



# CITY OF LECLAIRE, IOWA

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TO: MAYOR RAY C. ALLEN & LECLAIRE CITY COUNCIL MEMBERS

NOVEMBER 16, 2016

FROM: EDWIN N. CHOATE - CITY ADMINISTRATOR *E. N. Choate*

RE: AGENDA NOTES: COMMITTEE-OF-THE-WHOLE MEETING – MONDAY – NOVEMBER 21, 2016

In an effort to expedite and enhance discussion on the listed topics shown below scheduled for consideration at the next C.O.W. meeting, the following brief explanation and/or attached information has been provided for your use and review. As always, if you need any further information, or if you have any questions or comments, please feel free to contact me at any time. (529-8217).

1. **Council Liaison Presentation/Discussion** – Council Member Barry Long - Tourism
2. **Tourism Board Manager Contract Renewal Review & Discussion** – Tourism Board representatives will be in attendance tonight to present the proposed contract renewal for the Tourism Board Manager. (See copy attached.) This matter has been tentatively scheduled for formal consideration at the December 5<sup>th</sup> Council meeting. (See pages #2- #4).
3. **Final Draft Comp Plan Update – Review & Discussion** – A copy of the final, update *DRAFT* of this plan (99+/- pages), as recommended (#16-10; November 10, 2016) by the P&Z has been previously provided via email (November 15<sup>th</sup>) for your use and review tonight. This matter has been tentatively scheduled for formal consideration at the December 5<sup>th</sup> Council meeting.
4. **Holland Street & North Cody Road Parking Concerns Review & Discussion** - Council Member Long will have more on this growing concern along the West side of Cody Road between Holland and Walnut Streets where the increasing parking in this area is reducing the visibility for traffic entering onto Cody Road. The proposed solution is to further reduce the available parking areas by moving the “No Parking” signs closer together towards the middle of the block to accommodate the 2 unit residential rental structure in that block. This matter has been tentatively scheduled for initial formal consideration at the December 5<sup>th</sup> Council meeting.
5. **Parks & Rec Center Equipment Acquisition, Repairs & Concession Stand Renovations Review & Discussion** – As you will recall these matters were discussed *in part* and approved *in part* at the October 17<sup>th</sup> Council meeting. Discussion tonight is intended to clarify and center upon, **1)** the requested additional expenditure authorizations needed for the “tread-mill repairs at the Rec Center - \$499 (005-445-6350 & 005-445-6507) and the park bench and grill acquisition for Scout Park - \$1,210 (007-435-6505). The additional revenues for both of these proposed *additional* expenditures are intended to come from existing Parks & Rec Commission fund balances as requested; and, **2)** the acceptance and use of a private donation to assist with the upgrade of the concession stand at the Vet’s Plex complex - \$500. These matters have been tentatively scheduled for formal consideration at the December 5<sup>th</sup> Council meeting.
6. **Levee Use Fees Amendments Review & Discussion** – Representatives from the Parks & Rec Commission will be in attendance tonight to review and discuss with the Council their new proposed levee use fee structure. ***“Proposed fees are Non-Profit = \$25 per section per day (\$75 per day exclusive use) and For Profit / General use = \$50 per section per day (\$150 per day exclusive use). Pavilion and kitchen use fees will remain the same. No use fee waivers will be granted”***. As you will recall, currently the levee use fees are \$200 per section per day with no “profit status” distinction. Council member Salvador may have more on this matter tonight. This matter has been tentatively scheduled for formal consideration at the December 5<sup>th</sup> Council meeting.
7. **Zoning Ordinance Amendments Review & Discussion (P&Z & B.O.A. Membership, etc.)** – Attached is what is anticipated to be the final DRAFT of this proposed ordinance (#783). Mayor Allen and/or Council member Smith may have more on this matter tonight. This matter has been tentatively scheduled for formal consideration at the December 5<sup>th</sup> Council meeting. (See pages #5- #6).
8. **Street Condition Assessment Project – Review & Discussion – City Engineer – V&K** – A copy of this proposed project agreement was previously provided (via email November 9<sup>th</sup>). City Engineer Mr. Leo Foley, P.E. will be present tonight to answer any questions that you may have in this matter. As you will recall this type and level of street related analysis and inventory was referenced in the MERCER Study as needed to begin a comprehensive street improvement program. If considered we would recommend that the funding come from the L.O.S.T. funds. This matter has been tentatively scheduled for formal consideration at the December 5<sup>th</sup> Council meeting.
9. **Executive Session per I.C. 21.5(1.c) to Review & Discuss with Counsel matters which are presently in litigation - (If Needed)**

**CITY OF LE CLAIRE, IOWA**

**TOURISM BOARD**

**TOURISM MANAGER SERVICES CONTRACT**

**TERM:**

This contract is for tourism services to be rendered as described for the City of LeClaire from January 1, 2017 to December 31, 2017.

**ANNUAL CONTRACT REVIEW & CONSIDERATION**

This contract (and any amendments or modifications thereto) will be reviewed and formally considered for renewal and recommendation to the City Council by the Board each year during the month of September.

A notice of "Request for Proposals" to provide the services as listed herein shall be published in the Quad Cities Times and posted in the designated City, notice posting areas by the Board no later than October 1<sup>st</sup> every 3 years unless requested by Tourism Manager or Tourism Board. The content of said notice shall be determined by the Board.

Said proposals received shall be reviewed by the Board and all potential, qualified applicants as determined by the Board, at their sole discretion (based upon the information submitted within said proposals), shall be interviewed by the Board. Only those applicants submitting a responsive and timely filed proposal and after having been interviewed by the Board, shall be considered for this contract.

**COMPENSATION:**

Contractor shall be paid \$1,850 per month for tourism services rendered

**TOURISM SERVICES TO INCLUDE:**

**A) ADMINISTRATION OF THE LECLAIRE INFORMATION CENTER** – Contractor shall coordinate the daily operations of the LeClaire Information Center during regular business hours and special events as established by the LeClaire Tourism Board. Daily operations include coordination of volunteer staffing, regular training of new volunteers, maintaining an up-to-date volunteer manual, regular staff communication, and facility maintenance oversight to ensure the safety and cleanliness of the center. It is the responsibility of the contractor to ensure that the LeClaire Information Center is staffed by trained volunteers during set business hours. The contractor shall make certain that tourist and community information materials are readily in stock and available for patrons.

**B) DISSEMINATION OF COMMUNITY TOURIST INFORMATION** – The contractor shall serve as a clearinghouse of tourist information for the City of LeClaire. The contractor will report to the LeClaire Tourism Board at regular board meetings with traffic counts and progress reports for the LeClaire Information Center, monthly expenditures, advertising revenue and budgeting reports, and communicate progress in attracting new tourism traffic in the community.

The contractor will coordinate and disseminate regular tourism e-news throughout the community including updates of the City of LeClaire Facebook page per policy as set by the Tourism Board. The contractor shall issue regular press releases to national, regional or local press entities. The contractor shall serve as the primary point of contact with the Quad City Convention and Visitor's Bureau and shall be responsible for ensuring that tourism leads provided by the Bureau are addressed in a timely fashion.

**C) SALES** – The contractor will work to secure regular revenue streams for the Department of Tourism. The contractor will coordinate the sales and billing for advertising on the city ad kiosks in downtown LeClaire as well as provide updates to the community calendar and map. The contractor will also coordinate the rental of available advertising space at the LeClaire Information Center. All monies received on behalf of the Department of Tourism, Tourism Board, and/or the City of LeClaire shall be remitted promptly thereto and pursuant to policies set by the LeClaire Tourism Board.

**D) ADVERTISING** – Contractor will implement and coordinate the LeClaire annual advertising schedule as directed by the LeClaire Marketing Alliance advertising committee and approved by the LeClaire Tourism Board and LeClaire City Council.

**ANNUAL REVIEW:**

An annual review will be held during the month of September between the contractor and the LeClaire Tourism Board to discuss the contractor's performance and provide feedback from all parties in preparation for the upcoming annual contract renewal process.

**CONFLICT OF INTEREST:**

Conflict of interest arises whenever the personal, professional, or financial interests of the Contractor is potentially at odds with the LeClaire Tourism Department. No personal or professional advantage with vendors, advertisers, or event coordinators will be allowed. It is the responsibility of the Contractor to disclose any potential conflict of interest to the LeClaire Tourism Board. Any assets acquired in the performance of the Contractor's duties shall remain the property of the LeClaire Tourism Department. It is the responsibility of the LeClaire Tourism Board to contract with the best qualified entity available.

**TERMINATION OF CONTRACT:**

In the event of a failure by either party to perform any material provision of this Contract, the Contractor or City may give written notice of such breach along with at least a thirty (30) day period within which to review and correct such breach. Parties may terminate this Contract after such cure period if party has not corrected such breach in accordance with this Contract and notification is provided in writing of such termination action.

At such time, City shall pay Contractor for all charges and fees for the services rendered. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have further obligation under this Contract other than for claims for personal injuries or property damages arising prior to such termination date.

**MISCELLANEOUS:**

This contract may be amended at any time by mutual agreement in writing signed by both parties and as approved by the City Council.

The parties shall resolve any disputes arising from the application or interpretation of any provision of this contract first through the use of Mediation. If a mutually agreeable resolution is not reached through

Mediation then the parties agree to submit the dispute to binding arbitration. Each party shall select an arbitrator. The two arbitrators selected shall then select a third arbitrator. The three arbitrators shall meet within ten (10) calendar days of the selection of the third arbitrator, conduct their proceedings, and shall render a final decision on any dispute within thirty (30) days of the close of those proceedings. Each party shall be responsible for ½ of the total mediation and/or arbitration fees and costs. The final decision on any arbitrated dispute shall be final and non-appealable.

Tourism Manager (Contractor)

Tourism Board President

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C.S.I. – Cindy Bruhn

Debbie Mulvania

Mayor

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Ray C. Allen

Res. #16 - \_\_\_\_\_

ORDINANCE #783

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LECLAIRE, IOWA, BY AMENDING CHAPTER 165 - ZONING REGULATIONS - JUNE 21, 1999 - ZONING ORDINANCE (SPECIFICALLY SUB-SECTIONS III.3-1 - BOARD OF ADJUSTMENT CREATION & MEMBERSHIP, AND III.4-1 - PLANNING & ZONING COMMISSION CREATION & MEMBERSHIP) AND FURTHER AMENDING THE CODE OF ORDINANCES, CHAPTER 22 - PLANNING & ZONING COMMISSION, AND ADDING A NEW CHAPTER ENTITLED "BOARD & COMMISSION MEMBERSHIP - GENDER BALANCE & TENURE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LECLAIRE, IOWA, THAT:

**Section 1.** The LeClaire Municipal Zoning Ordinance (Ord. #553, 06-21-1999, Section III.3 – Board of Adjustment) be and is herewith amended as follows:

- a. Delete sub-section III.3-1 (Board of Adjustment Creation & Membership) in its entirety and substitute in lieu thereof the following new subsection with those changes as shown:

**III.3-1** **Creation, Membership, and Duration.** A Board of Adjustment, ("Board"), is hereby established, which will consist of five (5) members (two male, two female, and one alternating), each serving a five (5) year term (See I.C. S. 414.8), as appointed by the City Council. Board members in good standing may serve up to two (2) uninterrupted terms before having to resign from the board or commission. ~~Members are eligible for reappointment. Any vacancies shall be filled for the unexpired term of any member whose position becomes vacant.~~

**III.3-1.1** A majority of the members of the Board of Adjustment shall be persons representing the public at large and shall not be involved in the business of purchasing or selling real estate. Any member of the Board may be removed from office by written order of the Council, which shall give the reasons therefore. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

**III.3-1.2** Any Board member who has three (3) or more consecutive, unexcused absences shall be recommended to the City Council for removal from office. The Board shall define what an "unexcused absence" is.

**III.3-1.3** The terms of office of the members of the Board of Adjustment shall be as specified in Chapter 24 of the City Code, the manner of their appointment, and the conduct of their actions will be as provided by State statute and those applicable provisions enumerated herein. All members of the Board shall be legal residents of the City of LeClaire, Iowa.

**Section 2.** The LeClaire Municipal Zoning Ordinance (Ord. #553, 06-21-1999, Section III.4 – Planning & Zoning Commission) be and is herewith amended as follows:

- a. Delete sub-section III.4-1 (Planning & Zoning Commission Creation & Membership) in its entirety and substitute in lieu thereof the following new subsection with those changes as shown:

**III.4-1** **Creation, Membership, and Duration.** A Planning and Zoning Commission ("**Commission**") is hereby established, which will consist of seven (7) members (three male, three female, and one alternating), **each serving a five year term, (See I.C. S. 414.8) as appointed by the City Council.** Board members in good standing may serve up to two (2) uninterrupted terms before having to resign from the board or commission. ~~Each members' term and appointment will be for a period of five (5) years and will be so determined by resolution of the City Council. (LeClaire Municipal Code Reference: 6-3.0101 & 6-3.0102, as amended.)~~

**III.4-1.1** A majority of the members of the Commission shall be persons representing the public at large and shall not be involved in the business of purchasing or selling real estate. Any member of the Commission may be removed from office by written order of the Council, which shall give the reasons therefore. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

**III.4-1.2** Any Commission member who has three (3) or more consecutive, unexcused absences shall be recommended to the City Council for removal from office. The Commission shall define what an "unexcused absence" is.

**III.4-1.3** The terms of office of the members of the Planning & Zoning Commission shall be as specified in Chapter 24 of the City Code, the manner of their appointment, and the conduct of their actions will be as provided by State statute and those applicable provisions enumerated herein. All members of the Commission shall be legal residents of the City of LeClaire, Iowa.

**Section 3.** Chapter 22 (Planning & Zoning Commission) of the Code of Ordinances be and is herewith amended as follows:

- a. Delete Section **22.05 - VACANCIES** in its entirety and substitute in lieu thereof the following new Section:

**22.05 VACANCIES.** ~~Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. If any vacancy shall exist on the Commission caused by resignation, or otherwise, a successor for the remainder of said term shall be appointed in the same manner as the original appointee.~~

**Section 4.** The Code of Ordinances of the City of LeClaire be and are herewith amended by adding thereto the following new Chapter:

**CHAPTER 24**

**"BOARD & COMMISSION MEMBERSHIP – GENDER BALANCE & TENURE"**

**24.01 PURPOSE & APPLICATION.** The purpose of this chapter is to provide for the uniform application of gender selection and the establishment of members' tenure or service on said body when newly creating a Board, Commission, or committee or when filling a vacancy on such body. The following provisions apply to any and all Boards, Commissions, or committees of any nature appointed by the City Council.

**24.02 GENDER BALANCE.** All appointive Boards, Commissions, or committees shall be gender balanced per the provisions of I.C. 69.16A. Upon initial appointment the "odd, remaining position" shall be filled by a random "toss of the coin" selection alternating the gender of the person serving in the seat. When filling any vacancy, except the "odd, remaining position", the vacant position shall be filled by a person of the same gender on a simple, rotating, gender, basis. If, after attempting in good faith for ninety (90) days to fill a vacancy with the appropriate gender, and using a fair and unbiased method of selecting the best qualified applicants the effort is unsuccessful, the City shall utilize a fair and unbiased method of selecting the best qualified applicants. (See I. C. Sec. 69.16A)

**24.03 MEMBERSHIP TENURE (SERVICE).** Except as otherwise provided for elsewhere in this Code, any and all Board, Commission, or committee membership appointments shall be for a maximum period of ~~one (1)~~ two (2) **uninterrupted** terms as applicable or for a maximum, not-to-exceed term of ~~six (6)~~ ten (10) years whichever is shorter, unless otherwise specifically extended by action of the City Council. A Board, Commission, or committee member that serves a vacated term for two years or less of the current term may serve an additional two terms, not to exceed twelve (12) years of service. These provisions notwithstanding, Board, Commission, or committee members may be reappointed to a new membership term only after having first taken a two year membership "hiatus" from the Board, Commission, or committee and then only after complying with all of the membership application provisions for that vacant position.

**Within sixty (60) days prior to a Board, Commission, or Committee members' term expiration, the other members of the Board, Commission, or Committee, will provide to the City Administrator a written, confidential evaluation of that Board, Commission or Committee members' performance on forms provided by the City.**

**Section 5. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 6. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged 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 7. IMPLEMENTATION.** Upon the adoption of this ordinance those current Board, Commission, or Committee members that have or will have served at least two (2) consecutive terms may apply for and, if appointed by the City Council, may serve up to one (1) additional term before having to take a two (2) year membership "hiatus" as mentioned above in Section #4.

**Section 8. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval, publication, and recording as required by law.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, **2016.**

\_\_\_\_\_  
Ray C. Allen, Mayor

**ATTEST:**

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Edwin N. Choate, City Administrator