



**PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY APRIL 5, 2021 IN THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH, IOWA.**

|                    |                  |  |
|--------------------|------------------|--|
| Mayor              | Roger Laughlin   | <a href="mailto:mayor@westbranchiowa.org">mayor@westbranchiowa.org</a>         |
| Mayor Pro Tem      | Colton Miller    | <a href="mailto:mcolton@rocketmail.com">mcolton@rocketmail.com</a>             |
| Council Member     | Jodee Stoolman   | <a href="mailto:j.stoolmanwbcc@yahoo.com">j.stoolmanwbcc@yahoo.com</a>         |
| Council Member     | Nick Goodweiler  | <a href="mailto:nickgoodweilerwbcc@gmail.com">nickgoodweilerwbcc@gmail.com</a> |
| Council Member     | Tom Dean         | <a href="mailto:tdiowa@hotmail.com">tdiowa@hotmail.com</a>                     |
| Council Member     | Jerry Sexton     | <a href="mailto:jerrysextonwb@gmail.com">jerrysextonwb@gmail.com</a>           |
| City Administrator | Redmond Jones II | <a href="mailto:rjonesii@westbranchiowa.org">rjonesii@westbranchiowa.org</a>   |
| City Attorney      | Kevin Olson      | <a href="mailto:kevinolsonlaw@gmail.com">kevinolsonlaw@gmail.com</a>           |
| Deputy City Clerk  | Leslie Brick     | <a href="mailto:leslie@westbranchiowa.org">leslie@westbranchiowa.org</a>       |

**Please note:** *Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. Electronic Meeting (Pursuant to Iowa Code section 21.8) An electronic meeting is being held because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff and the public presented by COVID-19. You can watch and/or participate in the meeting at the following link <https://zoom.us/j/5322527574> or dial in phone number 1-312-626-6799 with Meeting ID 532 252 7574. A video of the meeting will also be made available April 9<sup>th</sup> on the City Website. For your safety and the safety of others please explore all available opportunities to participate by phone or computer. If you are unable to attend or participate by computer or phone, you may come to City Hall as an audience member.*

**AGENDA**

**A. Call to Order**

**B. Opening Ceremonies**

1. Pledge of Allegiance
2. Welcome

**C. Roll Call**

**D. Guest Speaker, Presentations and Proclamations.**

**E. Public Comment**

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

**F. Approve Agenda / Consent Agenda / Move to Action**

*Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the Public wishes to discuss any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion.*

*"Turning Vision into Reality is our Business"*

1. **Motion to Approve** Meeting Minutes for City Council Meeting March 15, 2021.
2. **Motion to Accept** the Notice of Retirement Date for Gordon Edgar the Finance Director.
3. **Motion to Appoint** Members to and Establish an Animal Control Appeal Board
4. **Motion to Approve** the Claims Report.

**G. Public Hearing / Non-Consent Agenda**

1. **Resolution 1990** – Accepting Seal Coat Unit Pricing from LL Pelling and/or Shamrock Company.
2. **Resolution 1991** – Establishing a New Fund for the Water Quality Improvement “Sponsor Project” Program.
3. **Resolution 1992** – Resolution Approving 28e Agreements Between the City Of West Branch, Iowa and the Boards of Trustees of Cass, Gower, Graham, Iowa, Scott and Springdale Townships for the Purposes of Fire Protection and Aid and Assistance for Other Emergencies or Disasters Relating to Life and Property, or Hazardous Materials.
4. **Resolution 1993** – A Resolution Approving the General Agreement Between the United States Department of Interior National Park Service and the City of West Branch, Iowa Regarding Law Enforcement Assistance.
5. **Resolution 1994** – A Resolution Approving a Radio Frequency Use Agreement between the City of West Branch and the Herbert Hoover National Historic Site.
6. **Resolution 1995** – A Resolution Approving the General Agreement Between the United States Department of the Interior National Park Service and the West Branch Fire/Rescue Department City of West Branch, Iowa.
7. **Resolution 1996** – A Resolution Approving and Accepting Certain Municipal Improvements Constructed in the Meadows Subdivision, Part 4B; West Branch, Iowa.
8. **Discussion Item:** Establishing the Downtown East Redevelopment Site (Former Croell Ready-Mix site) as a Planned Unit Development zoning designation.
9. **Discussion Item:** City Goals and Projects.

**H. Reports**

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

**I. Comments from the Mayor and City Council Members**

**J. Adjournment**

*(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/](http://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**

**March 15, 2021  
7:00 p.m.**

*An Electronic Meeting (pursuant to Iowa Code Section 21.8) of the City Council of the City of West Branch, Cedar County, IA was held on Monday, March 15, 2021 at 7:00 p.m. because a meeting in person was impossible or impractical due to concerns for the health and safety of Council Members, Staff and the Public presented by COVID-19.*

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

Mayor Pro Tem Colton Miller called the West Branch City Council regular meeting to order at 7:00 p.m. Roll call: Council members: Colton Miller, Jodee Stoolman, Jerry Sexton, Tom Dean and Nick Goodweiler were present. Mayor Laughlin was absent. City Staff present: City Administrator Redmond Jones II, Deputy Clerk Leslie Brick and Finance Officer Gordon Edgar. City Staff attending via Zoom: Police Chief John Hanna, Public Works Director Matt Goodale, Library/IT Director Nick Shimmin, Officer Cathy Steen and City Engineer Dave Schechinger.

**GUEST SPEAKER PRESENTATIONS**

Mayor Pro Tem read a proclamation signed by Mayor Roger Laughlin proclaiming April 1<sup>st</sup> 2021 Junior Achievement Day in West Branch. Junior Achievement’s educational contribution equips our young people to become the next generation of productive employees and self-sufficient citizens to ensure the economic prosperity of West Branch.

Jodi Freet, Cedar County Emergency Management Director informed the Council that the purpose of hazard mitigation is to reduce or eliminate long-term risk to people and property from hazards. Freet said Cedar County and participating jurisdictions developed a multi-jurisdictional plan to reduce future losses to the County and its residents. The plan was prepared according to the requirements of the Disaster Mitigation Act of 2000 and must be updated every five years to remain eligible for Federal Emergency Management Agency (FEMA) grant programs.

**PUBLIC COMMENT**

Jessi Simon, CDG Executive Director invited the City Council to the Sweets for Success event to be held on Friday, April 16<sup>th</sup> at Little Lights on the Lane. The event includes dinner, wine and dessert as well as the dessert auction which is the CDG’s main fundraiser of the year.

**CONSENT AGENDA**

Motion to Approve Meeting Minutes for City Council Meeting March 1, 2021.  
Motion to Approve the Claims Report.

**March Claims and February Revenues**

| EXPENDITURES                | 3/15/2021              |           |
|-----------------------------|------------------------|-----------|
| ALLIANT ENERGY              | ELECTRICITY            | 10,587.57 |
| AT & T MOBILITY             | WIRELESS SERVICE       | 344.72    |
| AXON ENTERPRISE, INC.       | TASER SUPPLIES         | 596.68    |
| BARRON MOTOR SUPPLY         | VEHICLE REPAIR PARTS   | 4.60      |
| BOWERS CUSTOM SERVICES LLC  | SAND HAULING           | 480.00    |
| CEDAR COUNTY COOPERATIVE    | VEHICLE FUEL           | 606.27    |
| CROELL, INC.                | SAND                   | 180.08    |
| CULLIGAN WATER TECHNOLOGIES | WATER SOFTENER SERVICE | 23.20     |

|                              |                              |           |
|------------------------------|------------------------------|-----------|
| HAWKINS INC                  | CHEMICALS                    | 937.29    |
| HENNINGSEN DANIEL            | BUILDING INCENTIVE PAYMENT   | 782.01    |
| HI-LINE ELECTRIC COMPANY INC | HI-LINE ELECTRIC COMPANY INC | 457.46    |
| HINKHOUSE GLENN OR PAMELA    | BUILDING INCENTIVE PAYMENT   | 1,186.62  |
| INTERSTATE POWER SYSTEMS INC | SEMI-ANNUAL GEN INSPECTION   | 868.50    |
| IOWA MUNICIPAL FINANCE OFF   | DUES BRICK 21-22             | 100.00    |
| J & M DISPLAYS INC           | FIREWORKS DEPOSIT            | 5,000.00  |
| JOHNSON COUNTY REFUSE INC.   | RECYCLING & TRASH FEB 2021   | 15,611.50 |
| LINDER TIRE SERVICE INC      | SERVICE CALL-TIRE REPAIR     | 346.50    |
| LINN COUNTY R.E.C.           | STREET LIGHTS                | 185.40    |
| LYNCH'S PLUMBING INC         | SUPPLIES                     | 34.80     |
| MENARDS                      | SUPPLIES                     | 2,593.87  |
| MIDWEST FRAME & AXLE         | VEHICLE REPAIR               | 2,002.46  |
| FRIENDS OF ANIMALS           | ANIMAL BOARDING              | 800.00    |
| MOLLY CASHMAN                | RECREATION REFUND-MYA BANE   | 50.00     |
| ROSLYN FRANK                 | TOWN HALL REFUND             | 65.00     |
| PARKSIDE SERVICE             | VEHICLE REPAIR               | 290.30    |
| PATRICK HYDE                 | BUILDING INCENTIVE PAYMENT   | 551.17    |
| PLUNKETT'S PEST CONTROL IN   | PEST CONTROL-POLICE & FIRE   | 75.00     |
| PORT 'O' JONNY INC.          | SERVICE-WAPASI PARK          | 228.00    |
| PROTECT YOUTH SPORTS         | BACKGROUND CHECKS            | 72.00     |
| PYRAMID SERVICES INC.        | EQUIPMENT REPAIR             | 396.85    |
| QC ANALYTICAL SERVICES LLC   | LAB ANALYSIS                 | 759.00    |
| STATE HYGIENIC LAB           | LAB ANALYSIS                 | 27.00     |
| STATE INDUSTRIAL PRODUCTS    | CHEMICALS                    | 244.00    |
| THE HOME DEPOT PRO           | SUPPLIES                     | 102.55    |
| WATER SOLUTIONS UNLIMITED    | CHEMICALS                    | 2,576.06  |
| WEST BRANCH REPAIRS          | VEHICLE REPAIR               | 60.95     |
| WEX BANK                     | WEX BANK                     | 1,313.37  |
| ZIPPY'S SALT BARN LLC        | BULK FIRE BLEND ICE MELT     | 3,048.84  |

|       |  |           |
|-------|--|-----------|
| TOTAL |  | 53,589.62 |
|-------|--|-----------|

|         |          |           |
|---------|----------|-----------|
| PAYROLL | 3/5/2021 | 43,092.95 |
|---------|----------|-----------|

PAID BETWEEN MEETINGS

|                 |                   |        |
|-----------------|-------------------|--------|
| MICHAEL HONAKER | UTILITY REFUND    | 46.71  |
| LAZERSPOT INC   | UTILITY REFUND    | 83.76  |
| MEGAN HOFFMAN   | CLEANING SERVICES | 414.00 |
| GLOBAL PAYMENTS | CREDIT CARD FEES  | 339.24 |

|       |  |        |
|-------|--|--------|
| TOTAL |  | 883.71 |
|-------|--|--------|

|                          |  |           |
|--------------------------|--|-----------|
| GRAND TOTAL EXPENDITURES |  | 97,566.28 |
|--------------------------|--|-----------|

FUND TOTALS

|                                |           |
|--------------------------------|-----------|
| 001 GENERAL FUND               | 48,884.85 |
| 022 CIVIC CENTER               | 711.18    |
| 031 LIBRARY                    | 6,122.87  |
| 110 ROAD USE TAX               | 13,169.11 |
| 112 TRUST AND AGENCY           | 4,616.39  |
| 308 PARK IMP - PEDERSEN VALLEY | 1,375.75  |
| 600 WATER FUND                 | 12,862.21 |
| 610 SEWER FUND                 | 9,823.92  |

|             |           |
|-------------|-----------|
| GRAND TOTAL | 97,566.28 |
|-------------|-----------|

FEBRUARY REVENUE-FISCAL YEAR 2021

FUND FEB

|                            |           |
|----------------------------|-----------|
| 001 GENERAL FUND           | 38,336.39 |
| 022 CIVIC CENTER           | 257.64    |
| 031 LIBRARY                | 165.45    |
| 036 TORT LIABILITY         | 206.28    |
| 110 ROAD USE TAX           | 20,295.05 |
| 112 TRUST & AGENCY         | 1,307.72  |
| 119 EMERGENCY TAX FUND     | 180.19    |
| 121 LOCAL OPTION SALES TAX | 752.52    |
| 226 DEBT SERVICE           | 1,548.81  |

|                             |            |
|-----------------------------|------------|
| 500 CEMETERY PERPETUAL FUND | 301.21     |
| 600 WATER FUND              | 39,931.69  |
| 610 SEWER FUND              | 52,678.97  |
| 740 STORM WATER UTILITY     | 4,887.47   |
| TOTAL                       | 160,849.39 |

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

## **PUBLIC HEARING / NON-CONSENT AGENDA**

### Resolution 1987 – Adopting the Cedar County Multi-Jurisdictional Local Hazard Mitigation Plan. / Move to action.

The Council had no questions or discussion on the topic.

Motion by Goodweiler, second by Sexton to approve Resolution 1987. AYES: Goodweiler, Sexton, Dean Stoolman, Miller. NAYS: None. Motion carried.

### Public Hearing: To Discuss Consideration of Adopting the City Administrator’s Recommended FY 2021-2022 Budget.

Mayor Pro Tem Miller opened the public hearing at 7:09 p.m. There were no public comments. Miller closed the public hearing at 7:10 p.m.

### Resolution 1988 – Adopting the City Administrator’s Recommended Budget for Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022./ Move to action.

Miller commented that he felt the budget process went very smooth this year, the other members agreed. There were no other comments.

Motion by Dean, second by Goodweiler to approve Resolution 1988. AYES: Dean, Goodweiler, Miller, Stoolman, Sexton. NAYS: None. Motion carried.

### Public Hearing: Proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount Not-to-Exceed \$619,000.

Mayor Pro Tem Miller opened the public hearing at 7:11 p.m. There were no public comments. Miller closed the public hearing at 7:12 p.m.

### Resolution 1989 – Taking Additional Action with Respect to a Sewer Revenue Loan and Disbursement Agreement and Authorizing, Approving, and Securing the Payment of a \$619,000 Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement). / Move to action.

No discussion.

Motion by Goodweiler, second by Sexton to approve Resolution 1989. AYES: Goodweiler, Sexton, Stoolman, Miller, Dean. NAYS: None. Motion carried.

### Third Reading of Ordinance 780 – Amending Chapter 165; Entitled, “Zoning Regulations” regarding adding section 50 – Swimming Pools to the West Branch Zoning Ordinance. / Move to action.

#### ORDINANCE NO. 780 AN ORDINANCE AMENDING CHAPTER 165 “ZONING REGULATIONS.”

WHEREAS, the Planning & Zoning Commission of the City of West Branch, Iowa, believes that the clarification of certain sections in the Zoning Code will lead to a clearer understanding of the Code’s requirements; and

WHEREAS, the Planning & Zoning Commission of the City of West Branch, Iowa, believes that a more uniform and consistent wording in the language contained within certain sections in the Zoning Code will aide in making the Zoning Code more navigable and lead to more consistent interpretation of the requirements; and

WHEREAS, the Planning & Zoning Commission recommends to the City Council of the City of West Branch, adoption of these amendment recommendations in the Zoning code; and

WHEREAS, the City Council of the City of West Branch, Iowa has reviewed these recommendations and concurs with the Planning & Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED:

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

165.50 – Amend Chapter 165 by adding section 50: SWIMMING POOLS

165.50 SWIMMING POOLS

165.50 – DEFINITIONS:

1. “Permanent” is defined as a pool that is installed or left up year round and winterized for continued use.
2. “Temporary” is defined as a pool that is taken down or dismantled during the winter months. Temporary pools with a depth of twenty four (24) inches or less are exempt from this sub-section.

Swimming pools intended for private use by persons that reside on the property or their guests are permitted, provided the following conditions are met:

1. Setbacks: (for temporary and permanent pools)
  - a. Residential zones
    - i. The use must be set back a minimum of ten (10) feet from any side or rear lot line.
    - ii. The use may not be located in the front yard unless the use is set back at least forty (40) feet from the front property line.
  - b. Non-residential zones
    - i. In non-residential zones, the use must be set back a minimum of ten (10) feet from any side, rear, or front property line, unless the property on which the use is located is directly abutting or across the street from a property zoned residential. In the case of such an adjacency, the use must comply with the setback requirements for residential zones
2. Permit Required
  - a. Permanent (in-ground) pools with a depth of twenty four (24) inches or more, require a permit.
3. Fence Requirement (for permanent pools only). Swimming pools with a depth of twenty four (24) inches or more and the edge of which is less than four (4) feet above grade, must be completely enclosed by a fence according to the following specifications:
  - a. The fence must be at least four (4) feet in height and must be constructed so that a sphere, five (5) inches in diameter, cannot pass through the fence.
  - b. A principal or accessory building may be used as part of the enclosure.
  - c. All gates and doors opening through the enclosure must be equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in use, except the door of any building which forms a part of the enclosure need not be so equipped.
  - d. The building official may permit other protective devices or structures to be used so long as the degree of protection afforded by the substitute device or structure is not less than the protection afforded by an enclosure built to the specifications of this paragraph.

Passed and approved this 15<sup>th</sup> day of March, 2021.

First Reading: February 16, 2021  
Second Reading: March 1, 2021  
Third Reading: March 15, 2021

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

Attest:

\_\_\_\_\_  
Leslie Brick, Deputy Clerk

No discussion.

Motion by Dean, second by Stoolman to approve Ordinance 780. AYES: Dean, Stoolman, Goodweiler, Miller, Sexton. NAYS: None. Motion carried.

Motion to Approve the Special Event Permit to Celebrate the Start of the summer with the “Kickoff to Summer” – Ice Rink & Sidewalk Sales on Main Street Event. / Move to action.

Sexton asked if other locations for the ice rink were considered since this is a very busy street in town and also very close to the only entrance to Jack & Jill. He asked if the owner of Jack & Jill was notified and agreed to the proposed location. Simon, CDG Executive Director said she had not contacted the owner yet, but was waiting on City approval first. The Council was concerned that the ice rink location would interfere with deliveries to the grocery store and asked that Simon contact the owner for his approval. The Council discussed alternate locations such as the former Casey’s property (now owned by the City). Simon said other locations were discussed but Simon said the event planners preferred to keep the rink as close to downtown as possible for the event and were planning on using the Town Hall for skate rentals and restroom facilities. Miller asked if Simon was still planning on City financial support pledged for this event which was previously planned for Christmas Past 2020 which was cancelled due to COVID-19. Simon said she was

hopeful that the City would honor their prior commitment. Miller indicated that Council had no objections and would approve the \$1500.00 donation. Jones asked Chief Hanna to provide his comments on the ice rink location as it would block the police department garage. Hanna said he did not have a problem with the location and would find alternate parking during this time. The Council concluded that they were okay with the North 1<sup>st</sup> Street closure for the ice rink if the owner of Jack & Jill agreed as well.

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

#### **CITY ADMINISTRATOR REPORT**

Jones said that an out of state company from Ohio stopped in the City Office recently and indicated some possible interest in the Downtown East Redevelopment area for residential development. He also stated that Dollar General, who has been actively trying to find land in town has expressed interest in the property. Sexton said he had received some resident concerns over Dollar General locating to that property. Jones said that he had previously expressed to the company (Dollar General) the City's desire is to not have the typical 'brown box' building and said that there are other design options available.

#### **CITY ATTORNEY REPORT**

Absent

#### **STAFF REPORTS**

Goodale reported that there appears to be a water service leak in the 400 block of North Downey Street. Goodale said Lynch's Excavating has been contacted and said that the repair may be a complicated issue and that most likely the street will be closed while repairs are being made and a detour will most likely be established. Goodale also reported that a large tree on North 4<sup>th</sup> Street is scheduled to be taken down which will also require a road closure and detour. Goodale said he is working on contacting businesses near the affected area and scheduling the work. Goodale added that his staff will be starting on the Cubby Park (extended) parking lot next week as weather permits. The new parking lot is 64' x 200' and will add an additional fifty four (54) parking spaces.

#### **COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Miller asked for an update on the repairs to the West Branch Food Pantry that was damaged last summer by a semi-truck. Jones said, Laughlin who was the lowest bidder on the project, was finishing up on another project and would be starting repairs soon. Jones added that a portion of the work will be to add a handicap accessible entry and would be paid for by a grant the City received in 2020. Jones stated that the project would need to be completed before May 1<sup>st</sup> to be eligible for grant reimbursement. Miller said he was hopeful that the repairs would be done before the Kickoff to Summer event with the ice rink's planned location.

#### **ADJOURNMENT**

Motion to adjourn the regular meeting by Goodweiler, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 7:29 p.m.

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Colton Miller, Mayor Pro Tem

ATTEST: \_\_\_\_\_  
Leslie Brick, Deputy City Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

|                      |   |
|----------------------|---|
| <b>MEETING DATE:</b> | April 5, 2021   |
| <b>AGENDA ITEM:</b>  | <b>Motion to Accept</b> the Notice of Retirement Date for Gordon Edgar the Finance Director.                                      |
| <b>CITY GOAL:</b>    | Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization. |
| <b>PREPARED BY:</b>  | Redmond Jones II, City Administrator / City Clerk   |
| <b>DATE:</b>         | March 30, 2021  |

**BACKGROUND:**

Gordon Edgar, the Director of Finance for the City of West Branch has announced his retirement as of June 30, 2021. He has agreed to be available to assist with any transitioning that maybe needed as it relates to periodic financial reporting and/or any assistance to his successor.

|                              |                                     |
|------------------------------|-------------------------------------|
| <b>STAFF RECOMMENDATION:</b> | Approve the Motion – Move to Action |
|------------------------------|-------------------------------------|

|  |
|--|
| <b>REVIEWED BY CITY ADMINISTRATOR:</b> |
| <b>COUNCIL ACTION:</b>                 |
| <b>MOTION BY:</b>                      |
| <b>SECOND BY:</b>                      |

*"Turning Vision into Reality is our Business"*



March 23, 2021

Redmond Jones, City Administrator

City of West Branch

110 N Poplar

West Branch, IA 52358

Dear Redmond:

This letter is to inform you that I will be retiring effective June 30, 2021.

According to IPERS rules, I must be off work for one month before I can perform any work for an IPERS covered employer. Consequently, I will be available to assist with training or reporting work after July 31.

Thank you for the opportunity to serve the City of West Branch.

Sincerely,

A handwritten signature in cursive script that reads "Gordon R. Edgar".

Gordon R. Edgar



**REQUEST FOR COUNCIL CONSIDERATION**

|                      |   |
|----------------------|---|
| <b>MEETING DATE:</b> | April 5, 2021   |
| <b>AGENDA ITEM:</b>  | <b>Motion to Approve</b> Members to the West Branch Animal Control Appeal Board.  |
| <b>CITY GOAL:</b>    | Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization. |
| <b>PREPARED BY:</b>  | Redmond Jones II, City Administrator  |
| <b>DATE:</b>         | March 30, 2021  |

**BACKGROUND:**

The following members are to be appointed by the Mayor and requested to be approved by the City Council: **Al Beyer (Animal Control Advisory Commission), Nick Goodweiler (City Council),**

*the third member a veterinarian is vacant.*

B. The Chief Animal Control Officer shall notify the owner or agent in control by certified mail or personal service of the animal’s behavior and classification as a potentially dangerous or dangerous animal and of the additional restrictions applicable to that animal by reason of its classification. The owner may appeal the classification to the Animal Control Board. Such Board will be appointed by the Mayor and be comprised of three (3) members: a veterinarian, a member of the City Council, and a member of the Animal Control Advisory Commission. The City Attorney, or a representative of the City Attorney, shall be present at all meetings of the Board. The person who was attacked or the owner of the domestic animal attacked must be notified and may be present during this appeal process.

*(Ord. 666 – Mar. 11 Supp. and Ord. 681 – Feb. 13 Supp.)*

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| <b>STAFF RECOMMENDATION:</b> Approve the Motion – Move to Action |
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| <b>REVIEWED BY CITY ADMINISTRATOR:</b> |
| <b>COUNCIL ACTION:</b>                 |
| <b>MOTION BY:</b>                      |
| <b>SECOND BY:</b>                      |



**REQUEST FOR COUNCIL CONSIDERATION**

|                      |   |
|----------------------|---|
| <b>MEETING DATE:</b> | April 5, 2021   |
| <b>AGENDA ITEM:</b>  | <b>Motion to Approve</b> the Claims Report.   |
| <b>CITY GOAL:</b>    | Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization. |
| <b>PREPARED BY:</b>  | Gordon Edgar, Finance Director  |
| <b>DATE:</b>         | March 30, 2021  |

**BACKGROUND:**

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

|   |
|---|
| <b>STAFF RECOMMENDATION:</b> Approve Claims Report – Move to Action |
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| <b>REVIEWED BY CITY ADMINISTRATOR:</b> |
| <b>COUNCIL ACTION:</b>                 |
| <b>MOTION BY:</b>                      |
| <b>SECOND BY:</b>                      |

*"Turning Vision into Reality is our Business"*

**EXPENDITURES**

**4/5/2021**

|                                     |                                |           |
|-------------------------------------|--------------------------------|-----------|
| AE OUTDOOR POWER                    | EQUIPMENT REPAIR               | 796.54    |
| ALTORFER INC                        | EQUIPMENT REPAIR               | 3,566.71  |
| AMAZON                              | BOOKS, PROG,MISC,TECH SUPPLIES | 989.90    |
| AMAZON.COM.CA.,INC.                 | OFFICE SUPPLIES                | 44.99     |
| BAKER & TAYLOR INC.                 | CREDIT MEMO                    | 970.70    |
| BARNHART'S CUSTOM SERVICES          | SNOW MOVING WATER TOWER        | 450.00    |
| BARRON MOTOR SUPPLY                 | REPAIR SUPPLIES                | 2.32      |
| BEAVER HEATING AND AIR CONDITIONING | SERVICE CALL                   | 78.00     |
| BROWN'S WEST BRANCH                 | VEHICLE REPAIR                 | 65.44     |
| DREAMHOST WEBHOSTING                | WEB SITE HOST 3-23-21 TO 3-22  | 420.25    |
| DROLLINGER, BRENT                   | BUILDING INCENTIVE PAYMENT     | 2,308.51  |
| ELDON C STUTSMAN INC                | BRINE PREPARATION EQUIPMENT    | 6,125.00  |
| ELECTRICAL ENGINEERING & EQUIPMENT  | SUPPLIES                       | 91.77     |
| GOODALE, MATTHEW                    | TRAINING                       | 130.00    |
| HI-LINE ELECTRIC COMPANY INC        | SUPPLIES                       | 337.34    |
| HOLLYWOOD GRAPHICS                  | SUPPLIES                       | 54.53     |
| IOWA ONE CALL                       | UTILITY NOTIFICATION SERVICE   | 18.00     |
| JJ NICHING COMPANY                  | REPAIR PARTS                   | 35.12     |
| JOHANNNS, DEREK OR SARAH            | BUILDING INCENTIVE PROGRAM     | 1,791.34  |
| JOHN DEERE FINANCIAL                | MAINTENANC SUPPLIES, BATTERIES | 253.09    |
| JOHNSON COUNTY REFUSE INC           | GARBAGE STICKERS               | 285.00    |
| KANOPY                              | VIDEO RENTALS                  | 75.00     |
| KNOCHE, REBECCA                     | BUILDING INCENTIVE             | 53.62     |
| KOCH OFFICE GROUP                   | COPIER MAINTENANCE             | 268.23    |
| LIBERTY COMMUNICATIONS              | LIBERTY COMMUNICATIONS         | 1,570.46  |
| LOGAN CONTRACTOR'S SUPPLY           | SUPPLIES-PARKING LOT           | 77.84     |
| LYNCH'S EXCAVATING INC              | SAND                           | 538.80    |
| LYNCH'S PLUMBING INC                | VACUUM TRUCK RENTAL            | 556.80    |
| MCELFRSH, SARA                      | BUILDING INCENTIVE PAYMENT     | 1,111.22  |
| MENARDS                             | SUPPLIES                       | 162.70    |
| MISCELLANEOUS VENDOR                | DYNAMINDS PUBLISHING:INVESTING | 277.00    |
| MOORE'S WELDING INC                 | CUTTING EDGES & PLOW REPAIR    | 2,727.10  |
| MUNDELL, JENNIFER                   | BUILDING INCENTIVE PAYMENT     | 789.73    |
| MUNICIPAL SUPPLY INC.               | WATER METER & CHARGER          | 1,232.00  |
| OLSON, KEVIN D                      | LEGAL SERVICES-MARCH 2021      | 3,000.00  |
| OVERDRIVE INC                       | BOOKS, AUDIO BOOKS             | 945.37    |
| PETERSON, ADAM D OR LINDSEY         | BUILDING INCENTIVE PAYMENT     | 900.45    |
| PITNEY BOWES INC                    | POSTAGE METER RENTAL           | 180.00    |
| PLAY IT AGAIN SPORTS                | YOUTH SPORTS SUPPLIES          | 326.56    |
| PORT 'O' JONNY INC.                 | SERVICE-CEMETERY               | 95.00     |
| QUILL CORP                          | OFFICE SUPPLIES                | 87.13     |
| SHIMMIN, NICK                       | SOFTWARE                       | 309.97    |
| STATE INDUSTRIAL PRODUCTS           | CHEMICALS                      | 244.00    |
| THE HOME DEPOT PRO                  | CLEANING SUPPLIES              | 45.84     |
| VEENSTRA & KIMM INC.                | UTILITY MAPPING                | 18,648.12 |
| WEST BRANCH TIMES                   | LEGAL PUBLICATIONS-ADVERTISING | 592.89    |

|   |                               |                   |
|---|-------------------------------|-------------------|
| WHITE CAP L.P.                          | SUPPLIES                      | 197.32            |
| <b>TOTAL</b>                            |                               | <b>53,827.70</b>  |
| <b>PAYROLL</b>                          | <b>3/19/2021</b>              | <b>56,356.58</b>  |
| <b>PAYROLL</b>                          | <b>4/2/2021</b>               | <b>44,402.26</b>  |
| <b>PAID BETWEEN MEETINGS</b>            |                               |                   |
| CJ COOPER & ASSOICIATES                 | DRUG TEST                     | 159.80            |
| FRONTLINE PLUS                          | SERVICE AGREEMENT-STORM SIREN | 500.00            |
| MEDIACOM                                | CABLE SERVICE                 | 41.90             |
| PITNEY BOWES GLOBAL FINANCIAL           | MAILING EQUIPMENT LEASE       | 77.37             |
| PITNEY BOWES PURCHASE POWER             | REPLENISH POSTAGE METER       | 500.00            |
| RAC SERVICES                            | SECURITY SERVICES             | 5,154.10          |
| STRYKER SALES CORPORATION               | MEDICAL SUPPLIES              | 2,180.00          |
| US BANK CORPORATE CARD                  | TRAINING, SUPPLIES            | 2,769.13          |
| US BANK EQUIPMENT FINANCE               | LEASE OF COPY MACHINE         | 223.13            |
| VERIZON WIRELESS                        | WIRELESS SERVICE              | 420.89            |
| WELLMARK                                | FLEX CLAIMS ADMINISTRATION    | 59.40             |
| WEST BRANCH REPAIRS                     | VEHICLE REPAIR                | 76.67             |
| <b>TOTAL</b>                            |                               | <b>12,162.39</b>  |
| <b>GRAND TOTAL EXPENDITURES</b>         |                               | <b>166,748.93</b> |
| <b>FUND TOTALS</b>                      |                               |                   |
| 001 GENERAL FUND                        |                               | 69,675.41         |
| 022 CIVIC CENTER                        |                               | 45.07             |
| 031 LIBRARY                             |                               | 15,988.62         |
| 110 ROAD USE TAX                        |                               | 18,022.58         |
| 112 TRUST AND AGENCY                    |                               | 17,325.32         |
| 308 PARK IMP -PEDERSEN VALLEY           |                               | 77.84             |
| 321 WIDENING WAPSI CREEK @ BERANEK PARK |                               | 4,460.22          |
| 323 I-80 WEST, WATER MAIN RELOCATE      |                               | 783.87            |
| 324 WW TREATMT FAC IMP 2021             |                               | 11,660.00         |
| 327 GREENVIEW CONNECTION                |                               | 740.80            |
| 600 WATER FUND                          |                               | 14,731.07         |
| 610 SEWER FUND                          |                               | 13,238.13         |
| <b>GRAND TOTAL</b>                      |                               | <b>166,748.93</b> |

| DEPARTMENT                 | FUND         | VENDOR NAME  | DESCRIPTION                | AMOUNT       |
|----------------------------|--------------|--|----------------------------|--------------|
| POLICE OPERATION           | GENERAL FUND | BROWN'S WEST BRANCH<br>LIBERTY COMMUNICATIONS<br>AMAZON.COM.CA., INC.  | VEHICLE REPAIR             | 65.44        |
|                            |              |  | TELEPHONE SERVICE          | 305.04       |
|                            |              |  | OFFICE SUPPLIES            | 44.99        |
|                            |              |  | TOTAL:                     | 415.47       |
| FIRE OPERATION             | GENERAL FUND | LIBERTY COMMUNICATIONS   | TELEPHONE SERVICE          | 90.16        |
|                            |              |  | TOTAL:                     | 90.16        |
| ROADS AND STREETS          | GENERAL FUND | ELDON C STUTSMAN INC   | BRINE PREPARATION EQUIPMEN | 6,125.00     |
|                            |              |  | TOTAL:                     | 6,125.00     |
| PARK & RECREATION          | GENERAL FUND | WEST BRANCH TIMES<br>LYNCH'S PLUMBING INC<br>MENARDS<br>HOLLYWOOD GRAPHICS<br>PLAY IT AGAIN SPORTS<br>LIBERTY COMMUNICATIONS<br><br>THE HOME DEPOT PRO | LEGAL PUBLICATIONS-ADVERTI | 55.50        |
|                            |              |  | BUILDING REPAIRS           | 196.80       |
|                            |              |  | BUILDING OPERATING SUPPLIE | 128.89       |
|                            |              |  | SUPPLIES                   | 54.53        |
|                            |              |  | YOUTH SPORTS SUPPLIES      | 326.56       |
|                            |              |  | TELEPHONE SERVICE          | 189.42       |
|                            |              |  | TELEPHONE SERVICE          | 91.89        |
|                            |              |  | CLEANING SUPPLIES          | 22.92        |
|                            |              |  | TOTAL:                     | 1,066.51     |
|                            |              |  | CEMETERY                   | GENERAL FUND |
| MAINTENANC SUPPLIES, BATTE | 231.96       |  |                            |              |
| EQUIPMENT REPAIR           | 290.08       |  |                            |              |
| EQUIPMENT REPAIR           | 506.46       |  |                            |              |
| REPAIR PARTS               | 35.12        |  |                            |              |
| TOTAL:                     | 1,158.62     |  |                            |              |
| ECONOMIC DEVELOPMENT       | GENERAL FUND | KNOCHE, REBECCA<br>MUNDELL, JENNIFER<br>MCELFRSH, SARA<br>PETERSON, ADAM D OR LINDSEY N<br>JOHANN'S, DEREK OR SARAH<br>DROLLINGER, BRENT               | BUILDING INCENTIVE         | 53.62        |
|                            |              |  | BUILDING INCENTIVE PAYMENT | 789.73       |
|                            |              |  | BUILDING INCENTIVE PAYMENT | 1,111.22     |
|                            |              |  | BUILDING INCENTIVE PAYMENT | 900.45       |
|                            |              |  | BUILDING INCENTIVE PROGRAM | 1,791.34     |
|                            |              |  | BUILDING INCENTIVE PAYMENT | 2,308.51     |
|                            |              |  | TOTAL:                     | 6,954.87     |
| CLERK & TREASURER          | GENERAL FUND | DREAMHOST WEBHOSTING<br><br>MENARDS<br>KOCH OFFICE GROUP<br>LIBERTY COMMUNICATIONS<br>PITNEY BOWES INC   | WEB SITE HOST 3-23-21 TO 3 | 417.00       |
|                            |              |  | STORAGE OVERAGE            | 3.25         |
|                            |              |  | MAINTENANCE SUPPLIES       | 24.96        |
|                            |              |  | COPIER MAINTENANCE         | 268.23       |
|                            |              |  | TELEPHONE SERVICE          | 425.02       |
|                            |              |  | POSTAGE METER RENTAL       | 180.00       |
|                            |              |  | TOTAL:                     | 1,318.46     |
|                            |              |  | LEGAL SERVICES             | GENERAL FUND |
| LEGAL SERVICES-MARCH 2021  | 1,500.00     |  |                            |              |
| LEGAL SERVICES - APRIL 202 | 1,500.00     |  |                            |              |
| TOTAL:                     | 3,476.02     |  |                            |              |
| SOLID WASTE                | GENERAL FUND | JOHNSON COUNTY REFUSE INC.   | GARBAGE STICKERS           | 285.00       |
|                            |              |  | TOTAL:                     | 285.00       |
| LOCAL CABLE ACCESS         | GENERAL FUND | LIBERTY COMMUNICATIONS   | TELEPHONE SERVICE          | 64.95        |
|                            |              |  | TOTAL:                     | 64.95        |
| COMMISSION                 | GENERAL FUND | VEENSTRA & KIMM INC.   | PUD REVIEW                 | 543.00       |

| DEPARTMENT         | FUND               | VENDOR NAME                            | DESCRIPTION                | AMOUNT   |
|--------------------|--------------------|--|----------------------------|----------|
|                    |                    |  | TOTAL:                     | 543.00   |
| TOWN HALL          | CIVIC CENTER       | LIBERTY COMMUNICATIONS                 | TELEPHONE SERVICE          | 45.07    |
|                    |                    |  | TOTAL:                     | 45.07    |
| LIBRARY            | LIBRARY            | OVERDRIVE INC                          | BOOKS, AUDIO BOOKS         | 791.92   |
|                    |                    |  | BOOKS                      | 148.47   |
|                    |                    |  | EBOOK                      | 2.49     |
|                    |                    |  | BOOKS                      | 2.49     |
|                    |                    | BEAVER HEATING AND AIR CONDITIONING IN | SERVICE CALL               | 78.00    |
|                    |                    | WEST BRANCH TIMES                      | WEST BRANCH TIMES          | 30.00    |
|                    |                    | SHIMMIN, NICK                          | SOFTWARE                   | 29.99    |
|                    |                    |  | TWO COMPUTER MONITORS      | 179.98   |
|                    |                    |  | CDG DOWNTOWN DOLLARS       | 100.00   |
|                    |                    | QUILL CORP                             | OFFICE SUPPLIES            | 24.89    |
|                    |                    |  | COMPUTER EXPANSION DRIVE   | 62.24    |
|                    |                    | BAKER & TAYLOR INC.                    | BOOKS                      | 85.06    |
|                    |                    |  | BOOKS                      | 89.33    |
|                    |                    |  | BOOKS                      | 377.09   |
|                    |                    |  | BOOKS                      | 243.07   |
|                    |                    |  | BOOKS                      | 76.93    |
|                    |                    |  | BOOKS                      | 114.26   |
|                    |                    |  | CREDIT MEMO                | 15.04-   |
|                    |                    | LIBERTY COMMUNICATIONS                 | TELEPHONE SERVICE          | 212.51   |
|                    |                    | AMAZON                                 | BOOKS, PROG,MISC,TECH SUPP | 320.28   |
|                    |                    |  | BOOKS, PROG,MISC,TECH SUPP | 592.75   |
|                    |                    |  | BOOKS, PROG,MISC,TECH SUPP | 7.89     |
|                    |                    |  | BOOKS, PROG,MISC,TECH SUPP | 68.98    |
|                    |                    | THE HOME DEPOT PRO                     | CLEANING SUPPLIES          | 22.92    |
|                    |                    | MISCELLANEOUS V DYNAMINDS PUBLISHING   | DYNAMINDS PUBLISHING:INVES | 250.00   |
|                    |                    | MARSHALLTOWN PL                        | MARSHALLTOWN PL:LOST BOOK  | 27.00    |
|                    |                    | KANOPY                                 | VIDEO RENTALS              | 45.00    |
|                    |                    |  | VIDEO RENTALS              | 30.00    |
|                    |                    |  | TOTAL:                     | 3,998.50 |
| ROADS & STREETS    | ROAD USE TAX       | LYNCH'S EXCAVATING INC                 | SAND                       | 223.80   |
|                    |                    |  | SAND                       | 315.00   |
|                    |                    | LYNCH'S PLUMBING INC                   | VACUUM TRUCK RENTAL        | 360.00   |
|                    |                    | BARNHART'S CUSTOM SERVICES LLC         | SNOW MOVING WATER TOWER    | 450.00   |
|                    |                    | ALTORFER INC                           | EQUIPMENT REPAIR           | 3,566.71 |
|                    |                    | MENARDS                                | SUPPLIES                   | 8.85     |
|                    |                    | JOHN DEERE FINANCIAL                   | MAINTENANC SUPPLIES, BATTE | 21.13    |
|                    |                    | LIBERTY COMMUNICATIONS                 | TELEPHONE SERVICE          | 48.80    |
|                    |                    | BARRON MOTOR SUPPLY                    | REPAIR SUPPLIES            | 2.32     |
|                    |                    | ELECTRICAL ENGINEERING & EQUIPMENT CO  | SUPPLIES                   | 91.77    |
|                    |                    | HI-LINE ELECTRIC COMPANY INC           | SUPPLIES                   | 21.75    |
|                    |                    |  | SUPPLIES                   | 272.09   |
|                    |                    | MOORE'S WELDING INC                    | CUTTING EDGES & PLOW REPAI | 2,727.10 |
|                    |                    | WHITE CAP L.P.                         | SUPPLIES                   | 197.32   |
|                    |                    |  | TOTAL:                     | 8,306.64 |
| INVALID DEPARTMENT | PARK IMP - PEDERSE | LOGAN CONTRACTOR'S SUPPLY INC          | SUPPLIES-PARKING LOT       | 77.84    |
|                    |                    |  | TOTAL:                     | 77.84    |
| INVALID DEPARTMENT | WIDENING WAPSI CRE | VEENSTRA & KIMM INC.                   | 321 CHANNEL WIDENING FLOOD | 4,460.22 |
|                    |                    |  | TOTAL:                     | 4,460.22 |

| DEPARTMENT         | FUND               | VENDOR NAME  | DESCRIPTION                | AMOUNT    |
|--------------------|--------------------|--|----------------------------|-----------|
| INVALID DEPARTMENT | I-80 WEST, WATER M | WEST BRANCH TIMES<br>VEENSTRA & KIMM INC.  | LEGAL PUBLICATIONS-ADVERTI | 31.37     |
|                    |                    |  | 323 I-80 WEST WATER MAIN R | 724.00    |
|                    |                    |  | I-80 WEST WATER MAIN RELOC | 28.50     |
|                    |                    |  | TOTAL:                     | 783.87    |
| INVALID DEPARTMENT | WW TREATMT FAC IMP | VEENSTRA & KIMM INC.   | WW TREATMENT FAC IMP 2021  | 11,660.00 |
|                    |                    |  | TOTAL:                     | 11,660.00 |
| INVALID DEPARTMENT | GREENVIEW CONNECTI | VEENSTRA & KIMM INC.   | WATER QUALITY IMP PROJECT  | 740.80    |
|                    |                    |  | TOTAL:                     | 740.80    |
| WATER OPERATING    | WATER FUND         | IOWA ONE CALL<br>MUNICIPAL SUPPLY INC.<br>VEENSTRA & KIMM INC.<br>LIBERTY COMMUNICATIONS<br>HI-LINE ELECTRIC COMPANY INC<br>GOODALE, MATTHEW | UTILITY NOTIFICATION SERVI | 9.00      |
|                    |                    |  | WATER METER & CHARGER      | 1,232.00  |
|                    |                    |  | UTILITY MAPPING            | 245.80    |
|                    |                    |  | TELEPHONE SERVICE          | 48.80     |
|                    |                    |  | SUPPLIES                   | 21.75     |
|                    |                    |  | TRAINING                   | 130.00    |
|                    |                    |  | TOTAL:                     | 1,687.35  |
| SEWER OPERATING    | SEWER FUND         | IOWA ONE CALL<br>VEENSTRA & KIMM INC.<br>LIBERTY COMMUNICATIONS<br>STATE INDUSTRIAL PRODUCTS<br>HI-LINE ELECTRIC COMPANY INC                 | UTILITY NOTIFICATION SERVI | 9.00      |
|                    |                    |  | UTILITY MAPPING            | 245.80    |
|                    |                    |  | TELEPHONE SERVICE          | 48.80     |
|                    |                    |  | CHEMICALS                  | 244.00    |
|                    |                    |  | SUPPLIES                   | 21.75     |
|                    |                    |  | TOTAL:                     | 569.35    |

===== FUND TOTALS =====

|              |                           |           |
|--------------|---------------------------|-----------|
| 001          | GENERAL FUND              | 21,498.06 |
| 022          | CIVIC CENTER              | 45.07     |
| 031          | LIBRARY                   | 3,998.50  |
| 110          | ROAD USE TAX              | 8,306.64  |
| 308          | PARK IMP - PEDERSEN VALLE | 77.84     |
| 321          | WIDENING WAPSI CREEK @ BE | 4,460.22  |
| 323          | I-80 WEST, WATER MAIN REL | 783.87    |
| 324          | WW TREATMT FAC IMP 2021   | 11,660.00 |
| 327          | GREENVIEW CONNECTION      | 740.80    |
| 600          | WATER FUND                | 1,687.35  |
| 610          | SEWER FUND                | 569.35    |
| -----        |                           |           |
| GRAND TOTAL: |                           | 53,827.70 |
| -----        |                           |           |



SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-City of West Branch  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 0/00/0000 THRU 99/99/9999  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 4/05/2021 THRU 4/05/2021  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PAYROLL SELECTION

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

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PRINT OPTIONS

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

-----  
PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
-----



**REQUEST FOR COUNCIL CONSIDERATION**

|                      |   |
|----------------------|---|
| <b>MEETING DATE:</b> | April 5, 2021   |
| <b>AGENDA ITEM:</b>  | <b>Resolution 1990</b> – Accepting Seal Coat Unit Pricing from LL Pelling and/or Shamrock.  |
| <b>CITY GOAL:</b>    | Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization. |
| <b>PREPARED BY:</b>  | Matt Goodale, Public Works Director   |
| <b>DATE:</b>         | March 31, 2021  |

**BACKGROUND:**

At the January 19<sup>th</sup> meeting LL Pelling seal coat unit prices were presented, at that time council expressed an interest in receiving quotes from other contractors. I contacted three additional contractors. I received one additional unit pricing quote. One of the contractors I contacted does not do sealcoat anymore (Hansen Asphalt) and the other (Kluesner Construction) does not do seal coat work in this area. Shamrock gave me a quote. Using LL Pelling’s method of types of work to keep it similar.

|                         |                         |
|-------------------------|-------------------------|
| Shamrock                | LL Pelling              |
| Type A is \$2.50 sq/yd  | Type A is \$3.80 sq/yd  |
| Type B is \$2.25 sq/yd  | Type B is \$2.70 sq yd  |
| Cold patch is \$175 ton | Cold patch is \$250 ton |
| Mobilization is \$2,200 | Mobilization is None    |

I have also reached out to our contact at LL Pelling to see if a lowered price is possible and will report on that when I receive the information.

|  |  |
|--|--|
| <b>STAFF RECOMMENDATION:</b>           | Approve Resolution 1990 / Move to Action |
| <b>REVIEWED BY CITY ADMINISTRATOR:</b> |  |
| <b>COUNCIL ACTION:</b>                 |  |
| <b>MOTION BY:</b>                      |  |
| <b>SECOND BY:</b>                      |  |

*"Turning Vision into Reality is our Business"*

**RESOLUTION 1990**

**ACCEPTING SEAL COAT UNIT PRICING FROM LL PELLING AND/OR SHAMROCK.**

**WHEREAS**, the City of West Branch over the past several years have accepted the annual unit pricing for seal coat services from one contractor; and

**WHEREAS**, acceptance doesn't obligate the City of West Branch to use said contractor for seal coat work within the city; and

**WHEREAS**, this year two contractors have expressed interest in providing the City of West Branch annual unit pricing for seal coat services; and

**WHEREAS**, these companies are LL Pelling and Shamrock; and

**WHEREAS**, both companies are reputable; and

**WHEREAS**, the City of West Branch, would have the benefit of choosing either contractor based on economic and availability benefit for the City of West Branch: and

**WHEREAS**, the unit prices presented to the City of West Branch are as follows:

|                         |                         |
|-------------------------|-------------------------|
| Shamrock                | LL Pelling              |
| Type A is \$2.50 sq/yd  | Type A is \$3.80 sq/yd  |
| Type B is \$2.25 sq/yd  | Type B is \$2.70 sq yd  |
| Cold patch is \$175 ton | Cold patch is \$250 ton |
| Mobilization is \$2,200 | Mobilization is none    |

**NOW, THEREFORE, BE IT RESOLVED**, that the City of West Branch, Iowa accepts seal coat unit pricing from the following contractor(s) \_\_\_\_\_, \_\_\_\_\_ for the purposes of potentially being an awarded a service contract for work this coming construction season. Further, the City Administrator is directed to execute any official acts to execute the aforementioned plan.

\* \* \* \* \*

**Passed and approved this 5th day of April, 2021.**

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Leslie Brick, Deputy City Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

|                      |   |
|----------------------|---|
| <b>MEETING DATE:</b> | April 5, 2021   |
| <b>AGENDA ITEM:</b>  | <b>Resolution 1991</b> – Establishing a New Fund for the Water Quality Improvement “Sponsor Project” Program.                     |
| <b>CITY GOAL:</b>    | Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization. |
| <b>PREPARED BY:</b>  | Redmond Jones, City Administrator / Gordon Edgar, Finance Director  |
| <b>DATE:</b>         | March 31, 2021  |

**BACKGROUND:**

IDNR has a program that allows the City to pursue a loan for a storm water quality project that is up to 10% of the SRF construction loan for a wastewater project. The City is currently on the SRF IUP list for \$7,187,000. The City would be eligible for up to \$718,700 towards a water quality improvement project or projects. If the City is selected for the program, the interest rate on the wastewater plant loan would be reduced and the two loans would be combined to result in the same payment as the original wastewater plant loan would have been. The result is that the City completes the two projects for the same cost as the original wastewater plant project.

The program is competitive, and the applicant must demonstrate a water quality benefit. Veenstra & Kimm, Inc. and Impact 7G are proposing that the City prepare an application through this program to fund a portion of the Wapsinonic Creek channel work on the Beranek Park property and the Hoover Creek overbank area between Cubby Park and Main Street. There is some upfront cost to prepare the watershed assessment and complete the application.

A capital fund must be created for each capital project and the City Council must authorize the establishment of new funds. A fund must be created in order to budget for the capital project. This action allows the city to plan and process the expenses related to the application preparation, design and construction of project eligible under the aforementioned capital project(s).

|  |  |
|--|--|
| <b>STAFF RECOMMENDATION:</b>           | Approve Resolution 1991 / Move to Action |
| <b>REVIEWED BY CITY ADMINISTRATOR:</b> |  |
| <b>COUNCIL ACTION:</b>                 |  |
| <b>MOTION BY:</b>                      |  |
| <b>SECOND BY:</b>                      |  |

*"Turning Vision into Reality is our Business"*

**RESOLUTION 1991**

**ESTABLISHING A NEW FUND FOR THE WATER QUALITY IMPROVEMENT  
“SPONSOR PROJECT” PROGRAM.**

**WHEREAS**, the City Council of the City of West Branch, Iowa is planning to complete capital projects and funds for the capital projects must be established.

**WHEREAS**, the City of West Branch have approved and have received expenses related to the capital project mentioned in this resolution; and

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

**Section 1.** A capital project fund for the Sponsored Water Quality Improvement Project – 2021 (Fund 327) is hereby created.

**Section 2.** All Resolutions or parts of Resolutions in conflict with the provisions of this resolution are hereby repealed.

**PASSED AND APPROVED**, this 5th day of April, 2021.

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

|                      |   |
|----------------------|---|
| <b>MEETING DATE:</b> | April 5, 2021   |
| <b>AGENDA ITEM:</b>  | <b>Resolution 1992 -</b> Resolution Approving 28e Agreements Between the City Of West Branch, Iowa and the Boards of Trustees of Cass, Gower, Graham, Iowa, Scott and Springdale Townships for the Purposes of Fire Protection and Aid and Assistance for Other Emergencies or Disasters Relating to Life and Property, or Hazardous Materials. |
| <b>CITY GOAL:</b>    | Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.   |
| <b>PREPARED BY:</b>  | Redmond Jones II, City Administrator / Gordon Edgar, Finance Director   |
| <b>DATE:</b>         | March 31, 2021  |

**BACKGROUND:**

An agreement was entered into with and under the provisions of chapter 28E of the Code of Iowa on January 20, 2021. Between the City of West Branch (as the providing agency) and the Board of Trustees of Cass Township, Cedar County, Iowa (referenced collectively at the Townships).

As the providing agency, the City of West Branch is willing and able to provide fire protection to the Townships and the Townships deem it in the best financial and economic interest of the aforementioned agencies that said protection be provided by the providing agency to the Townships for the safety and welfare of its citizens and its inhabitants.

*The aforementioned 28e Agreement is attached.*

|  |  |
|--|--|
| <b>STAFF RECOMMENDATION:</b>           | Approve Resolution 1992 / Move to Action |
| <b>REVIEWED BY CITY ADMINISTRATOR:</b> |  |
| <b>COUNCIL ACTION:</b>                 |  |
| <b>MOTION BY:</b>                      |  |
| <b>SECOND BY:</b>                      |  |

*"Turning Vision into Reality is our Business"*

RECEIVED  
FEB 16 REC'D

## AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 20<sup>th</sup> day of January, 2021, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Cass Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property, and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Cass Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

### IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Cass Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the "providing agency."
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 20, 2021, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1<sup>st</sup> of the year of renewal date, in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2021, the sum of \$5442.00.00 which shall be for the period running to July 1, 2022, and \$5442.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or



non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

**A. Public Liability:** Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person  
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person  
\$300,000.00 each occurrence

**B. Workmens Compensation:** Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 20<sup>th</sup> day of January, 2021, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH


BY \_\_\_\_\_  
MAYOR

\_\_\_\_\_

BY \_\_\_\_\_  
CITY CLERK

CASS TOWNSHIP

BY  \_\_\_\_\_  
TRUSTEE

BY  \_\_\_\_\_  
TRUSTEE

BY  \_\_\_\_\_  
TRUSTEE



**RESOLUTION 1992**

**RESOLUTION APPROVING 28E AGREEMENTS BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE BOARDS OF TRUSTEES OF CASS, GOWER, GRAHAM, IOWA, SCOTT AND SPRINGDALE TOWNSHIPS FOR THE PURPOSES OF FIRE PROTECTION AND AID AND ASSISTANCE FOR OTHER EMERGENCIES OR DISASTERS RELATING TO LIFE AND PROPERTY, OR HAZARDOUS MATERIALS.**

**WHEREAS**, it is in the best interest of the City of West Branch and Cass, Gower, Graham, Iowa, Scott and Springdale Townships to have a joint agreement for the purpose of providing fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials; and

**WHEREAS**, the City Council finds it in the best interest of the residents of West Branch to have updated agreements in place to provide these services to the various townships; 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 28E Agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

\* \* \* \* \*

**Passed and approved this 5th day of April, 2021.**

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Redmond Jones II, City Administrator/Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

|                      |  |
|----------------------|--|
| <b>MEETING DATE:</b> | April 5, 2021  |
| <b>AGENDA ITEM:</b>  | <b>Resolution 1993 - A Resolution Approving the General Agreement Between the United States Department of Interior National Park Service and the City of West Branch, Iowa Regarding Law Enforcement Assistance.</b> |
| <b>CITY GOAL:</b>    | Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.  |
| <b>PREPARED BY:</b>  | Redmond Jones II, City Administrator / John K. Hanna, Chief of Police  |
| <b>DATE:</b>         | March 31, 2021   |

**BACKGROUND:**

The objective of the agreements is to coordinate emergency law enforcement assistance between the two agencies. Herbert Hoover National Historic Site is under concurrent legislative jurisdiction, and the National Park Service and the West Branch Police Department therefore share a common interest in law enforcement at Herbert Hoover National Historic Site.

Both agencies recognize through long experience that violations affecting the safety and welfare of citizens, property, and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries. Both agencies also recognize that the most effective and sometimes only method to detect, deter, and solve these crimes is through cooperative efforts

|  |  |
|--|--|
| <b>STAFF RECOMMENDATION:</b>           | Approve Resolution 1993 / Move to Action |
| <b>REVIEWED BY CITY ADMINISTRATOR:</b> |  |
| <b>COUNCIL ACTION:</b>                 |  |
| <b>MOTION BY:</b>                      |  |
| <b>SECOND BY:</b>                      |  |

*"Turning Vision into Reality is our Business"*

**General Agreement  
between  
The United States Department of the Interior  
National Park Service  
and  
The City of West Branch  
Iowa**

This Agreement is entered into by and between the National Park Service (hereinafter NPS), United States Department of the Interior, acting through the Superintendent of Herbert Hoover National Historic Site (hereinafter Herbert Hoover NHS), and West Branch, Iowa, acting through the West Branch Chief of Police.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

The objective of the Agreement is to coordinate emergency law enforcement assistance between the two agencies. Herbert Hoover NHS is under concurrent legislative jurisdiction, and the NPS and the West Branch Police Department (hereinafter WBPD) therefore share a common interest in law enforcement at Herbert Hoover NHS.

Both agencies recognize through long experience that violations affecting the safety and welfare of citizens, property, and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries. Both agencies also recognize that the most effective and sometimes only method to detect, deter, and solve these crimes is through cooperative efforts. Accordingly, the NPS and the WBPD do hereby enter into an agreement to provide emergency cooperative assistance to maintain public safety and welfare on lands and roadways in West Branch, Iowa, within and surrounding Herbert Hoover NHS, as both parties can mutually benefit from the expertise and resources of their respective agencies.

**ARTICLE II – AUTHORITY**

This agreement is entered into under the authority of 54 United States Code (54 U.S.C.) § 102701 and 54 U.S.C. § 102711.

The Secretary of the Interior, acting through the NPS, administers and manages Herbert Hoover NHS pursuant to Public Law 89-119 of August 12, 1965 (79 Stat. 510), and conducts law enforcement activities there and at other NPS areas within the State of Iowa pursuant to Title 54 U.S.C. § 102701.

Title 54 U.S.C. § 102701 authorizes the Secretary of the Interior “to designate...certain officers or employees of the Department of the Interior who shall maintain law and order and protect individuals and property within System units”.

Title 54 U.S.C. § 102711 authorizes the Secretary of the Interior to render “emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the System”.

Under Iowa law 804.7B (See attached), federal law enforcement officers are recognized as out-of-state peace officers and may make arrests and conduct other law enforcement activities within the State pursuant to an agreement between the Federal officer's agency and a political subdivision of the State of Iowa. Type I commissioned NPS Rangers are recognized as out-of-state peace officers through this Agreement.

The City of West Branch is authorized to enter into intergovernmental understandings with public agencies pursuant to Chapter 28E of the Code of Iowa. Chapter 331, Sections 652 & 653, and Chapter 804 of the Code of Iowa authorize the West Branch Chief of Police to enforce the Laws of the State of Iowa and ordinances duly enacted by the City of West Branch. The WBPD is recognized for the purposes of Title 54 U.S.C. § 102711 as a nearby law enforcement agency.

Iowa Code Chapter 804, Sections 7B, authorizes persons employed full time by the United States government, who are empowered to effect arrests with or without a warrant for violation of the United States Code and who are authorized to carry a firearm in performance of their duties as federal law enforcement officer, to make arrests and conduct other law enforcement activities in Iowa pursuant to an agreement entered into under Chapter 28 E of the Code of Iowa.

The scope of this Agreement is defined by the authorities identified herein.

### **ARTICLE III – STATEMENT OF WORK**

#### **A. The NPS agrees as follows:**

##### **1. Within NPS Jurisdiction – Law Enforcement Assistance Pursuant to 54 U.S.C. § 102701:**

- a. In accordance with 54 U.S.C. § 102701, the NPS shall enforce all applicable Federal laws within Herbert Hoover NHS.
- b. The WBPD may supplement NPS law enforcement efforts, initiate law enforcement action, and independently patrol within Herbert Hoover NHS. The WBPD maintains primary responsibility for enforcing state laws and city ordinances within Herbert Hoover NHS.
- c. The NPS will provide the WBPD a list of responsible persons, with telephone numbers, to be contacted in an emergency. This list will be updated as needed to reflect personnel changes.
- d. The NPS will assume primary control of most incidents occurring within Herbert Hoover NHS. Incidents of a magnitude larger than NPS resources can manage effectively may require a cooperative effort with other Federal and local agencies and these incidents will be managed through unified command.
- e. The NPS may request resources of the WBPD for incidents occurring within Herbert Hoover NHS. The NPS will provide a liaison to the WBPD in cases when WBPD resources have been requested. The NPS liaison will participate and work cooperatively with the WBPD resources until the

incident is concluded and, when possible, a successful prosecution of the case has been attained.

**2. Outside NPS Jurisdiction – Law Enforcement Assistance Pursuant to 54 U.S.C. § 102711:**

- a. The NPS agrees to provide emergency law enforcement assistance as defined in this document and in accordance with Iowa law to WBPD outside Herbert Hoover NHS.
- b. NPS emergency law enforcement assistance outside the boundaries of Herbert Hoover NHS generally stems from an unexpected occurrence that requires immediate action and may include one or more of the following:
  - Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, officer needs assistance, threat(s) to health or safety of the public.
  - Emergency or law enforcement incidents directly affecting visitor safety or resource protection.
  - Probable cause felonies and felonies committed in the presence of and observed by NPS commissioned rangers.
  - Indictable offenses (re: Iowa Code 804.7A2a) committed in the presence of National Park Service commissioned rangers that present an immediate threat to the health and safety of the public.
- c. Upon receiving an official request directly from the WBPD or from their approved dispatch service, the NPS shall render emergency law enforcement assistance (as defined in provision A.2.b above) to the WBPD whenever possible. A request for such emergency assistance will be placed with Herbert Hoover NHS's Senior Law Enforcement Officer or his/her representative.
- d. The NPS may render emergency law enforcement assistance in those situations where a NPS law enforcement ranger, while in the course of his/her official duties, observes an emergency situation (as defined in provision A.2.b above), at which time the NPS law enforcement ranger shall secure and manage the scene. The NPS shall immediately notify the WBPD of the emergency. Upon arrival of the first WBPD officer on the scene, the NPS law enforcement ranger shall relinquish control; however, upon request, the NPS law enforcement ranger may assist the WBPD officer for the duration of the emergency.
- e. The NPS shall render assistance until such time as released by the WBPD on-scene incident commander or until the emergency no longer exists, whichever comes first.

- f. The on-scene commanding officer of the WBPB shall be in command of all officers, including NPS law enforcement rangers who are rendering emergency assistance; provided that the WBPB on-scene commander shall exercise command of NPS law enforcement rangers only through the highest ranking NPS law enforcement ranger at the scene. The highest ranking individual shall be identified by the NPS at the time of the emergency.
- g. For good cause the NPS Senior Law Enforcement Officer or his/her representative may decide at any time to withdraw emergency law enforcement assistance.
- h. NPS Rangers rendering emergency assistance to the WBPB pursuant to this Agreement shall wear the official NPS uniform, or, if approved by the NPS Senior Law Enforcement Officer or his/her designee, plain clothes; shall remain under the authority and control of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.

**B. The WBPB agrees as follows:**

1. The following incidents, when occurring within Herbert Hoover NHS, must be reported to the NPS as soon as practical via verbal notification and/or written reports:
  - Incidents involving damage within Herbert Hoover NHS, the buildings or property contained therein.
  - Incidents involving fatalities, serious injury, or injuries to multiple persons.
  - Incidents involving or with the potential to involve media interest.
  - Incidents involving motor vehicle accidents within Herbert Hoover NHS park including the license plate number and/or Vehicle Identification Number of any vehicle that causes damage to park resources as a result of off-road driving or a motor vehicle accident.
  - Incidents involving planned or unplanned demonstrations in or near Herbert Hoover NHS;
  - Herbert Hoover NHS should be notified as soon as possible (via report copy) of incidents involving the possession and/or use of substantial, or felony levels of, cannabis or of an amount of any drug included in schedules I, II, III, IV, or V of the Controlled Substance Act (21 U.S.C. 812) which indicates the intent to distribute or deliver within Herbert Hoover NHS.
  - WBPB should contact Herbert Hoover NHS as soon as practical when incidents involving the possession or use of misdemeanor levels of cannabis, or less than 15 grams of any drug included in schedules I, II, III, IV, or V of the Controlled Substance Act (21 U.S.C. 812) occur within Herbert Hoover NHS. A copy of the case incident report may serve as ample notification of these incidents.

- Herbert Hoover NHS should be notified as soon as possible of incidents involving felony violations within the national park.
2. To make available and to provide assistance, when possible, with: large evidence storage, vehicle impound, fingerprinting and other law enforcement equipment that may not be routinely used by Herbert Hoover NHS law enforcement rangers.
  3. To custodial transfer any arrested suspects within Herbert Hoover NHS that may have a City or State interest.
  4. To provide Herbert Hoover NHS a list of WBPD responsible persons, with telephone numbers, to be contacted in an emergency. This list will be updated as needed to reflect personnel changes, but no less than an annual confirmation of assigned personnel.
  5. For good cause the WBPD may decide at any time to withdraw emergency law enforcement assistance.

**C. The parties further agree as follows:**

1. If an incident that occurs within Herbert Hoover NHS is a violation of both Federal and State law, then the NPS shall determine, after consulting with the United States Attorney's Office and other appropriate agencies, whether the violation should be prosecuted through the Federal or through the State system.
2. NPS law enforcement rangers rendering emergency assistance to the WBPD pursuant to this Agreement shall be deemed to be acting within the scope of their Federal employment. Under no circumstances shall NPS law enforcement rangers be deemed to be "borrowed servants" of the WBPD.
3. As interdepartmental radio communications may be needed to coordinate law enforcement and public safety activities, each party authorizes the other party to utilize its radio frequency(s) as needed to carry out the provisions of this Agreement. The Chief of Police will provide a list of approved radio frequencies to the Superintendent (See attached Radio Agreement).
4. Both agencies will make evidence related to law enforcement incidents that occur within Herbert Hoover NHS readily available for criminal prosecution within the other's judicial system to the extent authorized by applicable laws.
5. Each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for those costs from the other party.
6. Nothing in this Agreement shall be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this Agreement.
7. To the extent authorized by applicable law, each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and

releases the other party and its employees from any and all liability arising out of or resulting from activities under this Agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees).

8. The parties shall coordinate all public information releases about law enforcement incidents, investigations, actions, and other matters involving both parties. No public information release by one party shall refer to the other party or to any employee of the other party (by name or otherwise) without the other party's prior approval. Each party agrees not to comment to the media on incidents that occur in the other party's jurisdiction. All media inquiries will be directed to the respective agency's information officer or designee.
9. The parties will exercise their best efforts to perform their responsibilities under this Agreement in a timely and professional manner. However, nothing in this Agreement is intended to restrict either party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.

#### **ARTICLE IV – TERMS OF AGREEMENT**

This Agreement shall be effective for a period of five years after the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows. At the conclusion of that five-year term, this Agreement may be extended or renewed by written agreement of the parties.

#### **ARTICLE V – KEY OFFICIALS**

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Superintendent  
Herbert Hoover National Historic Site  
110 Parkside Drive  
West Branch, Iowa 52358

Lead Park Ranger  
Herbert Hoover National Historic Site  
110 Parkside Dr.  
West Branch, IA 52358

2. **For the City of West Branch, Iowa:**

Mayor  
P.O. Box 218, 110 N. Poplar Street  
West Branch, IA 52358



Chief of Police  
105 S. Second St.  
West Branch, Iowa 52358

- B. **Communications** – The West Branch Chief of Police will address any communication regarding this Agreement to the Superintendent. The NPS will address any communication regarding this Agreement to the West Branch Mayor or his/her designee.
- C. **Changes in Key Officials** – Neither the NPS nor the City of West Branch may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification of this Agreement.

#### **ARTICLE VI – FUNDING**

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

#### **ARTICLE VII – REPORTS AND/OR OTHER DELIVERABLES**

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties. Any documents or data exchanged between the parties to this Agreement will not be released to a third party unless the designated key official of the party that generated the document or data, or his/her representative, approves the release, or unless release is required by statute or rules of state or federal court.

#### **ARTICLE VIII – PROPERTY UTILIZATION**

Unless otherwise agreed to in writing by both parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to WBPD during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

#### **ARTICLE IX – MODIFICATION AND TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate the Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other with notice of its intentions to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

#### **ARTICLE X – STANDARD CLAUSES**

- A. **Civil Rights**

During the performance of this Agreement, the participants agree to abide by the terms of the U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, age, or sex.

**B. Promotions**

The Office of the West Branch Police Chief will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the WBPD represents. No release of information relating to the Agreement may state or imply that the Government approves of the WBPD work product or considers the WBPD work product superior to other products or services.

**C. Public Information Release  
Publications of Results of Studies**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to the Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscript to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**ARTICLE XII – SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) set forth below.

**FOR THE NATIONAL PARK SERVICE:**

Signature: \_\_\_\_\_

Name: Seth Goodspeed

Title: Lead Park Ranger

Herbert Hoover National Historic Site

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Peter S. Swisher

Title: Superintendent

Herbert Hoover National Historic Site

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Herbert C. Frost, Ph.D.

Title: Regional Director, Interior Regions 3, 4, 5

Date: \_\_\_\_\_

**FOR THE WEST BRANCH POLICE DEPARTMENT:**

Signature: \_\_\_\_\_

Name: John Kory Hanna

Title: Chief of Police, City of West Branch

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Roger Laughlin

Title: Mayor, City of West Branch

Date: \_\_\_\_\_

See attached:

- Iowa Code 804.7 – Arrests by Peace Officers
- Iowa Code 804.7A – Arrests by Federal Law Enforcement Officers
- Iowa Code 804.7B – Arrests by Out-of-State Peace Officers
- Memorandum “List of Responsible Persons”

804.7 Arrests by peace officers

A peace officer may make an arrest in obedience to a warrant delivered to the peace officer; and without a warrant:

1. For a public offense committed or attempted in the peace officer's presence.
2. Where a public offense has in fact been committed, and the peace officer has reasonable ground for believing that the person to be arrested has committed it.
3. Where the peace officer has reasonable ground for believing that an indictable public offense has been committed and has reasonable ground for believing that the person to be arrested has committed it.
4. Where the peace officer has received from the department of public safety, or from any other peace officer of this state or any other state or the United States an official communication by bulletin, radio, telegraph, telephone, or otherwise, informing the peace officer that a warrant has been issued and is being held for the arrest of the person to be arrested on a designated charge.
5. If the peace officer has reasonable grounds for believing that domestic abuse, as defined in section 236.2, has occurred and has reasonable grounds for believing that the person to be arrested has committed it.
6. As required by section 236.12, subsection 2.

86 Acts, ch 1179, §7 Referred to in §28J.7, 804.7A, 805.9

804.7A - Arrests by federal law enforcement officers

1. For purposes of this section, "federal law enforcement officer" means a person employed full time by the United States government who is empowered to effect an arrest with or without a warrant for a violation of the United States Code and who is authorized to carry a firearm in the performance of the person's duties as a federal law enforcement officer.
2. A federal law enforcement officer has the same authority, as provided in section 804.7, subsection 3, and has the same immunity from suit in this state as a peace officer, as defined in section 801.4, subsection 11, when making an arrest in this state for a nonfederal crime if either of the following exists:
  - a. The federal law enforcement officer has reasonable grounds for believing that an indictable public offense has been committed and has reasonable grounds for believing that the person to be arrested has committed it.
  - b. The federal law enforcement officer is rendering assistance to a peace officer of this state in an emergency or at the request of the peace officer.

90 Acts, ch 1014, §1

Referred to in §804.7B

Iowa Law 804.7B - Arrests by out-of-state peace officers

1. For purposes of this section, "out-of-state peace officer" means a person employed full time as a peace officer by a state other than Iowa or a political subdivision of a state other than Iowa who is empowered to effect an arrest with or without a warrant under the laws of that jurisdiction, who is authorized to carry a firearm in the performance of the person's duties, and who is certified or licensed as a regular peace officer in the jurisdiction in which the person's employing agency or

appointing authority is located. Notwithstanding section 804.7A, for purposes of this section “out-of-state peace officer” also means a person employed full time by the United States government who is empowered to effect an arrest with or without a warrant for a violation of the United States Code and who is authorized to carry a firearm in the performance of the person’s duties as a federal law enforcement officer.

- a.* An out-of-state peace officer may make arrests and conduct other law enforcement activities in this state pursuant to an agreement entered into under chapter 28E by the peace officer’s employing agency or appointing authority and the state of Iowa or a political subdivision of the state of Iowa. Any arrests made or activities conducted by an out-of-state peace officer shall be in accordance with any conditions and specifications contained in the agreement and shall be in accordance with Iowa law. An out-of-state peace officer who makes an arrest or conducts an activity in this state shall immediately contact and cooperate with a law enforcement agency having jurisdiction over the area in which the activities have occurred. An out-of-state peace officer who acts in accordance with an agreement entered into pursuant to this section and Iowa law has the same immunity from suit in this state as a peace officer, as defined in section 801.4.
- b.* Out-of-state peace officers making arrests or conducting law enforcement activities in this state pursuant to a chapter 28E agreement are not employees or agents of the state of Iowa or any political subdivision of the state of Iowa. To the extent permitted by law, the employing agency or appointing agency of the out-of-state peace officer and the out-of-state peace officer are liable for any acts or omissions which arise out of the arrests or law enforcement activities of the out-of-state peace officer.
- c.* Agreements made under this section shall not exceed any jurisdictional limitations to which the state or the political subdivision of this state are subject. Agreements made under this section shall not permit out-of-state peace officers to perform regularly scheduled or routine patrol functions. This section shall not be construed to limit the authority of an employing agency or appointing authority to restrict the exercise of power or authority of peace officers who are employed by or are the agents of the agency or authority.

98 Acts, ch 1140, §1



# United States Department of the Interior

NATIONAL PARK SERVICE



IN REPLY REFER TO:

HERBERT HOOVER NATIONAL HISTORIC SITE  
P.O. BOX 607  
WEST BRANCH, IOWA 52358-0607

January 28, 2021

Mr. Roger Laughlin  
City of West Branch  
P.O. Box 218  
110 North Poplar Street  
West Branch, Iowa 52358

Dear Mr. Laughlin:

The following is a list of individuals who are either commissioned law enforcement officers for the National Park Service or otherwise supervise the law enforcement program at Herbert Hoover National Historic Site:

- Peter S. Swisher, Superintendent
- Seth Goodspeed, Lead Ranger (Type I Commission)

These individuals may work with the City of West Branch Police Department as deemed fit and appropriate. This list will be updated as personnel changes occur at the park.

Any questions regarding this contact list may be directed to myself or to Ranger Seth Goodspeed at (319) 643-7857.

Sincerely,

Peter S. Swisher  
Superintendent

**RESOLUTION 1993**

**RESOLUTION APPROVING THE GENERAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AND THE CITY OF WEST BRANCH, IOWA REGARDING LAW ENFORCEMENT ASSISTANCE**

**WHEREAS**, the objective of the Agreement is to coordinate emergency law enforcement assistance between the two agencies; and

**WHEREAS**, the Herbert Hoover National Historic Site is under concurrent legislative jurisdiction, and the National Park Service and the West Branch Police Department therefore share a common interest in law enforcement at the Herbert Hoover National Historic Site; and

**WHEREAS**, both agencies recognize through long experience that violations affecting the safety and welfare of citizens, property, and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries; and

**WHEREAS**, the City Council would like to continue the provisions of the General Agreement, which are currently in place as a result of a General Agreement which was approved by the City Council in August of 2016; and

**WHEREAS**, it is now necessary for the City Council to approve said General Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch, Iowa that the aforementioned General Agreement with the United States Department of the Interior National Park Service, is hereby approved. Further, the Mayor is directed to execute the General Agreement on behalf of the City.

\* \* \* \* \*

**Passed and approved this 5th day of April, 2021.**

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Redmond Jones II, City Administrator/Clerk





**REQUEST FOR COUNCIL CONSIDERATION**

|                      |  |
|----------------------|--|
| <b>MEETING DATE:</b> | April 5, 2021  |
| <b>AGENDA ITEM:</b>  | <b>Resolution 1994</b> – A Resolution Approving a Radio Frequency Use Agreement between the City of West Branch and the Herbert Hoover National Historic Site. |
| <b>CITY GOAL:</b>    | Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.        |
| <b>PREPARED BY:</b>  | Redmond Jones II, City Administrator   |
| <b>DATE:</b>         | March 10, 2021   |

**BACKGROUND:**

The National Telecommunications and Information Administration Manual of Regulations and Procedures for Federal Radio Frequency Management (NTIA Manual), require a mutually approved arrangement for a Government radio station to use any frequency authorized to another Government radio station. Whereas the Herbert Hoover National Historic Site require radio communication access by the City of West Branch.

This item would authorize the use of the city’s frequency(s) solely for inter-agency, mutual-aid, and internal communications and other provisions as prescribed within the agreement.

|  |  |
|--|--|
| <b>STAFF RECOMMENDATION:</b>           | Approve Resolution 1994 / Move to Action |
| <b>REVIEWED BY CITY ADMINISTRATOR:</b> |  |
| <b>COUNCIL ACTION:</b>                 |  |
| <b>MOTION BY:</b>                      |  |
| <b>SECOND BY:</b>                      |  |

*"Turning Vision into Reality is our Business"*

**RADIO FREQUENCY USE AGREEMENT**

between  
THE CITY OF WEST BRANCH, IOWA  
 and  
HERBERT HOOVER NATIONAL HISTORIC SITE

Whereas Sections 7.12 and 8.3.3 of the National Telecommunications and Information Administration Manual of Regulations and Procedures for Federal Radio Frequency Management (NTIA Manual), require a mutually approved arrangement for a Government radio station to use any frequency authorized to another Government radio station, and

Whereas **HERBERT HOOVER NATIONAL HISTORIC SITE** (hereinafter referred to as the **NPS**) requires radio communications access to the **CITY OF WEST BRANCH** (hereinafter referred to as the licensee) radio frequency listed,

| <b>CH#</b> | <b>CH. NAME</b> | <b>LONG NAME</b>                  | <b>TX FREQ</b> | <b>RX FREQ</b> | <b>TX CG</b> | <b>RX CG</b> |
|------------|-----------------|-----------------------------------|----------------|----------------|--------------|--------------|
| 5          | WB<br>BASE      | WEST BRANCH<br>BASE (Talk Around) | 155.0850       | 155.0850       | 464          | 464          |
| <b>CH#</b> | <b>CH. NAME</b> | <b>LONG NAME</b>                  | <b>TX FREQ</b> | <b>RX FREQ</b> | <b>TX CG</b> | <b>RX CG</b> |
| 1          | HEHO<br>Local   | NPS HEHO LOCAL                    | 169.6500       | 169.6500       | 023          | 023          |

which are authorized solely to the licensee for inter-agency, mutual-aid, and internal communications, and

whereas such use facilitates **NPS** communications in accordance with the following stipulations: The **NPS** will submit a copy of this agreement through their authorized Bureau Radio Program Manager (the Chief, NPS Radio Program Management Division) requesting issuance of a radio frequency authorization (RFA).

**NPS** Use of the authorized frequency is restricted to public safety and mutual aid communications.

Federal Government (**NPS**) operations under this agreement must conform in all respects to any restriction or limitation imposed by the NTIA on the principal licensee (**THE CITY OF WEST BRANCH**).

The **NPS** will purchase its own equipment, and any equipment necessary for the **NPS** to operate on the frequency, and shall pay all expenses associated with the operation of said equipment on the system.

The licensee shall incur no additional costs as a result of **NPS**'s use of the system, and the **NPS** shall bear all costs associated therewith.

All **NPS** radios utilizing the frequency shall be programmed, serviced and repaired only by authorized personnel, and the **NPS** shall bear all associated costs.

Liability: To the full extent authorized by applicable law, the **NPS** and the **LICENSEE** shall be liable for the acts and omissions of their respective employees, officers, agents, and representatives in connection with this Agreement.

Legality of Agreement: Any obligations created by this Agreement which are hereafter determined by court of competent jurisdiction to be illegal are void, and neither party will be obligated to further perform as to such obligations. Should a nonmaterial portion of the total obligation is hereby severed, but the balance of the lawful portions hereof will continue to be performed.

No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.

Either party may cancel this agreement upon 90 days written notice to the other.

This agreement will be reviewed and re-certified every five years to validate continued operational requirements.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year written below:

**For the National Park Service:**

Signature: \_\_\_\_\_

Name: Peter S. Swisher

Title: Superintendent

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Herbert C. Frost, Ph.D.

Title: Regional Director, Interior Regions 3, 4, 5

Date: \_\_\_\_\_

**For the City of West Branch/Licensee:**

Signature: \_\_\_\_\_

Name: Roger Laughlin

Title: Mayor, City of West Branch

Date: \_\_\_\_\_

**RESOLUTION 1994**

**A RESOLUTION APPROVING A RADIO FREQUENCY USE AGREEMENT BETWEEN THE CITY OF WEST BRANCH AND THE HERBERT HOOVER NATIONAL HISTORIC SITE.**

**WHEREAS**, Sections 7.12 and 8.3.3 of the National Telecommunications and Information Administration Manual of Regulations and Procedures for Federal Radio Frequency Management (NTIA Manual), require a mutually approved arrangement for a Government radio station to use any frequency authorized to another Government radio station, and

**WHEREAS**, HERBERT HOOVER NATIONAL HISTORIC SITE (hereinafter referred to as the radio communications access to the CITY OF WEST BRANCH (hereinafter referred to as the licensee) radio frequency listed,

NPS) requires

| <b>CH#</b> | <b>CH. NAME</b> | <b>LONG NAME</b>                  | <b>TX FREQ</b> | <b>RX FREQ</b> | <b>TX CG</b> | <b>RX CG</b> |
|------------|-----------------|-----------------------------------|----------------|----------------|--------------|--------------|
| 5          | WB<br>BASE      | WEST BRANCH<br>BASE (Talk Around) | 155.0850       | 155.0850       | 464          | 464          |
| <b>CH#</b> | <b>CH. NAME</b> | <b>LONG NAME</b>                  | <b>TX FREQ</b> | <b>RX FREQ</b> | <b>TX CG</b> | <b>RX CG</b> |
| 1          | HEHO<br>Local   | NPS HEHO LOCAL                    | 169.6500       | 169.6500       | 023          | 023          |

which are authorized solely to the licensee for inter-agency, mutual-aid, and internal communications, and

**WHEREAS**, such use facilitates **NPS** communications in accordance with the following stipulations: The **NPS** will submit a copy of this agreement through their authorized Bureau Radio Program Manager (the Chief, NPS Radio Program Management Division) requesting issuance of a radio frequency authorization (RFA); and

**WHEREAS**, the **NPS** Use of the authorized frequency is restricted to public safety and mutual aid communications; and

**WHEREAS**, the Federal Government (**NPS**) operations under this agreement must conform in all respects to any restriction or limitation imposed by the NTIA on the principal licensee (**THE CITY OF WEST BRANCH**); and

**WHEREAS**, **NPS** will purchase its own equipment, and any equipment necessary for the **NPS** to operate on the frequency, and shall pay all expenses associated with the operation of said equipment on the system. The licensee shall incur no additional costs as a result of **NPS**'s use of the system, and the **NPS** shall bear all costs associated therewith. All **NPS** radios utilizing the frequency shall be programmed, serviced and repaired only by authorized personnel, and the **NPS** shall bear all associated costs; and

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

**Section 1.** Liability: To the full extent authorized by applicable law, the **NPS** and the **LICENSEE** shall be liable for the acts and omissions of their respective employees, officers, agents, and representatives in connection with this Agreement.

**Section 2.** Legality of Agreement: Any obligations created by this Agreement which are hereafter determined by court of competent jurisdiction to be illegal are void, and neither party will be obligated to further perform as to such obligations. Should a nonmaterial portion of the total obligation is hereby severed, but the balance of the lawful portions hereof will continue to be performed.

**Section 3.** No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.

**Section 4.** Either party may cancel this agreement upon 90 days written notice to the other.

**Section 5.** This agreement will be reviewed and re-certified every five years to validate continued operational requirements.

**FURTHER, BE IT RESOLVED**, by the City Council of the City of West Branch, Iowa that the aforementioned General Agreement with the Herbert Hoover National Historic Site also recognized as the National Park Service, is hereby approved. Further, the Mayor and/or the City Administrator is directed to execute the General Agreement on behalf of the City.

\* \* \* \* \*

**PASSED AND APPROVED**, this 5th day of April, 2021.

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

|                      |  |
|----------------------|--|
| <b>MEETING DATE:</b> | April 5, 2021  |
| <b>AGENDA ITEM:</b>  | <b>Resolution 1995</b> – A Resolution Approving the General Agreement Between the United States Department of the Interior National Park Service and the West Branch Fire/Rescue Department City of West Branch, Iowa. |
| <b>CITY GOAL:</b>    | Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.  |
| <b>PREPARED BY:</b>  | Redmond Jones II, City Administrator   |
| <b>DATE:</b>         | April 1, 2021  |

**BACKGROUND:**

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, wildfires, providing emergency medical services (EMS) operations on lands within the Park’s boundaries, within the City of West Branch, and in the immediate surrounding area.

|  |  |
|--|--|
| <b>STAFF RECOMMENDATION:</b>           | Approve Resolution 1995 / Move to Action |
| <b>REVIEWED BY CITY ADMINISTRATOR:</b> |  |
| <b>COUNCIL ACTION:</b>                 |  |
| <b>MOTION BY:</b>                      |  |
| <b>SECOND BY:</b>                      |  |

*"Turning Vision into Reality is our Business"*

**General Agreement  
between  
The United States Department of the Interior  
National Park Service  
and  
West Branch Fire/Rescue Department  
City of West Branch, Iowa**

This Agreement is entered into by and between the National Park Service (hereinafter “NPS”), United States Department of the Interior, acting through the Superintendent of Herbert Hoover National Historic Site (hereinafter “HEHO”), and the city of West Branch, IA, acting through the Fire Chief of West Branch Fire Department (hereinafter “WBFD”).

**ARTICLE I - BACKGROUND AND OBJECTIVES**

The objective of the Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in managing Emergency Medical Services “EMS”, Search and Rescue “SAR”, and Structure Fire and Wildland Fire Management actions on lands within and immediately outside NPS boundaries.

Both agencies recognize that the most effective method to respond to emergencies and prevent fires is through cooperative efforts. Accordingly, HEHO and the WBFD do hereby enter into an agreement to provide emergency cooperative assistance to maintain public safety and welfare on lands and waters within and surrounding HEHO, as both parties can mutually benefit from the expertise and resources of their respective agencies.

**ARTICLE II - AUTHORITY**

Title 54 U.S.C. § 102712 authorizes the Secretary of the Interior, acting through the NPS, and administrators of HEHO, to render emergency assistance to visitors within areas of the National Park System.

Title 54 U.S.C. § 102711 authorizes the Secretary of the Interior to render “emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System.”

Title 42 U.S.C. § 1856A authorizes the United States to enter into reciprocal agreements with any fire organization maintaining fire protection facilities in the vicinity of such property, or mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

Iowa State Code 28E authorizes the City of West Branch to enter into intergovernmental understandings.

The scope of this Agreement is defined by the authorities identified herein.

## **ARTICLE III - STATEMENT OF WORK**

### **A. The NPS agrees to:**

#### **1. Within NPS Jurisdiction – Emergency Assistance Pursuant to 54 U.S.C. § 102712:**

- a. The NPS shall respond and provide emergency EMS, SAR, and Wildland Fire Management actions within HEHO based on park staff training and qualifications.
- b. The WBFD may assist NPS efforts or respond independently within HEHO when service is requested.
- c. The NPS will utilize the Incident Command System “ICS” and will assume Incident Commander “IC” responsibilities within HEHO. Incidents of a magnitude larger than NPS resources can manage effectively may require a cooperative effort with other agencies. These incidents will be managed through Unified Command.
- d. The NPS may request WBFD resources for incidents occurring within HEHO. The NPS will provide a liaison to the WBFD in cases when resources have been requested. The NPS liaison will participate and work cooperatively with WBFD resources until the incident has concluded.

#### **2. Outside NPS Jurisdiction - Emergency Assistance Pursuant to 54 U.S.C. § 102711:**

- a. The NPS agrees to provide emergency EMS, SAR, and Wildland Fire Management actions as defined in this document to the WBFD outside of HEHO based on park staff training and qualifications.
- b. NPS emergency assistance outside the boundaries of HEHO generally stems from an unexpected occurrence that requires immediate action and may include responses for serious injury/fatality accidents, lost persons, wildfires, structure fires or other incidents directly affecting visitor safety and the protection of human life. The NPS may respond to emergency incidents outside HEHO providing:
  - The incident is an emergency
  - The incident is in the vicinity or near the park
  - That NPS personnel or resources have been requested
  - NPS personnel have the proper certification and authorizations to provide care
- c. Upon receiving an official request from the WBFD, the NPS shall render emergency EMS/SAR/Firefighting assistance (as defined in provision A.2.b above) to the WBFD whenever possible. A request for such emergency assistance will be placed through Cedar County Dispatch or a direct call from a senior member of the WBFD.
- d. The NPS may render emergency assistance in those situations where a NPS Ranger or Wildland Firefighter, while in the course of his/her official duties, observes an emergency situation (as defined in provision A.2.b above), at which time the NPS shall secure and manage the scene. The NPS shall immediately notify the WBFD of the emergency. Upon arrival of the first WBFD responder on the scene, the NPS shall relinquish control; however, upon request, the NPS may assist the WBFD for



the duration of the emergency.

- e. The NPS shall render assistance until such time as the Wbfd has enough resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.
- f. The on-scene commanding officer of the Wbfd shall be in primary control of all responders, including NPS personnel who are rendering emergency assistance; provided that the Wbfd on-scene commander shall exercise control of NPS personnel only through the highest ranking NPS Ranger or Firefighter on scene. The highest ranking individual shall be identified by the NPS at the time of the emergency.
- g. NPS Personnel will remain under the direction of the park EMS Medical Advisor and will follow NPS Field Manual protocols and procedures. NPS EMS providers will act within their scope of practice and certification.
- h. For good cause, the NPS Lead Ranger or their representative may decide at any time to withdraw emergency assistance.

**3. Outside NPS jurisdiction – Fire Protection Assistance pursuant to 42 U.S.C. § 1856a:**

- a. Upon request from the Wbfd, and when HEHO operations allow, the NPS shall provide employees to assist in Wildland Fire Management actions within the jurisdiction of the Wbfd.

**B. The Wbfd agrees to:**

1. To respond and provide EMS, SAR, Wildland Fire Management actions, and Structure Fire Protection on NPS land, provided that it is within the Wbfd response area.
2. The following incidents, when occurring within HEHO, must be reported to the NPS as soon as practical via verbal notification and/or written report:
  - Incidents involving fatalities, serious injury, or injuries to multiple persons.
  - Incidents involving lost persons
  - Incidents involving or with the potential to involve media interest.
  - Incidents involving motor vehicle accidents within the park
  - Incidents involving damage to buildings, property, or resources.
  - Incidents involving structural or wildland fires.
3. To utilize “minimum impact suppression tactics (MIST)” when conducting Wildland Fire Management actions within HEHO.
  - When conducting Wildland Fire Management Actions, no ground-disturbing heavy equipment such as graders or bulldozers shall be used without the permission of the HEHO Superintendent or his/her designee.
4. For good cause the Wbfd may decide at any time to withdraw emergency assistance.

**C. The parties further agree as follows:**

1. To provide the other agency a list of responsible persons, with telephone numbers, to be contacted in an emergency. This list will be updated as needed to reflect personnel changes, but no less than an annual confirmation of assigned personnel.
2. NPS Personnel rendering assistance to the Wbfd pursuant to this Agreement shall be deemed to be acting within the scope of their Federal employment. Under no circumstances shall NPS personnel be deemed to be “borrowed servants” of the Wbfd.
3. NPS personnel rendering assistance to the Wbfd pursuant to this agreement shall wear the official NPS uniform or NPS required personal protective equipment, and shall remain under the authority and command of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.
4. Each party authorizes the other to utilize its radio frequency(s) as needed to carry out the provisions of this Agreement.
5. Each party shall provide to the other copies of current fire management, EMS, SAR, or other applicable emergency response plans and maps. Both parties shall consult with the other when developing these plans to determine/confirm agency capabilities and responsibilities.
6. Each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for those costs from the other.
7. To the extent authorized by applicable law, each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability, arising out of or resulting from activities under this Agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney’s fees).
8. The parties shall coordinate all public information releases about emergency response incidents and other matters involving both parties. No public information release by one party shall refer to the other party or to any employee of the other party (by name or otherwise) without the other party’s prior approval. Each party agrees not to comment to the media on incidents that occur in the other party’s jurisdiction. All media inquiries will be directed to the respective agency’s information officer or designee.
9. The parties will exercise their best efforts to perform their responsibilities under this Agreement in a timely and professional manner. However, nothing in this Agreement is intended to restrict either party’s lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.

## **ARTICLE IV - TERM OF AGREEMENT**

This Agreement shall be effective for a period of five years from the date of the final signature, unless it is terminated earlier by one of the parties pursuant to Article IX that follows. At the conclusion of that five-year term, this Agreement may be extended or renewed by written agreement of the parties.

## **ARTICLE V - KEY OFFICIALS**

**A. Key officials** are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

**1. For the NPS:**

Superintendent  
Herbert Hoover National Historic Site  
P.O. Box 607  
West Branch, IA. 52358  
(319) 643-2541

Lead Ranger  
Herbert Hoover National Historic Site  
P.O. Box 607  
West Branch, IA 52358  
(319) 643-2541

**2. For the City of West Branch:**

Mayor  
City of West Branch  
P.O. Box 218, 110 N. Poplar Street  
West Branch, IA 52358  
(319) 643-5888

Fire Chief  
City of West Branch  
P.O. Box 219, 110 N. Poplar Street  
West Branch, IA 52358  
(319) 643-5888

- B. Communications** – The City of West Branch will address any communication regarding this Agreement to the Superintendent or his/her designee. The NPS will address any communication regarding this Agreement to the City Administrator his/her designee.
- C. Changes in Key Officials** – Neither the NPS nor the City of West Branch may make any permanent change in a key official without written notice to the other party reasonable in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this

Agreement.

#### **ARTICLE VI - FUNDING**

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

#### **ARTICLE VII - REPORTS AND/OR OTHER DELIVERABLES**

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties. To the extent authorized by law, any documents or data exchanged between the parties to this Agreement will not be released to a third party unless the designated key official of the party that generated the document or data, or his/her representative concurs that release is appropriate.

#### **ARTICLE VIII - PROPERTY UTILIZATION**

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the WBFD during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

#### **ARTICLE IX - MODIFICATION AND TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

#### **ARTICLE X - STANDARD CLAUSES**

##### **A. Non-Discrimination**

All activities pursuant this agreement and the provisions of Executive Order 1 1246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1 964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S. C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

##### **B. Prior Approval**

The City of West Branch shall obtain prior written approval from the NPS before:

1. Holding special events within the Park;
2. Entering into third-party agreements of a material nature;
3. Assigning or transferring this Agreement or any part thereof;
4. Constructing any structure or making any improvements within the Park's boundaries;

5. Releasing any public information that refers to the Department, the NPS, the Park, any NPS employee (by name or title), this Agreement contemplated hereunder.

**C. Compliance with Applicable Laws**

This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

**D. Disclaimers of Government Endorsement**

The City of West Branch will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the Wbfd business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the [Partner or Partners] related to this Agreement.

**E. Modifications**

This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the City of West Branch.

**F. Waiver**

No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

**G. No Agency**

The Wbfd are not agents or representatives of the United States, the Department of the Interior, or the NPS, nor will the Wbfd represent themselves as such to third parties. The NPS is not an agent or representative of the Wbfd nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the Wbfd and the NPS.

**H. Officials Not to Benefit**

No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.

**I. Liability**

The Parties will be liable to the extent provided by law for any property damage, personal injury or death, caused by the negligent or wrongful acts or omissions of their respective employees, acting within the scope of their employment.

**J. Non-Exclusive Agreement**

This Agreement in no way restricts either the NPS or the City of West Branch from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

**K. Partial Invalidity**

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**L. Freedom of Information Act**

Any information provided to the NPS under this Agreement is subject to the Freedom of Information Act, 5 U.S.C. § 552.

**ARTICLE XI - SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date of final signature.

**FOR NATIONAL PARK SERVICE**

Signature: \_\_\_\_\_

Name: Seth Goodspeed Date: \_\_\_\_\_

Title: Lead Park Ranger, Herbert Hoover National Historic Site

Signature: \_\_\_\_\_

Name: Peter S. Swisher Date: \_\_\_\_\_

Title: Superintendent, Herbert Hoover National Historic Site

Signature: \_\_\_\_\_

Name: Herbert C. Frost, Ph.D. Date: \_\_\_\_\_

Title: Regional Director, Interior Regions 3, 4, and 5

**FOR THE CITY OF WEST BRANCH, IOWA**

Signature: \_\_\_\_\_

Name: Kevin Stoolman Date: \_\_\_\_\_

Title: Fire Chief, City of West Branch

Signature: \_\_\_\_\_

Name: Roger Laughlin Date: \_\_\_\_\_

Title: Mayor, City of West Branch

**RESOLUTION 1995**

**RESOLUTION APPROVING THE GENERAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AND WEST BRANCH FIRE/RESCUE DEPARTMENT CITY OF WEST BRANCH, IOWA**

**WHEREAS**, the objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, wildfires, providing emergency medical services (EMS) operations on lands within the Park's boundaries, within the City of West Branch, and in the immediate surrounding area; and

**WHEREAS**, the West Branch Fire Department is primarily responsible for conducting fire prevention, detection, and suppression of structural and wildland fire, providing EMS, and for conducting search and rescue operations within the City of West Branch, on federally owned land within the park boundary, and in the immediate surrounding area (including non-federally owned land within the Park's boundaries); and

**WHEREAS**, the City Council would like to continue the provisions of the General Agreement, which are currently in place as a result of a five-year General Agreement which was approved by the City Council in June of 2016; and

**WHEREAS**, it is now necessary for the City Council to approve said General Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch, Iowa that the aforementioned General Agreement with the United States Department of the Interior National Park Service, is hereby approved. Further, the Mayor is directed to execute the General Agreement on behalf of the City.

\* \* \* \* \*

**Passed and approved this 5th day of April, 2021.**

---

Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk





**REQUEST FOR COUNCIL CONSIDERATION**

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| <b>MEETING DATE:</b> | April 5, 2021  |
| <b>AGENDA ITEM:</b>  | <b>Resolution 1996</b> – A Resolution Approving and Accepting Certain Municipal Improvements Constructed in the Meadows Subdivision, Part 4B, West Branch, Iowa. |
| <b>CITY GOAL:</b>    | Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.                                       |
| <b>PREPARED BY:</b>  | Kevin Olson, City Attorney   |
| <b>DATE:</b>         | March 11, 2021   |

**BACKGROUND:**

The City of West Branch did by Resolution on October 30, 2020, approve the amended Subdivider’s Agreement for The Meadows Subdivision, Part 4B, West Branch, Iowa; and as a condition for said final approval, the developer was required to enter into a Subdivider’s agreement with the City regarding the construction of certain municipal improvements. The developer has now completed construction of said Municipal Improvements, except for the sidewalks to be constructed on each lot. The completed municipal improvements have been reviewed by the City Engineer and found to meet City standards and specifications.

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| <b>STAFF RECOMMENDATION:</b>           | Approve the Motion / Move to Action |
| <b>REVIEWED BY CITY ADMINISTRATOR:</b> |                                     |
| <b>COUNCIL ACTION:</b>                 |                                     |
| <b>MOTION BY:</b>                      |                                     |
| <b>SECOND BY:</b>                      |                                     |

**RESOLUTION 1996**

**RESOLUTION APPROVING AND ACCEPTING CERTAIN MUNICIPAL IMPROVEMENTS CONSTRUCTED IN THE MEADOWS SUBDIVISION, PART 4B, WEST BRANCH, IOWA.**

**WHEREAS**, the City of West Branch did by Resolution on October 30, 2020, approve the amended Subdivider's Agreement for The Meadows Subdivision, Part 4B, West Branch, Iowa; and

**WHEREAS**, as a condition for said final approval, the developer was required to enter into a Subdivider's agreement with the City regarding the construction of certain municipal improvements; and

**WHEREAS**, the developer has now completed construction of said Municipal Improvements, except for the sidewalks to be constructed on each lot; and

**WHEREAS**, said municipal improvements have been reviewed by the City Engineer and found to meet City standards and specifications.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Branch, Iowa, that the above-listed improvements be and the same are hereby approved and accepted by the City.

**BE IT FURTHER RESOLVED** that all of the internal municipal improvements required to be constructed by the developer for The Meadows Subdivision, Part 4B, West Branch, Iowa, under the terms of the aforementioned Subdivider's agreement, **excepting and excluding sidewalks**, be and the same are hereby accepted. Accordingly, the developer is hereby released from the requirements under the above-referenced Subdivider's agreement **except for the construction of sidewalks, which will be released on a lot by lot basis**. Finally, the City Clerk is hereby authorized and directed to certify a copy of this Resolution to the Cedar County Recorder's Office so that it may serve as a formal Release for the municipal improvements accepted herein.

\* \* \* \* \*

**Passed and approved this 5<sup>th</sup> day of April, 2021.**

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Redmond Jones II, City Administrator/Clerk



**REQUEST FOR COUNCIL CONSIDERATION**

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|----------------------|--|
| <b>MEETING DATE:</b> | April 5, 2021  |
| <b>AGENDA ITEM:</b>  | <b>Discussion Item:</b> Establishing the Downtown East Redevelopment Site (Former Croell Ready-Mix site) as a Planned Unit Development zoning designation. |
| <b>CITY GOAL:</b>    | Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.  |
| <b>PREPARED BY:</b>  | Roger Laughlin, Mayor  |
| <b>DATE:</b>         | April 1, 2021  |

**BACKGROUND:**

There has been recent discussions in the Planning and Zoning Commission to consider a rezoning application the Downtown East Redevelopment Site and/ or its surrounding neighbors as Planned Unit Development Zoning Designation.

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| <b>STAFF RECOMMENDATION:</b> Seek Feedback |
| <b>REVIEWED BY CITY ADMINISTRATOR:</b>     |
| <b>COUNCIL ACTION:</b>                     |
| <b>MOTION BY:</b>                          |
| <b>SECOND BY:</b>                          |

structures or buildings in the same district and permitted under the terms of this chapter.

C. The peculiar conditions and circumstances are not the result of actions of the applicant taken subsequent to the adoption of this chapter.

5. Financial disadvantage to the property owner shall not constitute conclusive proof of unnecessary hardship within the purposes of zoning.

6. The Board does not possess the power to permit a use not generally or by special exception, permitted in the district involved.

7. In granting a variance, or special exception, the Board may attach thereto any conditions and safeguards it deems necessary or desirable in furthering the purposes of this chapter. Violation of any of these conditions or safeguards shall be deemed violation of this chapter.

*(Ord. 725 – May 15 Supp.)*

8. The effective date of a variance is thirty days after granted by the Zoning Board of Adjustment. The City Council may remand a decision to grant a variance to the Zoning Board of Adjustment for further study. The effective date of the variance in this case is delayed for thirty days from the date of the remand.

*(Ord. 720 – May 15 Supp.)*

### 165.23 AMENDMENTS.

1. **Requirements for Change.** Whenever the public necessity, safety, general welfare or good zoning practice justifies such action, and after consideration and recommendation by the Planning and Zoning Commission as provided herein, the Council may change zoning district boundaries, use groups or the regulations established by this chapter after public hearing for which public notice is given as provided in Chapter 414 of the State Code of Iowa.

2. **Initiation of Change.** A proposed change of zoning district boundaries or regulations may be initiated by the Council, City Planning and Zoning Commission, or by application of one or more of the owners of property within the area requested to be changed.

3. **Consideration.** Every three months or at the discretion of the zoning officer, the City Planning and Zoning Commission will set a public hearing to consider requested changes or amendments to the Zoning Ordinance or Zoning Map pursuant to the provisions of this section. Public notice for this meeting and changes to be considered shall be given as provided in Chapter 414.4 of the State Code of Iowa as amended. The re-zoning process as specified herein for newly annexed



**REQUEST FOR COUNCIL CONSIDERATION**

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|----------------------|---|
| <b>MEETING DATE:</b> | April 5, 2021   |
| <b>AGENDA ITEM:</b>  | <b>Discussion Item:</b> City Goals and Projects.  |
| <b>CITY GOAL:</b>    | Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results. |
| <b>PREPARED BY:</b>  | Colton Miller, Mayor Pro Tem  |
| <b>DATE:</b>         | March 11, 2021  |

**BACKGROUND:**

**From:** Colton Miller [mailto:mcolton@rocketmail.com]  
**Sent:** Thursday, April 1, 2021 5:56 AM  
**To:** Redmond Jones <rjonesii@westbranchiowa.org>  
**Subject:** Agenda item

Redmond, sorry for the late notice, but I would like to have a discussion item added for Monday night. City Goals/projects discuss item. Nothing to the actual packet, unless you would like to put in this year and last years goals. Thank you for doing everything you can to make this happen. .

Colton L. Miller

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| <b>STAFF RECOMMENDATION:</b> Seek Feedback |
| <b>REVIEWED BY CITY ADMINISTRATOR:</b>     |
| <b>COUNCIL ACTION:</b>                     |
| <b>MOTION BY:</b>                          |
| <b>SECOND BY:</b>                          |

*"Turning Vision into Reality is our Business"*

# City Council's Stated Priorities

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## RESOLUTION 1856

### A RESOLUTION ADOPTING GOALS AND OBJECTIVES FOR THE CITY OF WEST BRANCH, IOWA FOR 2020-2021.

**WHEREAS**, on November 18, 2019; the governing body of the City of West Branch, Iowa went through a process of identifying the service priorities for the coming fiscal year 2020 – 2021; and

**WHEREAS**, the governing body discussed concepts of: Required Services, Core Business Choice, Quality of Life Services, Community "Add On", Organization Foundation, Visioning and Teamwork; and

**WHEREAS**, the establishment of Goals and Objectives by the governing body was accomplished, and promotes a general direction for staff; and

**WHEREAS**, this direction promotes the overall efficiency and effectiveness of city services, and will facilitate the coming budget discussions and City Council Work Sessions.

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

**Section 1.** That the foregoing recitals are incorporated in and made a part of this resolution by reference; and

**Section 2.** That the Goals and Objectives of the City of West Branch for 2020-2021 are hereby declared to be and prioritized as follows:

**1. Promote Quality of life including Public Safety, Community Pride Events, Strong Citizen Involvement, Park and Recreation, opportunities and investment.**

- Police Body Cameras (9 votes – High Priority)
- Replacement 1990 (30 year old) Dump Truck with newer used Dump Truck (7 votes – High Priority)
- Water / Sewer Utility Billing Upgrades – Software Enhancements (5 votes – Moderate / High Priority)
- Christmas Past – Carriage Ride Funding (3 votes – Moderate Priority)
- Cubby Park Operations – Additional Funding (3 votes – Moderate Priority)
- CDG Funding and Coordinating / Festivals (2 votes – Moderate / Low Priority)

**2. Develop, Maintain and Rebuild Safe, Clean, Diverse, Healthy, Neighborhoods, including Partnering with the School District.**

- Downstream Flood Mitigation (18 votes – Top Priority)
- Replacement of One Block of Seal Coat on the East Side of Town (11 votes – Top Priority).
- Greenview Connection (10 votes – High Priority)
- Water Main Replacement on E. College from 4<sup>th</sup> to 5<sup>th</sup> Replacing a 4" Main with 8' Main. (9 votes – High Priority)
- Cedar / Johnson County Road – Plan / Funding Strategy (11 votes – Top Priority)



- Splash Pad Funding / Contribution (6 votes – Moderate Priority)
- Greenview Curb and Gutter (5 votes – Moderate Priority)
- Housing Trust Fund / Program (3 votes – Moderate / Low Priority)
- Overlay One Alley (2 votes – Moderate / Low Priority)

**3. Develop inviting high profile visual impact project's including gateways establishing destination, branding and other that reflect sound use of tax dollars.**

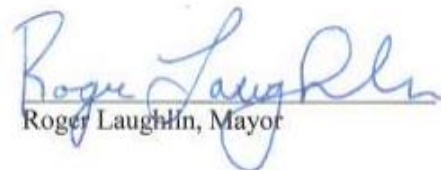
- Cedar / Johnson County Road – Plan / Funding Strategy (11 votes – Top Priority)
- Parkside Sidewalk or Trail Project / Connecting Downtown to the Industrial Park (5 votes – Moderate Priority)
- Phase 5 Downtown Sidewalk Project (3 votes – Moderate / Low Priority)

**4. Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.**

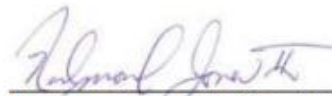
- Adding an Additional Full Time Employee to Public Works (10 votes – Top Priority)
- Annexation Plan / Strategy (3 votes – Moderate / Low Priority)
- Develop / Implement Long-Term Disability Benefit Program (3)
- Develop / Implement Short-Term Disability Benefit Program(3)

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**Passed and approved this 2<sup>nd</sup> day of December, 2019.**

  
Roger Laughlin, Mayor

ATTEST:

  
Redmond Jones II, City Administrator/Clerk

# City Council's Stated Priorities

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## RESOLUTION 1964

### A RESOLUTION ADOPTING GOALS AND OBJECTIVES FOR THE CITY OF WEST BRANCH, IOWA FOR 2021-2022.

**WHEREAS**, on December 7, 2020; the governing body of the City of West Branch, Iowa went through a process of identifying the service priorities for the coming fiscal year 2021 – 2022; and

**WHEREAS**, the governing body discussed concepts of: Required Services, Core Business Choice, Quality of Life Services, Community “Add On”, Organization Foundation, Visioning and Teamwork; and

**WHEREAS**, the establishment of Goals and Objectives by the governing body was accomplished, and promotes a general direction for staff; and

**WHEREAS**, this direction promotes the overall efficiency and effectiveness of city services, and will facilitate the coming budget discussions and City Council Work Sessions.

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

**Section 1.** That the foregoing recitals are incorporated in and made a part of this resolution by reference; and

**Section 2.** That the Goals and Objectives of the City of West Branch for 2021-2022 are hereby declared to be and prioritized as follows:

- 1. Promote Quality of life including Public Safety, Community Pride Events, Strong Citizen Involvement, Park and Recreation, opportunities and investment.**
  - Greenview Water Main North Loop (11 votes – Top Priority)
  - Soil Mitigation Project (9 votes – Top Priority)
  - 5<sup>th</sup> Full-Time Officer / 24 hour patrol (9 votes – Top Priority)
  - Paid “On-Call” Time Policy (7 votes – High Priority)
  - Police Replacement Equipment (2 votes – Moderate Priority)
  - Invest in More City and Park Cameras (1 vote – Low / Moderate Priority)
  
- 2. Develop, Maintain and Rebuild Safe, Clean, Diverse, Healthy, Neighborhoods, including Partnering with the School District.**
  - Relocate Brush Pile (8 votes – High Priority)
  - Main Street Storm Sewer Project (7 votes – High Priority)
  - Greenview Sidewalks (2 votes – Moderate Priority)
  - Housing Trust / LMI Program (2 votes – Moderate Priority)



**3. Develop inviting high profile visual impact project's including gateways establishing destination, branding and other that reflect sound use of tax dollars.**


- Baseline Extension(s) at Cubby Park (12 votes – Top Priority)
- Cubby Parking Lot Extension (9 votes – Top Priority)
- Downtown East Redevelopment (6 votes – High Priority)
- Parkview / BP Turn Lane (1 vote – Low / Moderate Priority)
- Annexation Plan (Rummells Farm Back 50 and Cedar / Johnson Area) (1 vote – Low / Moderate Priority)
- Naming and Marketing Industrial Park (1 vote – Low / Moderate Priority)

**4. Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.**

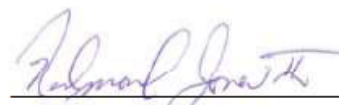
- Introduce Merit Pay System (10 votes – Top Priority)
- Review Building Permit Fees (8 votes – Top Priority)
- Retire the Building Rebate Program (8 votes – Top Priority)
- Hoover Hometown Days (4 votes – Moderate Priority)
- ~~• Overlay One Alley in an Annual Process (4 votes – Moderate Priority); this item was removed by unanimous city council vote at the January 19<sup>th</sup> City Council meeting.~~
- Develop Fund Balance Policy (2 votes – Moderate Priority)
- Planning Alternative Wastewater Treatment (a polishing treatment) wetland mitigation and Research Park / Eco Park Concept (1 vote – Low / Moderate Priority)

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**Passed and approved this 21st day of December, 2020.**

  
Roger Laughlin, Mayor

ATTEST:

  
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Redmond Jones II, City Administrator/Clerk