relinquished Property for a tax-free exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer agrees to cooperate with Seller and sign any necessary documents. Seller shall pay all costs associated with the exchange, and Buyer shall not be responsible for any of those costs. Seller shall indemnify and hold Buyer harmless from any and all claims or liability arising from the tax-free exchange. Buyer consents to Seller's assignment of this agreement to DJF EXCHANGE, INC., as Qualified Intermediary. Said Assignment shall not relieve Seller of any obligation under the Purchase Agreement. At closing, the net proceeds shall be paid directly to the Qualified Intermediary, but title shall pass directly from Seller to Buyer.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile signatures, electronic signatures, and scanned and emailed signatures shall be given the same force and effect as original signatures for purposes of this Amendment.

The terms and conditions of the Purchase Agreement that are consistent with this Amendment shall remain in full force and effect. The terms and conditions of the Purchase Agreement that are inconsistent with this Amendment are hereby rendered null and void.


Duston A. Anderson, Seller

2-7-22
Date

City of West Branch, Buyer
By: _____

(Sign and Date)
Date
(Print Name)
(Print Title)

EXHIBIT A
REAL PROPERTY

Real estate in Cedar County, Iowa, described as follows:

That part of the SE $\frac{1}{4}$ of Section 8, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa, lying south of Interstate 80, legally described as Parcel N, as shown in Book L, Page 34, Plat Records of Cedar County, Iowa.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 22, 2022
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AGENDA ITEM:	Resolution 2022-17 - Approving various contracts for Hoover's Hometown Days 2022 in the amount of \$2843.29.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	February 11, 2022
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BACKGROUND:

Boot Jack Band - Back by popular demand is the Boot Jack Band that will perform on the Fire Department Stage on August 6, 2022. The cost of the band will be offset by a business or personal sponsorship.

Big Ten Rentals – Umbrella tables and chairs for downtown dining on August 6, 2022.

Port O Jonny – Restroom facilities for the event, August 5-6, 2022.

RESOLUTION 2022-17

A RESOLUTION APPROVING VARIOUS CONTRACTS FOR HOOVER'S
HOMETOWN DAYS 2022 IN THE AMOUNT OF \$2843.29.

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

WHEREAS, the fiscal year 2022-2023 budget for Hoover's Hometown Days
includes funding for entertainment and services for the event; and

WHEREAS, three organizations have submitted proposed service agreements in the
amount of \$2843.29 for Book Jack Band (\$1500.00), Big Ten Rentals (\$518.29) and Port O
Jonny (\$825.00); 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 22nd day of February, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



Performance Agreement

THIS AGREEMENT is for the business services of performing artist(s) on the event described below between the undersigned **Kevin Stoolman, 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, **31st** day of **January, 2022**. 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 6, 2022**
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 to 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: Kevin Stoolman, Hoover Hometown Days

Phone: _____

Email: klstoolman@live.com

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

Status: Reservation

Contract #: 28265

Event Beg: Fri 8/ 5/2022 9:00AM

Event End: Sat 8/ 6/2022 4:00PM

Operator: Kirk Dzurisin

Customer #: 16675

City of West Branch

Phone 319-643-7100

Main Street

Job Descr: Hoover Days - 2022

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/ 4/2022

Melissa Russell 319-930-0393
Downtown West Branch Main Office
110 North Poplar Street
WEST BRANCH, IA 52358

Pickup Sun 8/ 7/2022

Melissa Russell 319-930-0393
Downtown West Branch Main Office
110 North Poplar Street
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	7.5ft Patio Umbrella for 48" Round -BLUE	\$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	7.5 ft Umbrella for 48" Round -NATURAL	\$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	<p>Trailer Encl 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.</p> <p>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.</p> <p>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</p> <p>TRAILER INSPECTION FORM Customer needs to sign the Trailer Inspection Form acknowledging the condition the trailer is in when they take it.</p> <p>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</p>	\$78.00	\$78.00
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:	\$348.45
Damage Waiver:	\$34.84
Delivery Charge:	\$135.00
Subtotal:	\$518.29
Total:	\$518.29
Paid:	\$0.00
Amount Due:	\$518.29

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 facsimilled 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

Port O Jonny

2740 Stonegate Ct
Hiawatha, Ia 52233

Estimate/Contract

Date

Estimate #

2/14/2022

LRS-2173

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 5-6, 2022 Regular Unit Special Event	3	80.00	240.00
August 5-6, 2022 Handicap Unit Special Event	3	95.00	285.00
August 5-6, 2022 Double Sink Special Event	3	100.00	300.00
Sales Tax		7.00%	0.00
<p>Please sign and return. IF NOT RETURNED WITHIN 30 DAYS PRICING & RESERVATION IS NOT GUARANTEED. Email chris@portojonny.com</p> <p>Customer is responsible for 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.</p> <p>Signature of Acceptance: _____</p>		Subtotal \$825.00	
		Total \$825.00	



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 22, 2022
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AGENDA ITEM: West Branch Dog Park and Animal Classifications

PREPARED BY: Adam Kofoed with assistance from Roger Laughlin

DATE: February 15, 2022

SUMMARY:

The mayor and staff are seeking direction on two items:

1. When we find that processes were not followed correctly, does staff or the mayor work backwards and fix the issue? If yes, how far back six months ago, one year ago?
2. How does council want to view dog classification appeals and dog park usage appeals?

#1 Processes:

There was a dog incident and a classification was appealed. The animal control board, different from the animal control commission, determined the dog could go to the dog park in the meeting. However, the animal control board does not have that authority. They can only change a classification not change or give variances to the dog park. This happened 8 months ago, how would you like staff to proceed if now that the owners are asking for a dog park pass?

#2 Appeals:

The appeal board does not have much language giving them authority to make decisions or rulings. How does council want handle the following?

- a. Who or which board has the final say in an appeal for the city before a district appeal?
- b. Who or which board should have the final say in variances at the dog park?
- c. Who or which board can make changes to dog park rules?

note there are other issues with this ordinance that Chief Hanna is working on such as only the owner has the right to appeal when the person allegedly attacked should also have the right to appeal

RESOLUTION NO. 1222

RESOLUTION APPROVING RULES AND REGULATIONS FOR THE WEST BRANCH DOG PARK.

WHEREAS, the Animal Control Commission and the West Branch Girl Scouts believed that the Hillshire Brands Company property located near the intersection of North Downey Road and the Hoover Nature Trail would be an appropriate location for a dog park; and

WHEREAS, Animal Control Commission Member Amy Lynch approached the Hillshire Brands Company and asked them to donate the land for use as a municipal dog park; and

WHEREAS, the Hillshire Brands Company agreed to make a contribution to the City of an approximately two-acre tract of land located near the intersection of North Downey Road and the Hoover Nature Trail; and

WHEREAS, the City Council entered into a donation agreement with the Hillshire Brands Company on December 17, 2012 by approving Resolution 1060; and

WHEREAS, West Branch Animal Commission Members Amy Lynch and Kandi Baylor presented a model of the proposed dog park to the West Branch City Council at the March 4, 2013 City Council Meeting; and

WHEREAS, the City Council entered into a 28E Agreement with Cedar County to construct and maintain a dog park by approving Resolution 1092 on April 15, 2013; and

WHEREAS, a non-profit entity, West Branch Dog Park, Inc., was then formed for the promotion of the development of the dog park; and

WHEREAS, the City Council approved Resolution 1117 on June 10, 2013, approving the development of the West Branch Dog Park; and

WHEREAS, West Branch Dog Park, Inc. has constructed fencing and worked with local Boy Scout and Girl Scout troops to construct a shelter and benches and seed the property for use as a dog park; and

WHEREAS, the West Branch Animal Control Commission has worked to develop rules and regulations for the West Branch Dog Park and it is now necessary to approve these rules and regulations.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the Rules and Regulations for the West Branch Dog Park are hereby approved.

Passed and approved this 4th day of August, 2014.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

WEST BRANCH DOG PARK RULES

For the safety and enjoyment of all dogs and their human companions,
please read and abide by these rules.

Upon arrival at the park, don't congregate with your dogs at the entryway or gates to allow easy entry/exit of all visitors.

All Dogs must....

- Be fully vaccinated for rabies.
- Display a permit for use of the park.
- Be accompanied by a responsible person at least 16 years old.
- Be on leash when entering or exiting the off-leash area*.
- *off-leash area is only the fenced area, not the parking lot or surrounding areas.
- Be under the handler's visual contact and voice control at all times.

The following dogs are not allowed in the park....

- Vicious, dangerous or aggressive dogs.
- Dogs with communicable diseases.
- Dogs in heat.

Dog handlers must....

- Clean up after their dogs using the black, biodegradable bags available at the park. All dog waste should be deposited in garbage cans at the park entry area.
- Carry a leash for each dog in the park.
- Discourage dog(s) from excessive barking and any dominating behavior such as staring, humping and/or bullying.
- Stop dog(s) from digging and fill any holes made by their dog (s).
- Be responsible for actions and behavior of their dog(s) at all times
- Remove pinch, choke or spike collars prior to entering the park. (This is a safety issue as dogs can be injured by such collars when playing).
- Not have more than two dogs per handler in the park at one time

Children under the age of 16 must be accompanied and supervised by a responsible adult.

Wheeled devices, except wheel chairs or strollers, are not allowed; including skateboards, bicycles, wagons, or roller blades.

Smoking is prohibited within the fenced areas.

No food allowed in the park except for small training treats to prevent any bone of contention between dogs.

Users of the facility do so at their own risk.

Other park rules and ordinances may apply.

Violations should be reported to
West Branch City Offices
319-643-5888

Non-Emergency Contact
563-886-2121

Emergency
9-1-1

55.16 CLASSIFICATION OF ANIMALS.

1. Purpose. The purpose of this section is to establish a procedure whereby animals that pose a significant threat of causing serious injury to humans, other animals, or property are identified and subjected to precautionary restrictions before any such serious injury occurs.

2. Classification of Levels of Dangerousness. An animal shall be classified as potentially dangerous or dangerous based upon specific behavior exhibited by the animal. An animal will be considered a potentially dangerous animal if it exhibits behavior described in Subsections A and B of this section. An animal will be considered a dangerous animal if it exhibits behavior described in Subsections C and D. Behaviors establishing various levels of potential dangerousness are as follows:

A. Level 1 behavior is established if an animal at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal.

B. Level 2 behavior is established if an animal at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person.

C. Level 3 behavior is established if an animal, whether confined or at large, aggressively bites or causes physical injury less than serious injury to any person or other domestic animal.

D. Level 4 behavior is established if:

- (1) An animal, whether or not confined, caused the serious injury or death of any person; or
- (2) An animal, while at large, kills or causes serious injury to any domestic animal; or
- (3) An animal engages in or is found to have been trained to engage in exhibitions of fighting; or
- (4) An animal that has been classified as a Level 3 dangerous animal repeats the behavior described in Subsection C of this section after the owner receives notice of the classification level.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 22, 2022
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AGENDA ITEM: Fire Department internal loan proposal
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PREPARED BY: Adam Kofoed with assistance from Kevin Stoolman

DATE: February 15, 2022

SUMMARY:

Chief Stoolman is wishing to get feedback from council on a potential internal loan to purchase a Pierce Velocity PUC Tanker July 1, 2022. The basis of his argument is: it will save money and if inflation keeps increasing at 7%, the FD will never reach 100% paid from set aside.

What the city will save if they buy earlier?

If the city buys the truck outright versus a progress payment option the city will save \$34,000. If the city waits until July 1, 2024 when the FD has 100% of the funds it could cost:

$$(\$846,000 * 7\% \text{ Interest})^4 \text{ years} = 1,036,386$$

$$(\$1,036,386 - \$846,000 + \$34,000) = \$224,386$$

Note: assumes 7% interest for three years and 3% at year four.

Where does the money come from?

July 1, 2022 balance is \$520,000 plus \$135,000 in set aside for FY 22 plus an expected sale around \$75,000. Internal loan will come from

$$846,000 - (\$520,000 + 135,000 + 75,000) = \$116,000 \text{ needed}$$

LOST Balance: \$135,000-\$90,000=\$45,000

Hotel/Motel Balance: \$59,000-\$35,000=\$24,000

*note budgeting \$125,000 loan in the event more money is needed. *

When does 100% of it get paid back?

July 1, 2024.

Does council ask Fire Department to pay a 1 or 2% interest rate since they are borrowing from specific funds?

RELIANT FIRE APPARATUS, INC.

P.O. BOX 470 • SLINGER, WISCONSIN 53086 • PHONE (262) 297-5020



2/10/2022

West Branch Fire Department
Chief Kevin Stoolman
105 S. 2nd Street
West Branch, IA 52358

Proposal Detail: Reliant Fire Apparatus Proposal #743 dated 2/10/2022 for one (1) Pierce Velocity PUC Tanker.

Dear Chief Stoolman,

Thank you for the opportunity to present this Proposal Detail to the West Branch Fire Department. Attached you will find the completed proposal for the apparatus to be furnished. The pricing information for the Proposal Detail is as follows:

Pricing Summary:

Base Unit Price Prior to Payment Discount Options Detailed Below: \$846,385.00

100% Prepayment Option:

Should the West Branch Fire Department elect to make 100% payment at contract execution an advanced payment discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Payment Discount:	\$846,385.00
Less Advanced Payment Discount:	<u>\$(34,106.00)</u>
Contract Purchase Price:	<u>\$812,279.00</u>

Progress Payment Option:

Should the West Branch Fire Department elect to make a chassis progress payment a discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Progress Payment Discount:	\$846,385.00
Less Chassis Progress Payment Discount:	<u>\$(13,961.00)</u>
Contract Purchase Price:	<u>\$832,424.00</u>

Chassis progress payment due will be in the amount of \$465,387.00.

Other Payment Option:

The above prepayment options are the most common taken. However, custom prepayment options are available on any funds prepaid prior to their due dates. Should the opportunity exist to have other

prepayment amounts or intervals other than the proposed above, please provide and a custom prepayment option quote can be calculated for your review.

100% Performance Bond:

A Performance Bond equal to 100% of the apparatus cost is included with the provided figures.

Terms and Conditions:

Pricing Validity – Proposal pricing is valid for 30 calendar days.

Delivery – Unit to be completed and prepared for final inspection within approximately 19 – 21 months from receipt and acceptance of contract or purchase order. Delivery lead time is based on current lead time at time of proposal. Lead time will be determined at time of contract/purchase order award.

Taxes – Any State, Federal, or local taxes are not included. If subject to taxes the amount will be added to the final invoice amount. For a tax-exempt purchase, the purchasing entity tax exempt form is required.

Freight – Delivery shall be F.O.B. Appleton, Wisconsin.

Payment Form – Payment to be made in the form of cash or check.

Payment Terms:

Base Option:

Payment due in full to Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location.

100% Prepayment Option:

Payment due in full at time of receipt and acceptance of contract or purchase order.

Custom Chassis Progress Payment Option:

The chassis progress payment is due 120 days after receipt and acceptance of contract or purchase order.

Said apparatus and equipment are to be built and shipped in accordance with the proposal hereto attached. Delays due to strikes, war, conflicts, pandemics, supply chain issues, or other causes beyond our control, could alter the delivery schedule.

The proposal herein contained shall form part of the final contract and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of proposal, except for any items deemed to be “non-compliant” by the purchaser. All “non-compliant” items are details on the NFPA Statement of Exceptions included with the proposal.

We thank the West Branch Fire Department for the opportunity to submit Reliant Fire Apparatus proposal #743 to you. Should you have any questions or require any additional information, please do not hesitate to contact me directly, or by contacting Reliant Fire Apparatus at (262) 297-5020.

Respectfully,

Dustin Scholz

Dustin Scholz
Reliant Fire Apparatus, Inc.
(515) 306-4160
dustins@reliantfire.com