

City of West Branch

~A Heritage for Success~

110 N. Poplar Street • PO Box 218 • West Branch, Iowa 52358
(319) 643-5888 • Fax (319) 643-2305 • www.westbranchiowa.org • city@westbranchiowa.org

CITY COUNCIL MEETING AGENDA
Monday, November 2, 2015 • 5:30 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
 - a. Approve minutes from the October 5, 2015 City Council Meeting.
 - b. Approve minutes from the October 5, 2015 City Council Work Session.
 - c. Approve minutes from the October 19, 2015 City Council Meeting.
 - d. Approve claims.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. First Reading of Ordinance 735, amending the *Standards for Signage Design and Display* found in the Appendix to the Code of Ordinances of the City of West Branch, Iowa./Move to action.
 - b. Public Hearing on amending the current budget for the fiscal year ending June 30, 2016.
 - c. Resolution 1395, amending the current budget for the fiscal year ending June 30, 2016./Move to action.
 - d. Mayoral Appointment: Resolution 1396, hiring Derek M. Holmes as a police officer for the City of West Branch, Iowa, setting the salary for the position for fiscal year 2015-2016, and entering into an officer training reimbursement agreement./Move to action.
8. City Staff Reports
9. Comments from Mayor and Council Members
10. Adjournment

CITY OF WEST BRANCH
COUNCIL ACTION REPORT

MEETING DATE: November 2, 2015 AGENDA ITEM: 7a

DATE PREPARED: November 27, 2015

STAFF LIAISON: Matt Muckler, City Administrator

ACTION TITLE:

First Reading of Ordinance 735, amending the *Standards for Signage Design and Display* found in the Appendix to the Code of Ordinances of the City of West Branch, Iowa./Move to action.

RECOMMENDATIONS:

Approve Ordinance 735.

PROJECT DESCRIPTION:

Prior to July of 2015, only applied signs were permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street. The West Branch Preservation Committee was approached in the spring of 2015 with a request for a projecting sign on the east side of Heritage Square for Heritage Merchants and Events. In order to accommodate that sign, the City Council approved Ordinance 732.

The City has now been approached with a request for a projecting sign on the west side of Heritage Square. Mr. Mike Jones has applied for a sign to his business, The Downunder, which will operate as a brew pub in the basement of the Hoover House. In order for the sign to be considered by the Zoning Administrator and the West Branch Preservation Commission, the Code would need to be amended to allow for projecting signs on the west side of the Heritage Square area. Ordinance 735 would make this allowance.

ATTACHMENTS:

Excerpt from Appendix, prior to passage of Ordinance 732 (1 page)

Ordinance 732 (1 page)

Ordinance 735 (1 page)

Proposed Bracket and Sign (2 pages)

- a. One change-panel sign shall be allowed per establishment. The sign shall consist of no more than three (3) panels.
- b. The maximum size of each panel shall be nine (9) square feet.

NUMBER AND LOCATION OF PRINCIPAL SIGNS.

Each building shall have only one primary building facade, normally an exposed wall fronting on a public right-of-way or parking lot.

A business shall erect no more than two signs, each of which must be of a different permissible type, on or in front of its primary building facade. A business with additional exposed walls on a public right-of-way or a parking lot shall erect no more than one sign, which must be an applied sign, on each of its additional exposed walls.

If more than one business occupies a single store front, there shall be no more than one sign per business. The total of all applied signs together shall not exceed twenty-five (25) square feet for buildings with less than seventy-five (75) feet of frontage or fifty (50) square feet for buildings with seventy-five (75) feet or more of frontage.

A business occupying a floor above the ground floor shall use only an applied window sign or, if it has a separate entrance at the ground floor, an applied sign or a projecting sign at its ground floor door. Such signs must meet all other requirements of these standards.

Only applied signs shall be permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street.

III. SECONDARY SIGNS - MENUS, SPECIALS, HOURS, ETC.

MOVABLE FREE-STANDING SIGNS AND SANDWICH BOARDS. Applications for movable free-standing signs shall be made to the West Branch Preservation Commission. No more than one such sign shall be permitted per building. Such a sign shall not exceed six (6) square feet in area and shall be placed so that it does not interfere with pedestrian or vehicular traffic. Movable signs shall be displayed only during daylight hours and must be stabilized by a safe means of anchoring or weighting.

INCIDENTAL INFORMATION SIGNS. Signs providing additional and incidental information about a business (such as business hours, whether the business is open or closed, which credit cards are accepted, or listings of menus, specials, and similar information) shall not exceed twelve (12) square feet in total and shall not be any of the types of signs prohibited in Section six (VI),

ORDINANCE NO. 732

AN ORDINANCE AMENDING THE STANDARDS FOR SIGNAGE DESIGN AND DISPLAY
FOUND IN THE APPENDIX TO THE CODE OF ORDINANCES OF THE CITY OF WEST
BRANCH, IOWA.

1. BE IT ENACTED by the City Council of West Branch, Iowa, that the Appendix of the Code of Ordinances of the City of West Branch, Iowa is hereby amended by deleting the last sentence in Section II of the *Standards for Signage Design and Display* in its entirety and inserting in lieu thereof:

Only the following signs shall be permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street:

a. Applied signs.

b. Projecting signs on the east side of the Heritage Square area.

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
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 20th day of July, 2015.

First Reading: June 1, 2015
Second Reading: June 29, 2015
Third Reading: July 20, 2015


Colton Miller, Mayor Pro Tem

Attest:


Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 735

AN ORDINANCE AMENDING THE STANDARDS FOR SIGNAGE DESIGN AND DISPLAY
FOUND IN THE APPENDIX TO THE CODE OF ORDINANCES OF THE CITY OF WEST
BRANCH, IOWA.

1. BE IT ENACTED by the City Council of West Branch, Iowa, that the Appendix of the Code of Ordinances of the City of West Branch, Iowa is hereby amended by inserting the following language in the last sentence in Section II of the *Standards for Signage Design and Display*:

Only the following signs shall be permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street:

a. Applied signs.

b. Projecting signs on the east **red and **west** sides of the Heritage Square area.**

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
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 2nd day of November, 2015.

First Reading: November 2, 2015

Second Reading:

Third Reading:

Roger Laughlin, Mayor Pro Tem

Attest:

Matt Muckler, City Administrator/Clerk



SIGN BRACKET STORE
By Hooks & Lattice  SignBracketStore.com

<http://ep.yimg.com/ay/hooksandlattice/53-classic-lighted-sign-bracket-kit-30.jpg>

10/12/2015

Photograph Addendum

Borrower/Client			
Property Address 102 W Main St			
City	County	State	Zip Code
Lender Mike Jones			



102 W Main DownUnder



Sign

3' x 4'

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of West Branch in CEDAR & JOHNSON County, Iowa

will meet at City Council Chambers, 110 N. Poplar St., West Branch, IA

at 5:30 p.m. on November 2, 2015

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2016

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,543,534		1,543,534
Less: Uncollected Property Taxes-Levy Year	2			0
Net Current Property Taxes	3	1,543,534	0	1,543,534
Delinquent Property Taxes	4	0		0
TIF Revenues	5	150,000		150,000
Other City Taxes	6	196,453		196,453
Licenses & Permits	7	62,000		62,000
Use of Money and Property	8	4,900		4,900
Intergovernmental	9	492,304	50,000	542,304
Charges for Services	10	993,504		993,504
Special Assessments	11	0		0
Miscellaneous	12	52,100		52,100
Other Financing Sources	13	494,061	1,000,754	1,494,815
Total Revenues and Other Sources	14	3,988,856	1,050,754	5,039,610
Expenditures & Other Financing Uses				
Public Safety	15	799,916		799,916
Public Works	16	532,186		532,186
Health and Social Services	17	0		0
Culture and Recreation	18	800,613	15,000	815,613
Community and Economic Development	19	59,973		59,973
General Government	20	251,047	50,000	301,047
Debt Service	21	436,253		436,253
Capital Projects	22	0	840,000	840,000
Total Government Activities Expenditures	23	2,879,988	905,000	3,784,988
Business Type / Enterprises	24	847,830		847,830
Total Gov Activities & Business Expenditures	25	3,727,818	905,000	4,632,818
Transfers Out	26	494,061	145,754	639,815
Total Expenditures/Transfers Out	27	4,221,879	1,050,754	5,272,633
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-233,023	0	-233,023
Beginning Fund Balance July 1	29	1,253,523	587,564	1,841,087
Ending Fund Balance June 30	30	1,020,500	587,564	1,608,064

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Additional revenue: Intgov. = road use tax. Other financing sources = bond proceeds and transfer in from LOST for Fire Department Project. Additional expenditures: capital projects for West Branch Village Trail Project, Parkside Drive Road Improvement Project, 4th Street, Main St crossings projects. General governemnt = legal services. Culture and Recreation = Hoover's Hometown Days. Transfers out = from LOST to Fire Dept. Project.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

City Administrator/Clerk Matt Muckler
City Clerk/ Finance Officer Name

RESOLUTION NO. 1395

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR
ENDING JUNE 30, 2016

FY15 Budget Amendment – See State Form

PASSED, APPROVED, AND ADOPTED this 2nd day of November, 2015.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/City Clerk

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To the Auditor of CEDAR & JOHNSON County, Iowa:

The City Council of West Branch in said County/Countries met on November 2, 2015, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 1306

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE : 2016

(AS AMENDED LAST ON March 2, 2015.)

Be it Resolved by the Council of the City of West Branch

Section 1. Following notice published May 7, 2015

and the public hearing held, November 2, 2015 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,543,534	0	1,543,534
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,543,534	0	1,543,534
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	150,000	0	150,000
Other City Taxes	6	196,453	0	196,453
Licenses & Permits	7	62,000	0	62,000
Use of Money and Property	8	4,900	0	4,900
Intergovernmental	9	492,304	50,000	542,304
Charges for Services	10	993,504	0	993,504
Special Assessments	11	0	0	0
Miscellaneous	12	52,100	0	52,100
Other Financing Sources	13	494,061	1,000,754	1,494,815
Total Revenues and Other Sources	14	3,988,856	1,050,754	5,039,610
Expenditures & Other Financing Uses				
Public Safety	15	799,916	0	799,916
Public Works	16	532,186	0	532,186
Health and Social Services	17	0	0	0
Culture and Recreation	18	800,613	15,000	815,613
Community and Economic Development	19	59,973	0	59,973
General Government	20	251,047	50,000	301,047
Debt Service	21	436,253	0	436,253
Capital Projects	22	0	840,000	840,000
Total Government Activities Expenditures	23	2,879,988	905,000	3,784,988
Business Type / Enterprises	24	847,830	0	847,830
Total Gov Activities & Business Expenditures	25	3,727,818	905,000	4,632,818
Transfers Out	26	494,061	145,754	639,815
Total Expenditures/Transfers Out	27	4,221,879	1,050,754	5,272,633
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-233,023	0	-233,023
Beginning Fund Balance July 1	29	1,253,523	587,564	1,841,087
Ending Fund Balance June 30	30	1,020,500	587,564	1,608,064

Passed this 18th day of May 2015
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

Revenue Area	From	To	Amend. Amt.	Account Code		Explanation
Taxes Levied on Prop.	1,543,534	1,543,534				
TIF Revenues	150,000	15,000				
Other City taxes	196,453	196,453				
Licenses & Permits	62,000	62,000				
Use of Money & Prop.	4,900	4,900				
Intergovernmental	492,304	542,304	50,000.00	110-4-2-210-2-4430		\$50,000 - Additional Road Use Tax Revenue
Charges for services	993,504	993,504				
Special Assessments	0	0				
Miscellaneous	52,100	52,100				
Other Fin. Sources	494,061	1,494,815	1,000,754.00	001-4-0-950-4-4830		\$145,754 - Transfer in from LOST for Fire Radios.
				305-4-8-751-4-4820		\$70,000 - Main Street Crossings Improvement Project
				306-4-8-751-4-4820		\$525,000 - 4th Street Improvement Project
				307-4-8-751-4-4820		\$260,000 - Main St. Intersections Improvement Project
			-			
Total Revenue	3,988,856	4,904,610	\$ 1,050,754.00			

Expenditures	From	To	Amend. Amt.	Account Code	Explanation
Public Safety	799,916	799,916			
Public Works	532,186	532,186			
Culture & Recreation	800,613	815,613	15,000.00	001-5-4-470-6603	\$15,000 - Hoover's Hometown Days misc. expenses.
Community Eco. Dev.	59,973	59,973			
General Government	251,047	301,047	50,000.00	001-5-6-640-6490	\$50,000 - Acciona Legal Fees
Debt Service	436,253	436,253			
Capital Projects	0	840,000	840,000.00	301-5-8-751-6490	\$11,900 - Engineering Fees, WB Village Trail Project
				301-5-8-751-6498	\$78,000 - Contract Payments, WB Village Trail Project
				302-5-8-751-6490	\$6,795 - Engineering Fees, Parkside Drive Project
				302-5-8-751-6498	\$104,945 - Contract Payments, Parkside Drive Project
				305-5-8-751-6490	\$7,000 - Engineering Fees, Main St. Crossings Project
				305-5-8-751-6498	\$63,000 - Contract Payments, Main St. Crossings Project
				306-5-8-751-6490	\$50,000 - Engineering Fees, 4th Street Improvements Project
				306-5-8-751-6498	\$493,360 - Contract Payments, 4th St. Improvements Project
				307-5-8-751-6490	\$25,000 - Engineering Fees, Main St. Intersections Project
Business Type Act.	847,830	847,830	-		
Transfers out	494,061	639,815	145,754.00	121-5-0-950-9100	\$145,754 - Transfer out from LOST for Fire Dept. Radios
Total Expenditures	4,221,879	5,272,633	\$ 1,050,754.00		

RESOLUTION 1396

A RESOLUTION HIRING DEREK M. HOLMES AS A POLICE OFFICER FOR THE CITY OF WEST BRANCH, IOWA, SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2015-2016 AND ENTERING INTO AN OFFICER TRAINING REIMBURSEMENT AGREEMENT.

WHEREAS, the City of West Branch is interested in hiring Derek M. Holmes as a police officer; and

WHEREAS, the City Attorney has prepared an officer training reimbursement agreement which requires approval of the City Council.

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

Section 1. That the City of West Branch, Iowa will hire Derek M. Holmes as a police officer.

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

Position	Name	Wage	Basic Hours
Police Officer	Derek M. Holmes	\$20.20/hour	40/week

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

SECTION 4. The aforementioned officer training reimbursement agreement be and the same is hereby approved by the City Council of the City of West Branch, Cedar County, Iowa. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

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

Passed and Approved this 2nd day of November, 2015.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

OFFICER TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered this 5th day of November, 2012, by and between the City of West Branch, Iowa, A Municipal Corporation, 110 Poplar Street, West Branch, Iowa, 52358 (The "CITY") and **Derek M. Holmes**, DOB: _____, SSN: _____, (the "THE EMPLOYEE").

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

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

I. TRAINING OF THE EMPLOYEE

The CITY and the EMPLOYEE hereby expressly agree that the CITY shall pay the EMPLOYEE'S prior training expenses in the amount of \$8,000.

II. REIMBURSEMENT OF TOTAL TRAINING EXPENSES

- A. In consideration for the expenditures incurred by the CITY to reimburse the training expenses of the EMPLOYEE as a police officer, the EMPLOYEE expressly agrees to serve as a full time police officer for the CITY for at least four (4) years from the date upon which the EMPLOYEE executes this Agreement (the "Reimbursement Period").
- B. If any of the following occurs during the Reimbursement Period:
 - 1. The EMPLOYEE voluntarily resigns from the West Branch Police Department;
OR
 - 2. The EMPLOYEE is dismissed during the probationary period of nine (9) months from the date of certification as an Iowa Peace Officer (said probationary period to expressly include the training period hereunder); OR
 - 3. The EMPLOYEE is properly terminated;

THEN the EMPLOYEE shall reimburse the CITY for reimbursed training expenses under the terms of this AGREEMENT as set forth below:

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

- C. In the event the EMPLOYEE is required to make reimbursement payments hereunder, one hundred per cent (100%) of the total reimbursement is due within thirty (30) days from the date of resignation, dismissal or termination, unless the EMPLOYEE contacts the City Administrator to make payment arrangements under the following terms:
1. The first payment shall be made within thirty (30) calendar days from the date of resignation, dismissal, or termination, as applicable, and on the same date for each successive month thereafter until the CITY has been reimbursed in full for the reimbursed training expenses.
 2. The minimum monthly payment shall be one hundred dollars (\$100.00).
 3. Interest shall commence from the date of resignation, dismissal or termination at the rate of six per cent (6%) per year, and shall be calculated on the unpaid principal balance to the date of each installment paid, with the payments being credited first to the accrued interest and then to the reduction of principal.
 4. Until such time as the CITY has been reimbursed in full by the EMPLOYEE in accordance with the terms of this Agreement, the EMPLOYEE has an ongoing duty to notify the CITY of any change in the EMPLOYEE'S place of residence. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence.
- D. The EMPLOYEE does hereby expressly acknowledge and understand that, in addition to any remedies at law or in equity that the CITY may have to recover Total Training Expenses hereunder, the CITY may, at its sole election, also seek to have the EMPLOYEE decertified as an Iowa law enforcement officer.
- E. **THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATION SET FORTH HEREUNDER IS MANDATORY. IN OTHER WORDS, WHILE THE CITY HAS THE DISCRETION TO DETERMINE WHETHER TO SEEK DECERTIFICATION OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, NO SUCH AFFIRMATIVE ELECTION OF ENFORCEMENT IS REQUIRED FOR REIMBURSEMENT HEREUNDER. FAILURE ON THE PART OF THE EMPLOYEE TO SATISFY THE EMPLOYEE'S EMPLOYMENT OBLIGATION DURING THE REIMBURSEMENT PERIOD HEREUNDER SHALL AUTOMATICALLY TRIGGER MANDATORY REIMBURSEMENT OF TOTAL TRAINING EXPENSES UNDER THIS AGREEMENT.**

- F. If the EMPLOYEE is dismissed for any reason other than those set forth in Section II(B) above, such as reduction in force, the EMPLOYEE shall not be required to reimburse the CITY for any unpaid Training Expenses incurred hereunder.
- G. If the EMPLOYEE is killed or permanently and totally disabled, as defined under Chapter 85 and 411 of the Code of Iowa, while in the employ of the CITY, Total Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.
- H. Sections A, B and C notwithstanding, if the EMPLOYEE voluntarily resigns within one (1) year from the date upon which the EMPLOYEE executes this Agreement, the EMPLOYEE is required to provide to the CITY with one hundred per cent (100%) of the total reimbursement within thirty (30) days, and will not be allowed to make reimbursement payments set forth in Section II(C) above.

III. BONA FIDE EMPLOYMENT

- A. The EMPLOYEE does hereby expressly acknowledge that the CITY is entering into this Agreement to facilitate the bona fide employment of the EMPLOYEE as a police officer by the CITY and not for the purpose of achieving certification as an officer by way of sponsorship through the Academy.

IV. CONTROLLING LAW

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

V. HEADINGS

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

VI. SEVERABILITY

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

VII. AUTHORITY

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

VIII. FINAL AGREEMENT

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

Dated this 5th day of November, 2012.

THE EMPLOYEE:

CITY OF WEST BRANCH:

Derek M. Holmes

Roger Laughlin, Mayor

Attest:

Attest:

Mike Horihan, Chief of Police

Matt Muckler, City Administrator/Clerk