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WEST BRANCH ANIMAL CONTROL COMMISSION MEETING

Tuesday, April 13, 2021 • 6:30 p.m.

West Branch City Council Chambers, 110 N. Poplar St.

Council Quorum May Be Present

1. Call to Order
2. Roll Call
3. Approve minutes from the March 9, 2021 Animal Control Commission Meetings.
/ Move to action.
4. Old Business
 - a. License Renewal Amendment
 - b. TNR Renewal
 - c. Stray policy contract with West Branch Animal Clinic
 - d. Tetherball for Dog Park
 - e. Dog Park projects
 - f. Cedar County Animal Shelter
 - g. Other old business
5. New Business
 - a. Police Report
 - b. Appeal of Classification
 - c. Dog Park cleanup date
 - d. Other new business
6. Next meeting date – May 11, 2021
7. Adjourn

****Please wear a mask and social distance****

Commission Members: Chair Alan Beyer, DVM, Leesa Johnson, Amy Lynch, Ashley Olson, Gina Heick
Mayor: Roger Laughlin • **Council Members:** Colton Miller, Nick Goodweiler, Jodee Stoolman, Jerry Sexton, Tom Dean
City Administrator/Clerk: Redmond Jones II • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin
Parks & Rec Director: Melissa Russell • **Police Chief:** John Hanna • **Public Works Director:** Matt Goodale

The West Branch Animal Control Commission met on March 9, 2021 at 6:30 p.m.

Present: Alan Beyer, Amy Lynch, Leesa Johnson, Ashley Olson and Gina Heick. Absent: None.
Also present: Melissa Russell, Parks & Recreation Director, Redmond Jones, City Administrator, Police Chief, Kory Hanna and TNR Representative, Ashley Carroll.

Minutes from the January 12, 2021 meeting were approved. * The Animal Control Commission did not meet in February due to extreme temperatures.

Old Business:

The Commission discussed License Renewal Options. What does the Registration provide? With the goal of it being less time consuming with less administrative work. At the beginning it was intended that we would know if something happened, we would know if that animal was vaccinated, but you are going to call the vet anyway. Chief Hanna said the Police Department would need a certificate anyway. If we did a "Forever Tag", the Ordinance would have to be changed, hopefully have better compliance. It was suggested to have a \$50.00 life-time fee. Unneutered pets would be \$150.00 life-time fee. There were questions regarding puppies and senior dogs. Chief Hanna suggested they could have the option to not be registered until the pet is one year of age. Redmond suggested the deposit could be on the high end and when the animal comes of age, or is neutered, they would receive a refund. Alan will put it into form that we could put to motion.

Alan stated the Animal Control Commission budget is \$3,000.

\$2,000 for stray animals

\$1,000 for tags, supplies, etc.

\$250 for the Animal Control Commission for banners, certificates, pennants, to buy something, etc.

This past year, with the TNR program, expenses were taken from the \$250 portion.

TNR has been closed for now, due to our overspent budget. We need to propose to the City Council what we want to do this next year. There have been 10 or 11 cats TNR'd. Agreed that colonies should be taken care of first. Need to watch and see if TNR has made an impact. Should be fewer complaints for noise, fights, and would not reproduce, as usually neutered males will leave.

Alan stated we need a dollar amount and number of animals we can do. He also suggested we take it out of the \$2,000 portion. Chief Hanna cautioned the commission to committing those funds to just TNR and that \$2,000 could be extinguished in just one call, especially if you have another hoarding situation. He is not a proponent of TNR because we require residents to abide by the lease law and this program returns the animals back out into the public. He wondered if we could apply for a grant, seek wider ranging statewide funding. Alan said that because of the size of our town, we would not qualify. Fundraising?

Alan thought our town could TNR about 20 cats maximum, or \$1,000.00.

Redmond stated it would be helpful to have some type of performance measure, say what you are looking for, to show there has been some progress.

Alan: Say we did 11 cats this year, next year we do 9. That could be one measurement. If it is working, we should have less. If we did a timeline of 2 years, that would be a meaningful measure.

Motion to do 10 cats that would come from the Animal Control Commission budget and continue to monitor. It may be on the April agenda to City Council.

New Business:

Dog Park rules and other issues.

Melissa Russell spoke to the Commission regarding calls she has gotten about the Dog Park.

Stating there is a fine line on what she can and cannot enforce. The calls she received were about the furniture (items left at the Park), sign (with some words that may be offensive), drinking parties and unregistered animals. Melissa offered to check the park and to patrol it more, and if she observed drinking parties, she will notify the Police Department. She wants people to feel comfortable about coming to the Dog Park which would hopefully increase its use.

Melissa will talk to Matt from Public Works regarding reseeding the North side of the Dog Park. May need to block it off, but users would still be able to use the park in a limited capacity. This would take approximately 4 weeks to complete.

Melissa informed the Commission that the High School is doing an Earth Day Project on April 30th and will be looking for projects, so if we can think of anything that needs to be done at the Dog Park, just let her know. Also suggested if the Commission has a project they want done, she may be able to budget for it from the Parks and Recreation's budget.

It was approved to replace the Teether Ball at the Dog Park.

Commission will discuss furniture at the next meeting.

Police Report:

Chief Hanna reported one dog bite to a human that occurred in February. The dog was declared a Level 3 dangerous animal and notice was sent to the owners. The dog must now be muzzled and leashed when off the property and is prohibited from attending the Dog Park. One more incident would be a court order for destruction.

Amy was approached by a group who is working on an Animal Shelter for Cedar County. They would like to come to our next meeting and give us some information. They are coming up with prices, and budget plans with the hope of starting construction this summer. The shelter would be located in Tipton. They would still need West Branch's support. Animals would no longer go to the West Branch Animal Clinic, instead, they would go to the new shelter. This would be a County run shelter, so the County would have more control.

Chief Hanna had concerns about pulling an officer out of town to drive to Tipton with an animal.

Amy stated that they are planning on having paid employees to go into towns.

Chief Hanna commented on some restructuring at the West Branch Animal Clinic and they may not be boarding animals over the weekend due to staff restraints.

The commission agreed that the West Branch Animal Clinic has done a great job over the years.

Alan agreed to check with the Animal Clinic regarding the Contract we have with them.

Next meeting is April 13, 2021.

Meeting adjourned at 7:38 p.m.

ORDINANCE NO. 770

AN ORDINANCE AMENDING TITLE CHAPTER 55 "ANIMAL PROTECTION AND CONTROL"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 55 "ANIMAL PROTECTION AND CONTROL" of the Code of West Branch, Iowa is hereby amended by making the following changes:

A. Add Section 55.22.3.C:

New animal registrations and renewals can be made in person or online via the City's website providing all required information is provided. City tags will be issued for new pets upon receipt of payment.

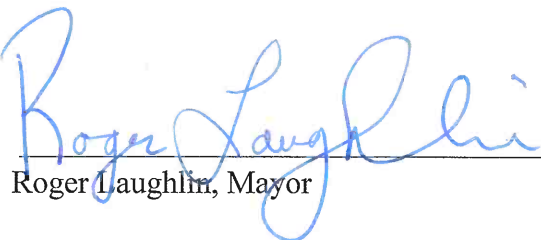
B. Delete Section 55.22.5.B and insert in lieu thereof:

City tags will be issued once for the life of the animal. Tags can be issued for up to three (3) years coinciding with the rabies expiration date.

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 December, 2019.

First Reading: November 4, 2019
Second Reading: November 18, 2019
Third Reading: December 2, 2019


Roger Laughlin, Mayor

Attest:


Redmond Jones II, City Administrator/Clerk

RESOLUTION 1887

**RESOLUTION ALLOWING THE IMPLEMENTATION OF A TRAP, NEUTER,
AND RELEASE FERAL CATS PILOT PROGRAM WITHIN THE CITY LIMITS.**

WHEREAS, The trap-neuter-return (TNR) is a management technique in which community cats are humanely trapped, evaluated, spayed or neutered by a licensed veterinarian, ear-tipped to show they've been sterilized, vaccinated against rabies and distemper,* and then returned to their original habitat.

WHEREAS, the West Branch Animal Control Commission, would like to investigate and test TNR as a potential effective management tool for controlling feral cat population in West Branch; and

WHEREAS, Dr. Alan Beyers a retired trained professional veterinarian will be collecting data and coordinating this program; and

WHEREAS, the program is to be evaluated annually and is subject to cancellation at any time; and

WHEREAS, it is now necessary for the City Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council hereby approves a temporary exemption for TNR cats from current prohibition at large or stray animal ordinance.

Passed and approved this 6th day of April, 2020.


Roger Laughlin, Mayor

ATTEST:


Redmond Jones II, City Administrator / City Clerk

RESOLUTION 1685

**AN AGREEMENT BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE
WEST BRANCH ANIMAL CLINIC FOR THE PROVISION OF ANIMAL CARE
SERVICES.**

WHEREAS, The Clinic provides animal care services and operates a facility for the provisions of said services ("animal shelter");

WHEREAS, The Clinic is willing to provide animal care services to the City of West Branch, Iowa; and

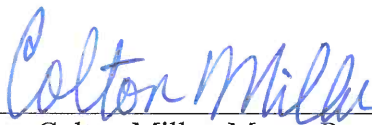
WHEREAS, The City recognizes the public health concerns of stray animals; and since The City has a need for the animal care services provided by The Clinic and desires to enter into this agreement for such services.

NOW, THEREFORE, BE IT RESOLVED, The City of West Branch and the West Branch Animal Clinic agrees to the attached agreement, and

WHEREAS, it is now necessary to approve said agreement.

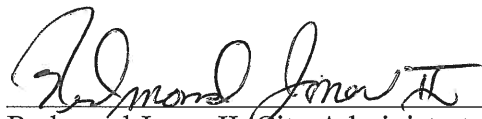
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement is hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

Passed and Approved this 6th day of February, 2018.



Colton Miller, Mayor Pro Tem

ATTEST:



Redmond Jones II, City Administrator/Clerk

**AGREEMENT BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE
WEST BRANCH ANIMAL CLINIC FOR THE PROVISION OF ANIMAL CARE
SERVICES**

This agreement is entered into between the City of West Branch, Iowa ("The City") and the West Branch Animal Clinic ("The Clinic").

WHEREAS, The Clinic provides animal care services and operates a facility for the provisions of said services ("animal shelter");

WHEREAS, The Clinic is willing to provide animal care services to the City of West Branch, Iowa; and

WHEREAS, The City recognizes the public health concerns of stray animals; and since The City has a need for the animal care services provided by The Clinic and desires to enter into this agreement for such services.

NOW, THEREFORE, BE IT RESOLVED, The City of West Branch and the West Branch Animal Clinic agrees to the following:

1. Term

This agreement shall be effective when approved and signed by the parties. The duration of this agreement shall be 5 years unless terminated in the matter set forth below.

2. Definitions

"Animal care services" means housing and care in accordance with The Clinic's policies and procedures and consistent with applicable Iowa Department of Agriculture and Land Stewardship requirements. The Clinic shall provide no field services to The City except in mutually agreed special circumstances. Upon these rare occurrences any additional expense will also be mutually agreed.

"West Branch Animal" means an animal found within the incorporated city limits of West Branch, Iowa.

3. Fee Schedule

Below are the charges The Clinic will charge The City for any cat and dog that is a West Branch Animal.

Cat

FELV / FIV / Heartworm Test - \$21.00

1 Dose of Flea and Tick Treatment - \$14.00

Boarding per Day - \$5.00

Dog

Heartworm / Lyme / Anaplasmosis / Eurlichia Test - \$17.00

1 Dose of Flea and Tick Treatment - \$15.00

Boarding per Day - \$5.00

West Branch Animals are to be provided boarding no more three days at the expense of The City. The Clinic will also seek for ways to ensure services (entry cost) are not duplicated on animals that have already gone through the system (test and treatment). The fee schedule will be reevaluated by The City and/or The Clinic each fiscal year beginning July 1, 2018. The Clinic will notify The City in writing of any proposed modification of the fee schedule effective the following July 1. The City and/or The Clinic reserves the right to terminate this agreement based on a refusal to accept any proposed modification of the fee schedule within sixty (60) days of any proposed modification.

The Clinic agrees to invoice The City monthly for animal care shelter fees, and The City agrees to pay said invoices within thirty (30) days of receipt. There is no limit to or cap on the number of days that an animal will remain in the animal shelter; However, The City will only be responsible or billed a maximum of 3 days boarding per animal.

4. Acceptance of Animals

- A. Generally. The Clinic agrees to accept any West Branch Animals brought in by the West Branch Police Department. Any animals brought in to The Clinic by former pet owners will forgo any city paid boarding, treatment and/or test.
- B. In the event a West Branch Animal is reclaimed by its owner within the mandatory three (3) day stray hold period, the owner will pay a reclaim fee plus any applicable board fees prior to the animal being released to the owner and the City of West Branch will not be required to pay the animal care services fee.
- C. The Clinic will scan each animal for a microchip in order to locate its owner. If no microchip number is found we will wait 3 days before advertising it as available for adoption to allow any owner time to come to The Clinic to claim the animal.
- D. If the animal is deemed unadoptable or a danger to staff, any potential adoptee or the public The Clinic will euthanize the animal. A cat will also be euthanized if the animal test positive for FELV/FIV. The cost of the vaccinations and spay or neuter will charged to the adoptee at a discounted rate prior to adoption.

5. Quarantine

- A. Known Owner. In cases of animal bites, where no current rabies vaccination is on file and quarantine is required by law, the parties agree that it is the owner's responsibility to quarantine the animal at The Clinic. If space is not available, the parties agree that it is the owner's responsibility to quarantine the animal at a state licensed facility. Animals with current vaccination status that do not pose a threat to the general public and can be adequately confined may be quarantined at the owner's home for a period of ten (10) days from the start of quarantine.
- B. Stray Animals. All stray biting animals with unknown rabies status will be quarantined at the Clinic, and with regard for the additional seven (7) days needed for

quarantine The City will pay the fees related to the quarantine regardless where the animal was confined.

6. Policies

All animals will be subject to the policies of The Clinic.

7. Termination

Either party may terminate this agreement for any reason upon thirty (30) days written notice to the other party.

8. Indemnification / Hold Harmless

Each party agrees to release, indemnify and hold the other party, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorney fees, and expenses incidental thereto, that may be suffered by, or charged to, the party by reason of any loss or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by the other party or its servants, employees or agents of any covenant or condition of this agreement, or by any act or failure to act of those persons. The parties shall not be liable for failure to perform under this agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the respective party's control.

9. Waiver

The waiver by either party of any covenant or condition of this agreement shall not thereafter preclude such party from demanding performance in accordance with the terms of this agreement.

10. Severability

If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this agreement, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

11. Entire Agreement

This agreement sets forth all the covenants, promises, agreements, and conditions between the West Branch Animal Clinic and the City of West Branch concerning animal care services, and there are no other covenants, promises, agreements or conditions, either oral or written, between them. This agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

City of West Branch

Date this 8th day of February, 2018

City of West Branch, Iowa

By: Colton Miller

~~Roger Laughlin~~, Mayor Pro Tem
Colton Miller

ATTEST: Redmond Jones II

Redmond Jones II, City Administrator / Clerk

West Branch Animal Clinic

Date this _____ day of _____, 2018

West Branch Animal Clinic

By: _____

Dr. Shawn Samuelson

ATTEST: Redmond Jones II