



CITY COUNCIL MEETING NOTICE
TUESDAY, JULY 5, 2022 - 7:00 P.M.
CITY COUNCIL CHAMBERS
110 N. POPLAR STREET, WEST BRANCH, IOWA

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

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

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda. /Move to action.
6. Approve Consent Agenda/Move to action.
 - a. Approve minutes from the June 20, 2022 City Council meeting.
 - b. Approve the Special Event Permit for the 2022 Hoover's Hometown Days Celebration.
 - c. Approve street closures for Hoover's Hometown Days 2022.
 - d. Approve a 5-day, Class B Beer permit with Outdoor Service for the West Branch Fire Department, 105 S. 2nd St. for Hoover's Hometown Days 2022.
 - e. Approve a 5-day, Class B Beer permit with Outdoor Service for Hazelhasky LLC dba, Herb & Lou's, 105 N Downey St. for Hoover's Hometown Days 2022. **(PENDING DRAM)**
 - f. Approve a 5-day, Class C Liquor license permit with Outdoor Service for The Down Under, 102 W. Main St., for Hoover's Hometown Days 2022.
 - g. Approve a cigarette permit with Rajan Bhatta, dba as Rashika, LLC, dba Jack & Jill, 115 E Main St., West Branch effective July 15, 2022.
 - h. Approve a Class E, Class B Native Wine and Class C Beer permit with Sunday sales for Rashika LLC dba Jack & Jill, 115 E Main St., West Branch effective July 15, 2022.
 - i. Approve destruction of certain records with Shred-it Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
 - j. Claims for 7/5/2022
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
 - a. **Third Reading Ordinance 794** - Amending Chapter 69 "Parking Regulations". / Move to action.
 - b. **Third Reading Ordinance 795** – Establishing a Tree Commission for the City of West Branch, Iowa – Chapter 28- Tree Commission. / Move to action.
 - c. **First Reading Ordinance 796** – Amending Chapter 55 – Animal Protection and Control. / Move to action.
 - d. **Resolution 2022-69** – Authorizing the Chief of Police to enter into an agreement with Lexipol, LLC for Police Policy Management & Training. / Move to action.
 - e. **Resolution 2022-70** – Approving a Liability Insurance Proposal with ICAP. / Move to action.
 - f. **Resolution 2022-71** – Approving the Workers Compensation Proposal with Iowa Municipalities Workers' Compensation Association (IWMCA). /Move to action.
9. Discussion – Review City Council Procedural Rules
10. Discussion – Review City Council Goals & Priorities
11. City Administrator Report
12. City Attorney Report
13. City Engineer Report
14. City Staff Reports
15. Comments from Mayor and Council Members
16. Motion to adjourn.

(The following is a synopsis of the minutes of the West Branch City Council meeting. A video recording is available for inspection at westbranchiowa.org. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

**City Council
Regular Meeting**

**June 20, 2022
7:00 p.m.**

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

APPROVE THE AGENDA

Motion by Dean, second by Stoolman to approve the agenda. AYES: Dean, Stoolman, Miller, Sexton. Goodweiler. Motion carried.

APPROVE CONSENT AGENDA

Approve Minutes from the June 6, 2022 City Council meeting.
Approve Minutes from the June 6, 2022 Special City Council meeting.
Claims for 6/20/2022
Monthly Financial Report (May 2022)

| EXPENDITURES | 6/20/2022 | |
|----------------------------|------------------------------------|-----------|
| ALINE PETRIN | SUMMER CAMP SESS 1 REFUND | 190.00 |
| AMANDA MALLOY | SWIM BUS REFUND | 40.00 |
| AMAZON | VARIOUS ITEMS - LIBRARY | 878.79 |
| BAKER & TAYLOR INC. | BOOKS | 126.79 |
| BPG, LLC | FOOD SUPPLIES | 31.69 |
| BROWN'S WEST BRANCH | SERVICE FOR VEHICLE | 55.56 |
| CAPITAL ONE | VARIOUS ITEMS - LIBRARY | 90.24 |
| CARRIE A HOURIGAN | CLEANING SERVICES - LIBRARY | 322.00 |
| CEDAR COUNTY COOPERATIVE | FUEL - CEMETERY | 956.48 |
| CEDAR COUNTY RECORDER | RECORDING FEES | 157.00 |
| CEDAR COUNTY TRANSFER STAT | TRASH DISPOSAL | 170.00 |
| CHAUNCEY BUTLER POST 514 | FLAGS | 84.00 |
| CJ COOPER & ASSOCIATES | FIRE DEPT DRUG TESTING | 315.10 |
| ECONO SIGNS LLC | STREET SIGNS | 768.81 |
| EMV HOLDINGS LLC | EMV HOLDINGS TIF REBAE #2 | 5,863.06 |
| FONZIBA KOSTER | SUMMER READING PROGRAM | 350.00 |
| FRED'S FEED & SUPPLY LLC | BLDG MAINTENANCE - LIBRARY | 603.14 |
| IOWA DEPARTMENT OF PUBLIC | WARRANTS & ARTICLES SYSTEM | 1,200.00 |
| ISWEP | ISWEP 2022-23 MEMBER FEE | 550.00 |
| JANET VAN DE WOESTYNE | TOWN HALL ALCOHOL DEP REFUND | 100.00 |
| JAYME CILEK | CLEANING SERVICES- CITY, TOWN HALL | 265.50 |
| KANOPI | ON DEMAND VIDEO SERVICE | 27.00 |
| KAREN SWENSON | SUMMER CAMP SESS 1 REFUND | 205.00 |
| KONA ICE OF CEDAR RAPIDS L | VENDOR FEE REFUND - HHTD | 50.00 |
| LEAF CAPITAL FUNDING LLC | COPIER LEASE - LIBRARY | 142.02 |
| LINN COUNTY R.E.C. | STREET LIGHTS | 207.80 |
| LRS HOLDINGS, LLC | TRASH & RECYCLING - MAY | 16,942.00 |
| LYNCH'S PLUMBING INC | VALVE, WATER LINE REPLACEMENT | 2,394.65 |
| OFFICE OF AUDITOR OF STATE | AUDIT FY21 PROGRESS BILL | 16,194.45 |
| OVERDRIVE INC | DIGITAL AND AUDIO BOOKS | 308.45 |
| PITNEY BOWES GLOBAL FINANC | POSTAGE METER LEASE - LIBRARY | 77.37 |
| PREMIER PARTS TIPTON | PARTS | 246.79 |
| QUILL CORP | OFFICE SUPPLIES | 117.87 |
| RAPIDS REPRODUCTIONS INC | HHTD POSTERS | 83.04 |
| THE HOME DEPOT PRO | BLDG SUPPLIES | 126.83 |
| U.S. POSTAL SERVICE | PO BOX ANNUAL RENTAL - LIBRARY | 62.00 |
| US BANK CORPORATE CARD | CREDIT CARD PURCHASES | 1,272.63 |
| WEST BRANCH REPAIRS | VEHICLE REPAIR - POLICE | 863.63 |
| WEST BRANCH TIMES | LEGAL PUBLICATIONS | 1,010.15 |

TOTAL 53,449.84

PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS 6/10/2022 47,198.68

PAID BETWEEN MEETINGS

| | | |
|--------------------------|-----------------------|-----------|
| ALLIANT ENERGY | ALLIANT ENERGY | 10,873.95 |
| CULLIGAN WATER TECH | WATER SOFTNER SERVICE | 186.48 |
| FIRE CATT, LLC | FIRE HOSE TESTING | 2,084.25 |
| HEIMAN FIRE EQUIP | FIRE EQUIPMENT | 4,970.00 |
| HOSPERS & BRO PRINTERS | ENVELOPES | 121.77 |
| JOHNSON COUNTY AMBULANCE | MEDICAL SUPPLIES | 91.00 |
| COLEMAN FENNER | UMPIRE PAY - 3 GAMES | 150.00 |
| WYATT FIDERLEIN | UMPIRE PAY - 1 GAMES | 30.00 |
| GLOBAL PAYMENTS | MAY CREDIT CARD FEES | 586.97 |
| WAGeworks | EMPLOYEE FLEX PLAN | 1,183.07 |

TOTAL 20,277.49

GRAND TOTAL EXPENDITURES 120,926.01

FUND TOTALS

| | |
|----------------------------|------------|
| 001 GENERAL FUND | 75,828.50 |
| 022 CIVIC CENTER | 823.2 |
| 031 LIBRARY | 9,142.46 |
| 110 ROAD USE TAX | 7622.17 |
| 112 TRUST AND AGENCY | 5471.42 |
| 125 T I F | 5,863.06 |
| 600 WATER FUND | 8,928.78 |
| 610 SEWER FUND | 5513.35 |
| 740 STORM WATER UTILITY | 550.00 |
| 950 BC/BS FLEXIBLE BENEFIT | 1183.07 |
| GRAND FUND TOTAL | 120,926.01 |

REVENUE-FISCAL YEAR 2022

FUND MAY

| | |
|---------------------------------------|------------|
| 001 GENERAL FUND | 125,005.48 |
| 022 CIVIC CENTER | 735.92 |
| 027 MEMORIAL GARDEN PROJECT | |
| 031 LIBRARY | 5,299.27 |
| 036 TORT LIABILITY | 1,297.24 |
| 110 ROAD USE TAX | 14,481.94 |
| 112 TRUST & AGENCY | 8,439.55 |
| 119 EMERGENCY TAX FUND | 1,165.00 |
| 121 LOCAL OPTION SALES TAX | 24,599.84 |
| 125 TIF | 18,512.10 |
| 226 DEBT SERVICE | 10,024.95 |
| 300 CAPITAL IMPROVEMENT RESERVE | 1,715.22 |
| 324-WW TREATMENT FACILITY IMPROVEMENT | 58,300.00 |
| 600 WATER FUND | 52,518.90 |
| 610 SEWER FUND | 68,213.84 |
| 740 STORM WATER UTILITY | 5,896.50 |
| TOTAL | 396,205.75 |

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM – NONE

PUBLIC HEARING / NON-CONSENT AGENDA

Public Hearing - Request for proposals to dispose of and develop property.

Miller opened the public hearing at 7:03 p.m. There were no public comments made at the meeting and no comments were received in writing from the public. Miller closed the public hearing at 7:04 p.m.

Third Reading Ordinance 793 – Amending Title “Sewer Service Charges”, Chapter 99 “Sewer Service Charges Required”. / Move to action.

ORDINANCE 793

**AN ORDINANCE AMENDING TITLE “SEWER SERVICE CHARGES”
CHAPTER 99 “SEWER SERVICE CHARGES REQUIRED”.**

BE IT ENACTED by the City Council of West Branch, Iowa, that Section 99.01 “SEWER SERVICE CHARGES REQUIRED” of the Code of West Branch, Iowa is hereby amended by making the following changes:

99.01 SEWER SERVICE CHARGES REQUIRED. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed as follows:

(Code of Iowa, Sec. 384.84)

1. \$15.29 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective February 1, 2022.
2. \$16.05 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective July 1, 2022.
(increase of \$0.76)
3. \$17.65 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective July 1, 2023.
(increase of \$1.50)

Pursuant to Section 91.11, customers may install a separate meter to measure water which is not discharged into the sanitary sewer system.

Adding a new Section 99.02 and retaining and renumbering the remaining sections.

99.02 ANNUAL ADJUSTMENT OF SEWER RATES. Effective the first day of January each year, beginning in 2024, the customer monthly rates as set forth in Sections 99.01, 99.03, and 99.04 of this chapter, shall increase by 2% from the prior year. The City shall review the rates every two years to ensure that the system generates adequate revenues to pay the costs of operation and maintenance, including replacement, and that the system continues to provide for proportional distribution of operation and maintenance, including replacement costs, among users and user classes.

3. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby amended.
5. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 20th day of June, 2022.

First Reading: May 16, 2022
Second Reading: June 6, 2022
Third Reading: June 20, 2022

Colton Miller, Mayor Pro Tem

Attest:

Leslie Brick, City Clerk

No discussion.

Motion by Dean, second by Sexton to approve the third reading of Ordinance 793. AYES: Dean, Sexton, Miller, Goodweiler. NAYS: Stoolman. Motion carried.

Second Reading Ordinance 794 - Amending Chapter 69 “Parking Regulations”. / Move to action.

No discussion.

Motion by Stoolman, second by Dean to approve the second reading of Ordinance 794. AYES: Stoolman, Dean, Goodweiler, Miller, Sexton. NAYS: None. Motion carried.

Second Reading Ordinance 795 – Establishing a Tree Commission for the City of West Branch, Iowa. Chapter 28 – Tree Commission. / Move to action.

No discussion.

Motion by Dean, second by Sexton to approve the second reading of Ordinance 795. AYES: Dean, Sexton, Miller, Stoolman, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-63 – Approving a vehicle towing service contract with Campus Towing. / Move to action.

Sexton asked how many responses were received for the contract services. Kofoed said two responses were received, one from Big 10 Towing and Campus Towing. Local towing company, Robert’s Towing did not submit a bid. Kofoed said this contract will allow the city to continue to enforce its nuisance abatement code

for junk vehicles throughout the city and have a fee schedule that will be provide transparency of the fees charged for certain violations.

Motion by Sexton, second by Dean to approve Resolution 2022-63. AYES: Sexton, Dean, Stoolman, Miller, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-64 – Approving an Auditing Service Agreement with Faller, Kincheloe & Co., PLC for Fiscal Years 2022, 2023, 2024 and 2025. / Move to action.

Kofoed stated that only one bid was received and that the request for proposals was prompted by the State of Iowa’s notification earlier this year that the City needed to find an independent firm to perform audits going forward. FKC met all of the city’s requirements for its annual audit. Kofoed said the quote for services was on pace with what the State of Iowa currently charges. The Council had no questions.

Motion by Stoolman, second by Deann to approve Resolution 2022-64. AYES: Stoolman, Dean, Goodweiler, Miller, Sexton. NAYS: None. Motion carried.

Resolution 2022-65 – Approving a Subdivider’s Agreement with The Meadows Inc. for The Meadows Part 5. / Move to action.

This Subdivider’s Agreement is the city’s standard agreement, no special exceptions were requested for The Meadows, Part 5.

Motion by Dean, second by Sexton to approve Resolution 2022-65. AYES: Dean, Sexton, Stoolman, Goodweiler, Miller. NAYS: None. Motion carried.

Resolution 2022-66 – Approving a Developer’s Agreement with Rebate payments and approving disposal of real property to BBCO LLC. / Move to action.

Kofoed announced that a revised agreement was received from the developer after the council packet was published and recapped the changes submitted. Kofoed outlined the following responsibilities of the city: the city will sell the former Croell Redi Mix site for one dollar to BBCO, LLC, the city will assist in the purchase of the Herring property of up to \$150,000 and a twenty-year tax incentive agreement with the developer will be capped at five million dollars (if all properties are purchased). Kofoed stated the tax rebate will be seventy-five percent to the developer, while the city retains the remaining twenty-five percent. Kofoed then described BBCO’s (developer) responsibilities; BBCO will purchase property from D Three LLC, Bennett, Herring and as an ‘option’, Steve Miller’s property, on the corner of East Main and North 4th Streets., BBCO will construct one hundred ten residential properties, mixed use commercial space and will implement the redevelopment in four phases if a grant the developer is successful in obtaining. Kofoed also mentioned the request from the developer for using a twenty-five percent brick façade on the buildings as it is less costly for the project. The Council had no objections to Kofoed’s recap of the project. Blaine Thomas, partner of BBCO, LLC was present and addressed the Council and said he is excited for the project and said that he enjoys a ‘challenge’, which this particular parcel will have. Thomas described his project as “community minded” that will draw attention to West Branch. Thomas said he is anxious to start moving forward. The Council thanked Thomas and his partners for taking on the challenge of redeveloping the property and shared in his excitement of the project.

Motion by Sexton, second by Dean to approve the amended agreement with the terms outlined by Kofoed for Resolution 2022-66. AYES: Sexton, Dean, Goodweiler, Miller, Stoolman. NAYS: None. Motion carried.

Resolution 2022-67- Authorizing the transfer of funds. / Move to action.

Van Auken explained that the transfers were a requirement of end of year closing for transferring set aside funds for future departmental expenditures. Van Auken confirmed that Public Works did not have any funds to transfer.

Motion by Dean, second by Sexton to approve Resolution 2022-67. AYES: Dean, Sexton, Stoolman, Miller, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-68– Accepting the resignation of Officer Derek Holmes. / Move to action.

Miller and Sexton thanked Holmes for his service to the West Branch community and wished him well in his future endeavors.

Motion by Dean, second by Stoolman to approve Resolution 2022-68. AYES: Dean, Stoolman, Sexton, Miller, Goodweiler. NAYS: None. Motion carried.

Discussion – Council direction regarding right-of way turn lane on West Main Street

Kofoed reminded the Council that a new developer is interested in the property known as The Meadows, Part 3 (a parcel across from the high school) and asked if the Council wanted to include an easement on the property should the city’s future growth require future widening on West Main Street. The Council re-discussed the need for sidewalks in that area and determined that the future trail on the south side of West Main Street was the best location for it and not the north side. Schechinger added that while reviewing preliminary plans for the round-about with Johnson County engineers, that a fifteen-foot easement may be acceptable. Schechinger is still in discussions and said he would discuss further with Johnson County.

Discussion – Waiving permit fees for non-profit organizations

Kofoed said the topic became an issue recently when a member of the Tipton Lions Club applied for a building permit for installing a temporary handicap ramp at a residence in West Branch. The permit was submitted to the city and reviewed and approved by city’s building inspector. A fifty-dollar fee was added for the cost of processing the permit. The permit fee was questioned by the applicant and was under the impression that the city should waive its permit fee requirement for their organization since they are volunteers doing community service projects. Kofoed reminded the Council that he does not have the authority to waive such fees as there is nothing in the Code that allows him to do that. Kofoed outlined pros and cons for waiving fees for non-profits and defining what ‘temporary’ means. The Council discussed and audience members also gave input on the subject. The Council finally determined that temporary ADA ramps would be subject to a building permit so the city knows where they are and that it is acceptable to waive the permit fee. The city will cover the cost of the building inspectors’ review and staff time for processing the permit. They concluded that the project value would be ‘zero-dollars’, which makes permit fee schedule non-applicable.

CITY ADMINISTRATOR REPORT

Kofoed asked the Council for potential meeting dates and times to discuss capital improvement planning. After discussions, July 18th at 5:45 p.m. (prior to the regular City Council meeting) was agreed upon. Kofoed stated that donations were lagging for Hoover’s Hometown Days and that he and the Mayor would be making phone calls to businesses. He also recommended that the city establish a donation policy to better handle how and when the city should seek donations for certain city events and projects.

CITY ATTORNEY REPORT

Olson said that a meeting was held last week with some property owners adjacent to the Wapsi Creek Widening project and that details are being worked through.

CITY ENGINEER REPORT

Schechinger reported on the HHH round about project and said final plans are not yet complete but the Johnson County is working with the utility companies on moving their utilities which needs to be done first. At this time a September bid letting is scheduled with a late-fall start date. He also reported that the waste water treatment plant project should be starting later in the week. He said the contractor has experienced staffing and supply chain issues.

STAFF REPORTS - No reports.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Dean stated his dis-pleasure with the progress on the round-about.

ADJOURNMENT

Motion to adjourn by Sexton, second by Stoolman. Motion carried on a voice vote. City Council meeting adjourned at 8:24 p.m.

Colton Miller, Mayor Pro Tem

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|-------------------------------------------------------------------------------------|
| AGENDA ITEM: Approve a Special Event Permit for Hoover's Hometown Days 2022. |
|-------------------------------------------------------------------------------------|

| |
|-----------------------------------------------------------------|
| PREPARED BY: Parks & Recreation Director Melissa Russell |
|-----------------------------------------------------------------|

| |
|----------------------------|
| DATE: June 20, 2022 |
|----------------------------|

BACKGROUND:

Hoover's Hometown Days will be held Friday, August 5th and Saturday, August 6th, 2022.

This year's event will have a variety of entertainment for all ages (see attached schedule of events), including the Mayor's Parade and fireworks.

The planning committee has worked hard all year to bring the residents of West Branch and our community of visitors a fun-family oriented event that is sure to make our little town shine!



Special Event Permit Application

Private events, ceremonies, or parties that anticipate less than 50 people and do not collect any money, sell any products, goods or services including food, beverage, or alcohol, do not use roads, streets, or pathways and do not have amplified sound or large tents do not require a Special Event Permit. A Facility Reservation form may be required. The City of West Branch may waive the submission deadline in extreme cases of unforeseen events.

Please supply the information requested below. Attach additional sheets, if necessary, to provide the required information. In issuing a permit for a special event, the City considers the following items:

1. The event is reasonably likely to cause injury to persons or property, create a disturbance, cause disorderly conduct or encourage or result in violation of the law, or community standards;
2. The event will be unreasonably and substantially interrupt the safe and orderly movement of pedestrians and vehicular traffic in the area;
3. The proposed location is adequate for the size and nature of the event;
4. The event does not unreasonably interfere with the intended use of the area;
5. The Applicant’s apparent ability to execute the event;
6. The Applicant’s apparent ability to obtain the appropriate insurance (if applicable);
7. The event unreasonably conflicts with other scheduled special events in the community;
8. Approvals by other governing agencies; and
9. All permit requirements have been met.

The application review process begins when the City of West Branch has received a completed application. Applications for special events must be approved by all appropriate departments, including but not limited to the West Branch Police Department, Fire Department, Public Works, Public Library, Parks and Recreation, Administration, and the City Council. In the event the application is denied by the City; the applicant may appeal to the West Branch City Council in writing within five (5) days of denial. The decision of the West Branch City Council is final.

FOR CITY OFFICE USE:

Approved by _____ Date of Approval _____

West Branch Administration _____ West Branch Fire Department _____ West Branch Police Department _____

West Branch Public Library _____ West Branch Public Works _____ West Branch Parks and Recreation _____

Other _____ Other _____

Notes: _____



Special Event Permit Application

Event Title/Name: _____

Event Organization: _____ Phone: _____

Organization Address: _____ Tax ID #: _____

City: _____ State: _____ Zip Code: _____

Event Website: _____ Event Email: _____

Event Coordinator Name and Title: _____

Event Coordinator Email: _____

Event Coordinator Cell Number: _____

Event Coordinator Address: _____

City: _____ State: _____ Zip Code: _____

Description of Event: _____

Requested Location(s) -All city facilities will also need to be reserved using the Facility Request Form. If there is a request to shut down a street, a traffic control plan including detour route drawing needs to be submitted.

| Event set up will begin: <small>(date, day of the week and time)</small> | Event will begin: <small>(date, day of the week, and time)</small> | Event will end: <small>(date, day of the week, and time)</small> | Removal and clean-up will be completed: <small>(date, day of the week, and time)</small> |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| | | | |
| | | | |

Maximum Number of Participants: _____ Maximum Number of Vehicles: _____

Will there be an admission fee? _____ What is the admission fee? _____

Will food be sold? _____ Organizers are responsible for making sure vendors have secured the appropriate permits.

Will alcohol be permitted or sold? _____ Organizers are responsible for insuring all permits have been obtained and all laws and regulations are followed.

Has all approval from non-city agencies (such as NPS, Johnson County, Cedar County, WBCSD) been granted? ___
Please list other agencies involved. _____

Traffic Control Plan (please attach diagram): _____



Public Notification Plan: _____

Amplified Sound/Noise Plan: _____

Site Plan/Race Course Map (please attach diagram): _____

Security Plan: _____

Restoration Plan: _____

Trash Management Plan: _____

Restroom Plan: _____

Signs/Banner Plan: _____

Insurance policy: _____

Signature: _____ Date: _____

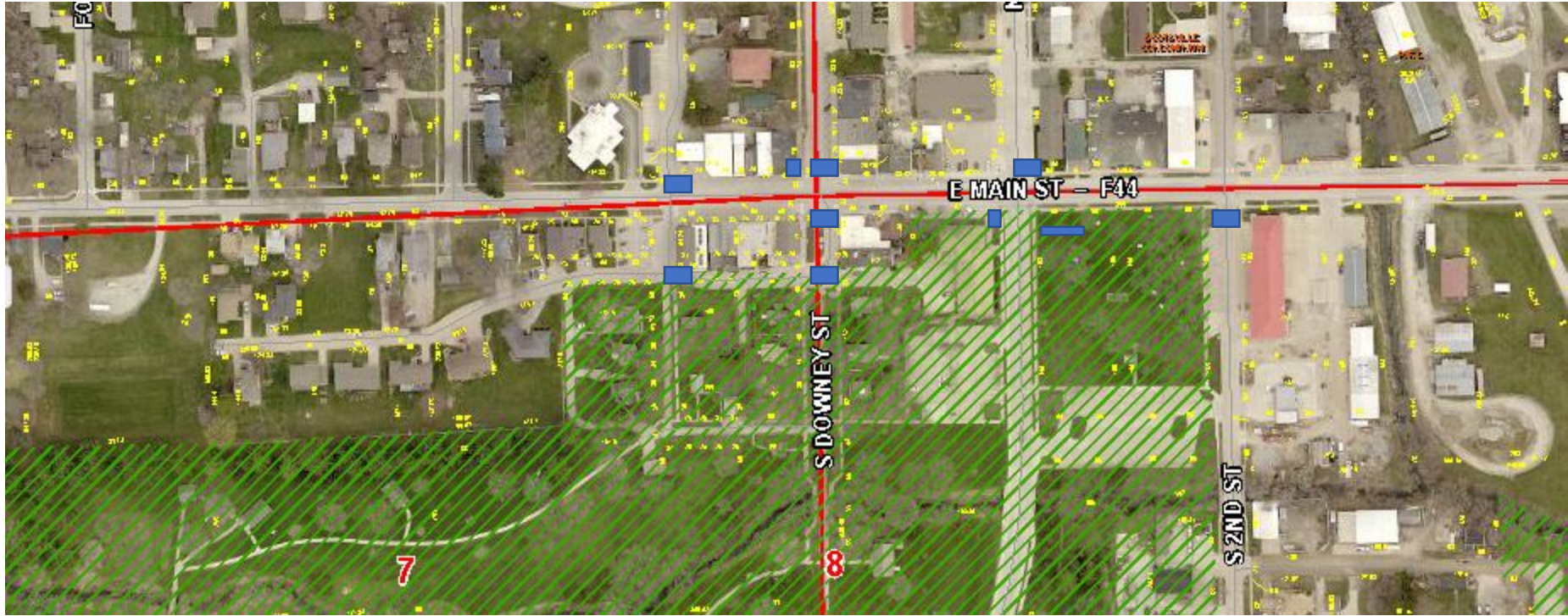
*****By signing this form, you are agreeing that you have read the attached guidelines and agree with each as stated.**

Return completed form to: West Branch City Office, PO Box 218 or 110 N. Poplar St., West Branch, IA 52358.

Please contact Parks and Recreation Director Melissa Russell with any questions 319-930-0393 or melissa@westbranchiowa.org.

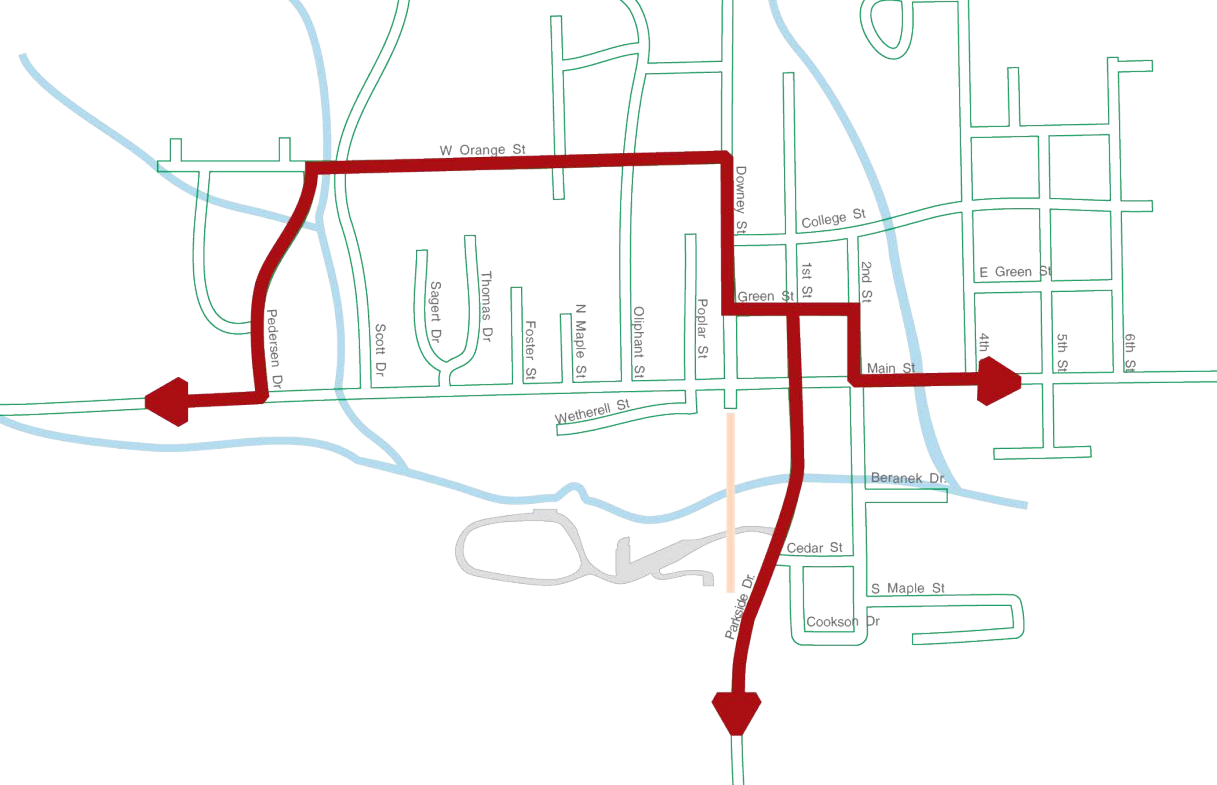
| Saturday Events | | Friday Events | | |
|------------------------|------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------|--|
| START | END | NAME | LOCATION | |
| 4:00 PM | 6:00 PM | <u>Youth Hoover Ball Registration</u> | Village Green | |
| 6:00 PM | | Lions' Pedal Tractor Pull | 2nd St. by the West Branch Fire Station | |
| 6:00 PM | | <u>Doubles "Fire in the Hole" Bag Tournament Event & Registration Page</u> | West Branch Fire Station | |
| 6:00 PM | 12:00 AM | Firefighters serving hamburgers/hot dogs/brats | West Branch Fire Station | |
| 6:00 PM | 12:00 AM | Beer Tent | West Branch Fire Station | |
| 8:00 PM | 12:00 AM | Music - Trophy Dads | West Branch Fire Station | |
| Saturday Events | | | | |
| START | END | NAME | LOCATION | |
| 8:00 AM | 9:30 AM | <u>Hoover Prairie Run (Registration)</u> | Herbert Hoover National Historic Site | |
| 8:00 AM | 9:00 AM | <u>Hoover-Ball Registration</u> | Hoover-Ball Courts | |
| 9:00 AM | 5:00 PM | Free Entry into Hoover Presidential Library & Museum | Herbert Hoover Presidential Library & Museum | |
| 9:00 AM | 7:00 PM | Hoover-Ball Championship Games | Hoover-Ball Courts | |
| 10:00 AM | | Mayor's Parade | <u>Parade Route</u> | |
| 11:00 AM | 2:00 PM | Firefighters serving hamburgers/hot dogs/brats | West Branch Fire Station | |
| 11:00 AM | 4:00 PM | Hoover Presidential Performance Area | National Park | |
| 11:00 AM | 4:00 PM | Exhibitors on NPS Vendors Area | National Park Vendors Area | |
| 11:00 AM | 5:00 PM | Eat, Shop, & Explore the Historic Main Street Local shopping, vendors, & food trucks | Main St. | |
| 11:00 AM | 5:00 PM | Children's Inflatables | Village Green | |
| 11:30 AM | 12:30 PM | Military Band | Hoover Presidential Performance Area - Downey Trace | |
| 11:30 AM | 12:30 PM | <u>Hoover Foundation Picnic (\$10/person for public)</u> | National Park | |
| 12:00 PM | 4:00 PM | Pony Go Round Pony Rides | Downey St. | |
| 12:00 PM | 4:00 PM | Free Bubble Stations | Village Green | |
| 12:00 PM | 4:00 PM | Free Balloon Artist | Village Green | |
| 12:00 PM | 4:00 PM | Free Caricature Artist | Main St. | |
| 12:00 PM | 4:00 PM | Free Herbert Hoover Birthday Cupcakes | Herbert Hoover Presidential Library & Museum | |
| 12:00 PM | 4:00 PM | Shop & Drop Bag Check | Springdale Agency - Corner of Main and Downey St. | |
| 12:00 PM | 4:00 PM | Strolling Magician | Village Green & Main St. | |
| 12:30 PM | 1:30 PM | Hoover Life Celebration | NPS - Across from Birthplace Cottage | |
| 12:30 PM | 2:00 PM | Live Entertainment - Randy and Cassie | Heritage Square | |
| 1:00 PM | 3:00 PM | Booster Bingo | West Branch Fire Station | |

| | | | | |
|---------|----------|--------------------------------------|------------------------------------------------------|--|
| 1:30 PM | 2:30 PM | Theodore Roosevelt | National Park - Hoover Presidential Performance Area | |
| 2:00 PM | | Kids Water Ball Fights | 2nd St. by the West Branch Fire Station | |
| 2:00 PM | 5:00 PM | Hoover Forum | Herbert Hoover Presidential Library & Museum | |
| 2:30 PM | 4:00 PM | Live Entertainment - Mike Johnston | Downey St. near Herb & Lou's | |
| 3:00 PM | 4:00 PM | Ulysses S Grant | National Park - Hoover Presidential Performance Area | |
| 4:30 PM | 7:00 PM | Fire Fighter's Beef Dinner | West Branch Fire Station | |
| 6:00 PM | 7:30 PM | Pie & Ice Cream Social | West Branch Friends Church lawn 116 N Downey St. | |
| 8:00 PM | 12:00 AM | Music/Entertainment - Boot Jack Band | West Branch Fire Station | |
| 9:30 PM | 10:00 PM | Fireworks | Cubby Park | |



The following road closures are suggested for the 2022 Hoover's Hometown Days celebration.

- 2nd Street from Main Street to the Water Street Parking Lot from 5:00 p.m. on Friday August 5, 2022 to 1:00 a.m. on Sunday August 7, 2022.
- Main Street from Parkside Drive to 2nd Street from 12:00 a.m. on Saturday August 6, 2022 to 12:00 a.m. on Sunday August 7, 2022.
- Main Street from Parkside Drive to Oliphant Street and S. Downey from Wetherell to Main Street from 5:00 a.m. to 6:00 p.m. on Saturday August 6, 2022.
- Wetherell from Poplar Street to S. Downey Street.
- N. Downey Street from Main Street to Green Street from 2:30 a.m. on Saturday August 6, 2022 to 6:00 p.m. on Saturday August 6, 2022.
- W Orange St. from N Oliphant St. to Ridge View Dr. on Saturday, August 6, 2022 from 8:15 a.m. to 10:15 a.m.
- Pedersen St. from W Orange St. to Hilltop Dr. on Saturday, August 6, 2022 from 8:15 a.m. to 10:15 a.m.



W Orange St

Downey St

College St

Green St

1st St

2nd St

E Green St

Scott Dr

Sagert Dr

Thomas Dr

Foster St

N Maple St

Oliphant St

Poplar St

Main St

4th St

5th St

6th St

Pedersen Dr

Wetherell St

Beranek Dr.

Cedar St

S Maple St

Cookson Dr

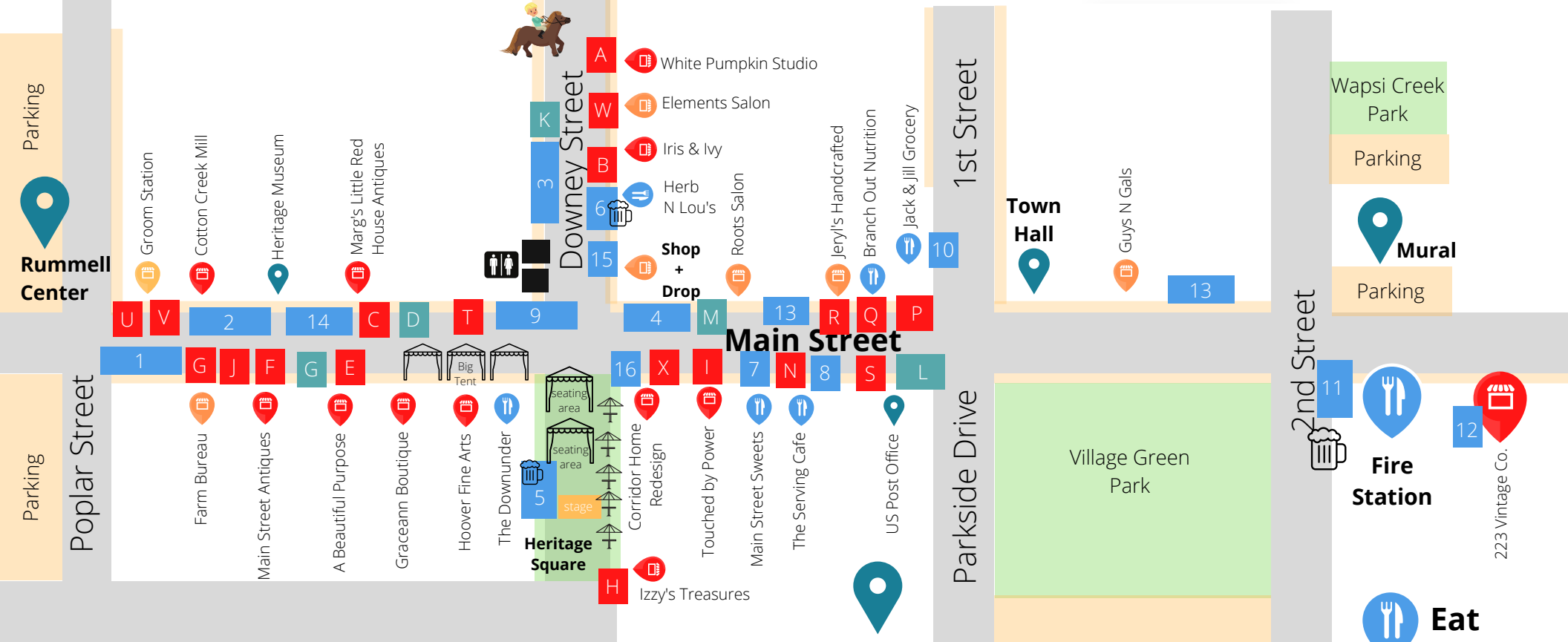
Parkside Dr

West Branch, Iowa

Eat. Shop. Explore. Exit 254.

HOOVER'S

Hometown Days



Frerichs Alpaca Farm & 3 Rail Farm Store
Fish Barn
<<< **West of town.**

Cedar's Edge Golf Course
(bar only)
<<<

**Herbert Hoover
National Historic
Site and
Presidential
Library & Museum**

***VENDOR
PLACEMENT IS
SUBJECT TO
CHANGE.**

Exit
254

>>>

Mexico Lindo
Grill & Cantina
>>>

- Eat**
- Shop**
- Explore**

| Map # | Vendor Name | Type | Offerings | Booth Size |
|-----------|-----------------------------|--------------------------------|-------------------------------|------------------------|
| 1 | Cindy's Tropical Shaved Ice | Food Stand | Shaved Ice + Canned pop | 10x20 + truck |
| 2 | Chuckies | Food Stand | Breaded pork tenderloin sa | 10x27 |
| 3 | Beyla's Food Truck | Food Stand | Gluten-free homemade foc | 20'x30' |
| 4 | Kountry Korner Catering & M | Food Stand | Deluxe Hot Dogs, Ultimate | 10x24 |
| 5 | THE DOWN UNDER | Local Restaurant / Food Sta | beer burgers chips | 26 x 18 |
| 6 | Herb N Lous | Local Restaurant / Beer Garden | | TBD |
| 7 | Main Street Sweets | Local Restaurant / Food Sta | Sandwiches, chips | 10x10 |
| 8 | The Serving Cafe | Local Restaurant / Food Sta | Food and beverages | 10x10 |
| 9 | TC Bonez BBQ | Food Stand | BBQ | 12x30 |
| 10 | Jack & Jill store | Food Stand | BBQ and frychicken | 10x10 |
| 12 | Bloom | Food Stand | Acai Bowls, Smoothies, Fr | 7x10 |
| 13 | Luna's Taqueria | Food Stand | Street Tacos, Quesadillas ; | 10x15 if its possible. |
| 13 | Kona Ice of Cedar Rapids & | Food Stand | Gourmet Shaved Ice | 22X10 |
| 14 | Lugo's Gourmet Popcorn an | Food Stand | Kettle and Caramel Corn, l | 20 wide x 10 deep |
| 15 | Marco's Grilled Cheese | Food Stand | Grilled Cheese, ham and c | 10'x10' |
| 16 | The Sugar Rush Factory | Food Stand | Cotton Candy | 10x10 |
| A | White Pumpkin Studio | Local Shop | Weather dependent candy, | 10x10 |
| B | Iris & Ivy LLC | Local Shop | Flowers, plants, gift items | 10x10 |
| C | Marg's Litte Red House | Local Shop | Will bring out clothing and | 10x10 is great |
| D | West Branch Community De | Local Organization | 50/50 Raffle, T-Shirt Sales, | 10x10 |
| E | Graceann Boutique | Local Shop | Hoover Day Tees | 10x10 |
| F | A Beautiful Purpose | Local Shop | Antiques | 10x10 |
| G | West Branch PTO | Local Oraganization | We plan to have a few PTC | 10x10 |
| H | Izzys Treasures | Local Shop | Face painting & side walk ; | 10x20 |
| I | Touched by power | Local Shop | Homeade Soy Candles ar | 10x12 tent |
| J | Farm Bureau Financial Serv | Free Activity | Small give-aways such as | 10 x 10 |
| K | Friends of the West Branch | Local Oraganization | Water & Gatorade (possibl | 10x10 |
| L | CyBear Robotics/WBCSD | Local Oraganization | We will be selling team me | 10x20 |
| M | Humans for Racial Justice | Local Oraganization | free cotton candy, flyers, fu | 10x10 with electricity |
| N | Anna Banana Shop Art | Pop-Up Vendor | Sticker, Mugs, Hats, Stuff / | 10x10 |
| P | Moe's Barn Wood Decor | Pop-Up Vendor | Barn wood signs | 10x20 |
| Q | Blank Creations by Tiffany | Pop-Up Vendor | door hangers/wall decor/de | 10x10 |
| R | EmaJo Designs | Pop-Up Vendor | Handmade aprons, kitcher | 10x10 |
| S | Rags 2 Rugs | Pop-Up Vendor | Handwoven rag rugs | 10x10 |
| T | Forever & Always Designs | Pop-Up Vendor | Tie-Dye shirts/hoodies & d | 10 x 10 |
| Town Hall | West Branch United Method | Hydration / Rest Stop | Cold water bottles | Town Hall |
| u | Al Made | Pop-Up Vendor | Shirts, hats, baby items, hc | 10x10 |
| v | Remi's Wood Art and Design | Pop-Up Vendor | Pyography and Functional | 10x10 |
| W | Designs by 88 | Pop-Up Vendor | Tumblers and other variou | 10x10 |
| X | CreativeBliss | Pop-Up Vendor | Bears clothing and misc be | 10x10 |

****ACTIVITY LOCATIONS WITHIN THE VILLAGE GREEN
ARE SUBJECT TO CHANGE****

About Faces
Sat 11a-4p

Toxic Meltdown
Sat 11-5p
21' x 21' x 10"

Radical Run Obstacle Course
Sat 11a-5p
99'x15'x20'
-285'-

Zorb Balls w/ Track
Sat 11a-5p
80'x35'x14'

Bubble Stations
Sat 11a-4p
Up to 15 tables

Modular 5-in-1 Combo
Sat 11a-5p
27'x 22'x 20'

Bungy Trampoline
Sat 11a-5p
35'x35'x30'

Toddler Animal Kingdom
Sat 11a-8p
22'x 22'x 12'

Archery Hoverball
Sat 11a-5p
6'x 9'x 13'

Gazebo

World of Sports
Sat 11a-5p
24'x17'x13'

Youth Hoover-Ball Exhibition
Fri 4-6p

Vortex Interactive Challenge
11a-5p
31'x31'x15'



Lions' Pedal Tractor Pull
Fri 6:00p

Kids' Water-ball Fights
Sat 2p

FIRE STATION

Fire in the Hole Tourney
Fri 6p

Grilling
Fri 6p-12a
Sat 11a-2p

Bingo
Sat 1-3p

Beef Dinner
Sat 4:30-7p

Stage

Trophy Dads
Fri 8p-12a

Boot Jack Band
Sat 8p-12a

Beer Tent
Fri 6p-12a
Sat 11a-12a

Food

Station 2

Cold Truck

Port-o-Potties

-38'-

PARKSIDE DRIVE

NORTH 2ND

SOUTH 2ND STREET

32'

EAST MAIN STREET

Port-o-Potties

| Committee expenses | | | | | | | |
|-----------------------------------------|--------------------------|--------------------|--------------------|-------------------------------------------|--------------------------|--------------------|--------------------|
| Downtown/CDG Budget | | \$4,050.00 | Actual Cost | Donations Goal | | | Actual Cost |
| Cassie and Randi | CDG/Downtown | \$500.00 | \$250.00 | Solo artist 1 | Randi and Cassie | \$250.00 | \$250.00 |
| Solo artist 2 | CDG/Downtown | \$500.00 | | Solo artist 2 | Mike Johnston | \$250.00 | |
| Solo artist 3 | CDG/Downtown | \$250.00 | | Solo artist 3 | CDG/Downtown | \$250.00 | |
| Pony Rides | CDG/Downtown | \$1,300.00 | \$1,175.00 | Trophy Dads | Fire Department | \$1,700.00 | \$2,000.00 |
| Big Ten Rental | Downtown/CDG | \$1,000.00 | \$518.29 | Boot Jack Band | Fire Department | \$1,700.00 | \$1,500.00 |
| Miscellaneous | CDG/Downtown | \$500.00 | | Eastern Iowa Brass Band | Cubby Park? | \$3,500.00 | \$0.00 |
| Promotions | \$3,600.00 | | | Inflatables | Village Green/2nd Street | \$12,000.00 | \$12,000.00 |
| Main Street Banner | Downtown/Admin | \$100.00 | | About Faces | Village Green/Downtown | \$1,800.00 | \$2,200.00 |
| Main Street Banner Install | Downtown/Admin | \$500.00 | | Absolute Science | Village Green | \$800.00 | \$850.00 |
| Print Posters | CDG/Nick Shimmin | TBD | | Pony Rides | CDG/Downtown | \$1,300.00 | \$1,175.00 |
| HHTD Brochures | CDG/Nick Shimmin | TBD | | Total | | \$23,550.00 | \$19,975.00 |
| West Branch Times/Newspaper Advertising | CDG/Nick Shimmin | TBD | | Fireworks | Cubby Park/Admin | \$25,000.00 | \$25,000.00 |
| Snap Chat Filter | CDG/Nick Shimmin | TBD | | | | | |
| Social Media Advertising | CDG/Nick Shimmin | TBD | | | | | |
| Other Advertising | CDG/Nick Shimmin | \$3,000.00 | | | | | |
| Village Green Activities | \$15,600.00 | | | Partners Budgets/Funding | | | |
| Inflatables | Village Green/2nd Street | \$12,000.00 | \$12,000.00 | Hoover Foundation | | | |
| About Faces | Village Green/Downtown | \$1,800.00 | \$2,200.00 | National Park Service | | | |
| Lions Tractor Pull | 2nd Street | \$0.00 | \$0.00 | Fire Department/Fire Fighters Association | | | |
| Jenga, Connect Four/Chess | Village Green/Downtown | \$0.00 | \$0.00 | Lions Club | | | |
| Absolut Science | Village Green | \$800.00 | \$850.00 | Community Development Group | | | |
| | | | | Hoover Presidential Library | | | |
| Electical/Generators | Village Green | \$500.00 | | | | | |
| Miscellaneous | Village Green | \$500.00 | | | | | |
| Fire Department | \$3,400.00 | | | | | | |
| Friday night Performance | Fire Department | \$1,700.00 | \$2,000.00 | | | | |
| Saturday Night Performance | Fire Department | \$1,700.00 | \$1,500.00 | | | | |
| Admin | \$26,575.00 | | | | | | |
| Ribbons/ Awards | PW/Mayor/Admin | \$325.00 | | | | | |
| Candy/Water | WBPR purchase | \$500.00 | | | | | |
| Council Banners | Admin | \$750.00 | | | | | |
| Fireworks | Cubby Park/Admin | \$25,000.00 | \$25,000.00 | | | | |
| Other Expenses | \$4,000.00 | | | | | | |
| Port O Potties | Melissa | \$1,000.00 | \$825.00 | | | | |
| Golf Carts | Melissa | \$1,250.00 | \$1,350.00 | | | | |
| Trash/First Aid | Melissa | \$250.00 | | | | | |
| Directional signs | Melissa/Nick/CDG | \$0.00 | | | | | |
| Miscellaneous | Melissa | \$500.00 | | | | | |
| Alex Body | Cubby park/Downtown/Nick | \$1,000.00 | | | | | |
| Cubby Park Expenses- | \$4,300.00 | | | | | | |
| Eastern Iowa Brass Band | Melissa/Nick | \$3,500.00 | \$0.00 | | | | |
| Coralville Stage | Cubby Park/Melissa | \$800.00 | \$0.00 | | | | |
| Total | \$61,525.00 | \$61,525.00 | \$47,668.29 | | | | |



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|------------------------------------------------------------------------------|
| AGENDA ITEM: Approve street closures for Hoover's Hometown Days 2022. |
|------------------------------------------------------------------------------|

| |
|-----------------------------------------------------------------|
| PREPARED BY: Parks & Recreation Director Melissa Russell |
|-----------------------------------------------------------------|

| |
|----------------------------|
| DATE: June 20, 2022 |
|----------------------------|

BACKGROUND:

The following street closures are requested for the 2022 Hoover's Hometown Days celebration.

Downtown / Village Green / Fire Station area:

- S. 2nd Street (from E. Main Street to the Water Street Parking Lot) - 5:00 p.m. Friday, August 5th to 1:00 a.m. on Sunday, August 7th.
- E. Main Street (from Parkside Drive to 2nd Street) - 12:00 a.m. Saturday, August 6th to 12:00 a.m. on Sunday, August 7th.
- Main Street (from Parkside Drive to N. Oliphant Street and S. Downey from Wetherell to Main Street) – Saturday, August 6th - 5:00 a.m. to 6:00 p.m.
- Wetherell St. (from S. Poplar Street to S. Downey Street) – Saturday, August 6th -5:00 a.m. to 6:00 p.m.
- N. Downey Street (from Main Street to E. Green Street) Saturday, August 6th - 2:30 a.m. to 6:00 p.m.

Parade line up:

- W. Orange St. from N. Oliphant St. to Ridge View Dr. on Saturday, August 6th - 8:15 a.m. to 10:15 a.m.
- Pedersen St. from W. Orange St. to Hilltop Dr. on Saturday, August 6th - 8:15 a.m. to 10:15 a.m.



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA ITEM: Approve a 5-day, Class B Beer permit with Outdoor Service for the West Branch Fire Department, 105 S. 2 nd St. for Hoover's Hometown Days 2022. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| |
|----------------------------------------------|
| PREPARED BY: City Clerk, Leslie Brick |
|----------------------------------------------|

| |
|----------------------------|
| DATE: June 20, 2022 |
|----------------------------|

BACKGROUND:

Approve Class B Beer permit with Outdoor Service for the West Branch Fire Department for Hoover's Hometown Days 2022:

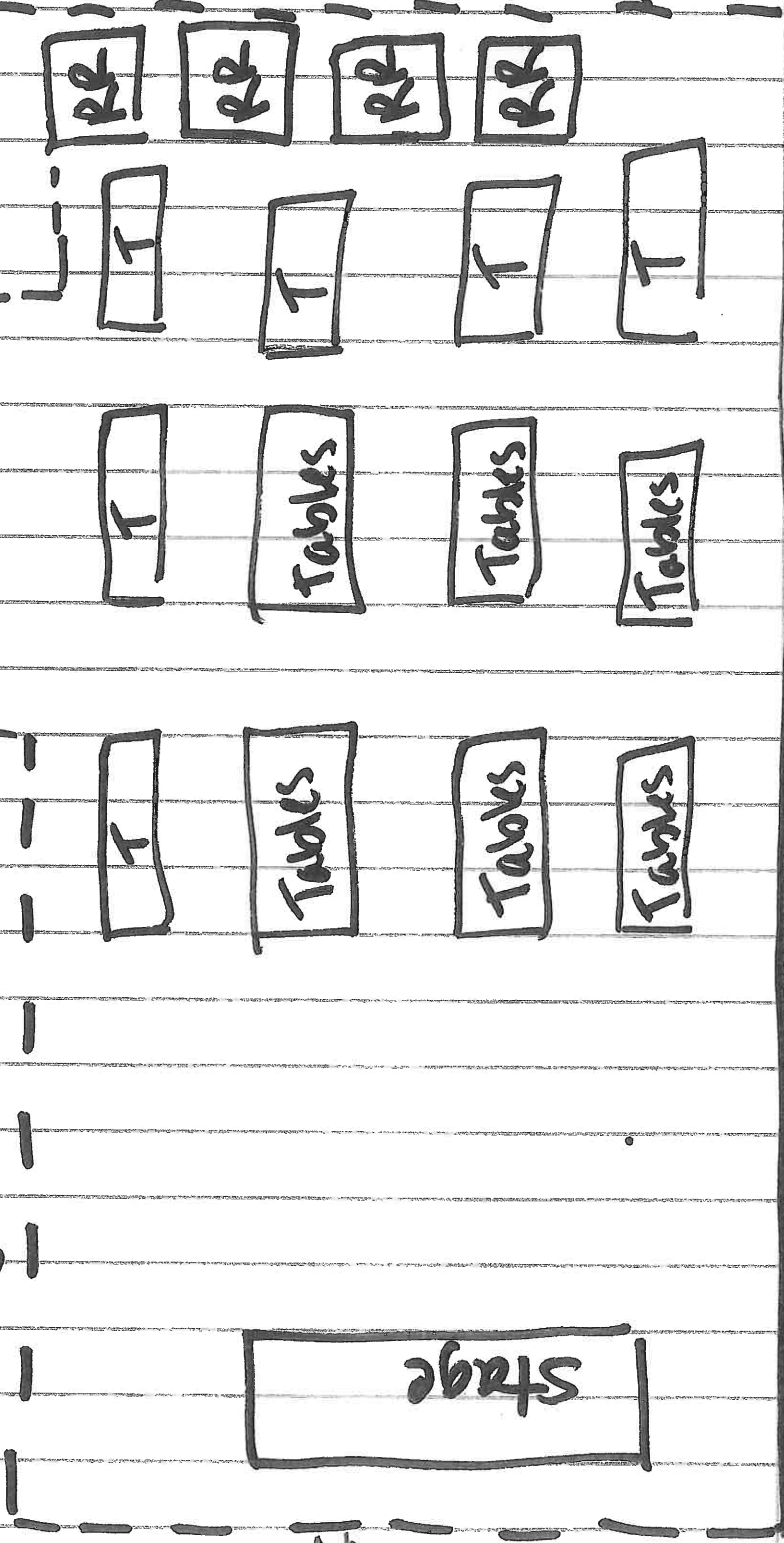
Friday, August 5, 2022, 3 p.m. to midnight

Saturday, August 6, 2022, 11:00 a.m. to midnight.

Hoover's Home Town Days - Fire Station Sketch

Beer & Food

fencing



Fire station

S

N



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA ITEM: | Approve a 5-day, Class B Beer permit with Outdoor Service for Hazelhasky LLC dba, Herb & Lou's, 105 N Downey St. for Hoover's Hometown Days 2022. |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|---------------------|--------------------------|
| PREPARED BY: | City Clerk, Leslie Brick |
|---------------------|--------------------------|

| | |
|--------------|---------------|
| DATE: | June 20, 2022 |
|--------------|---------------|

BACKGROUND:

Approve a Class B Beer (BB) with Outdoor Service for Hazelhasky LLC, dba Herb & Lou's for Hoover's Hometown Days 2022:

Saturday, August 6, 2022 during street closure time.

X30

107

133

N Downey St



Herb N' Lou's Pizza

123

121

119

117

115

Springdale Agency



101

113

X30

N Downey St



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA ITEM: Approve a 5-day, Class B Beer permit with Outdoor Service for The Down Under, 102 W. Main St. for Hoover's Hometown Days 2022. |
|----------------------------------------------------------------------------------------------------------------------------------------------------|

| |
|----------------------------------------------|
| PREPARED BY: City Clerk, Leslie Brick |
|----------------------------------------------|

| |
|----------------------------|
| DATE: June 20, 2022 |
|----------------------------|

BACKGROUND:

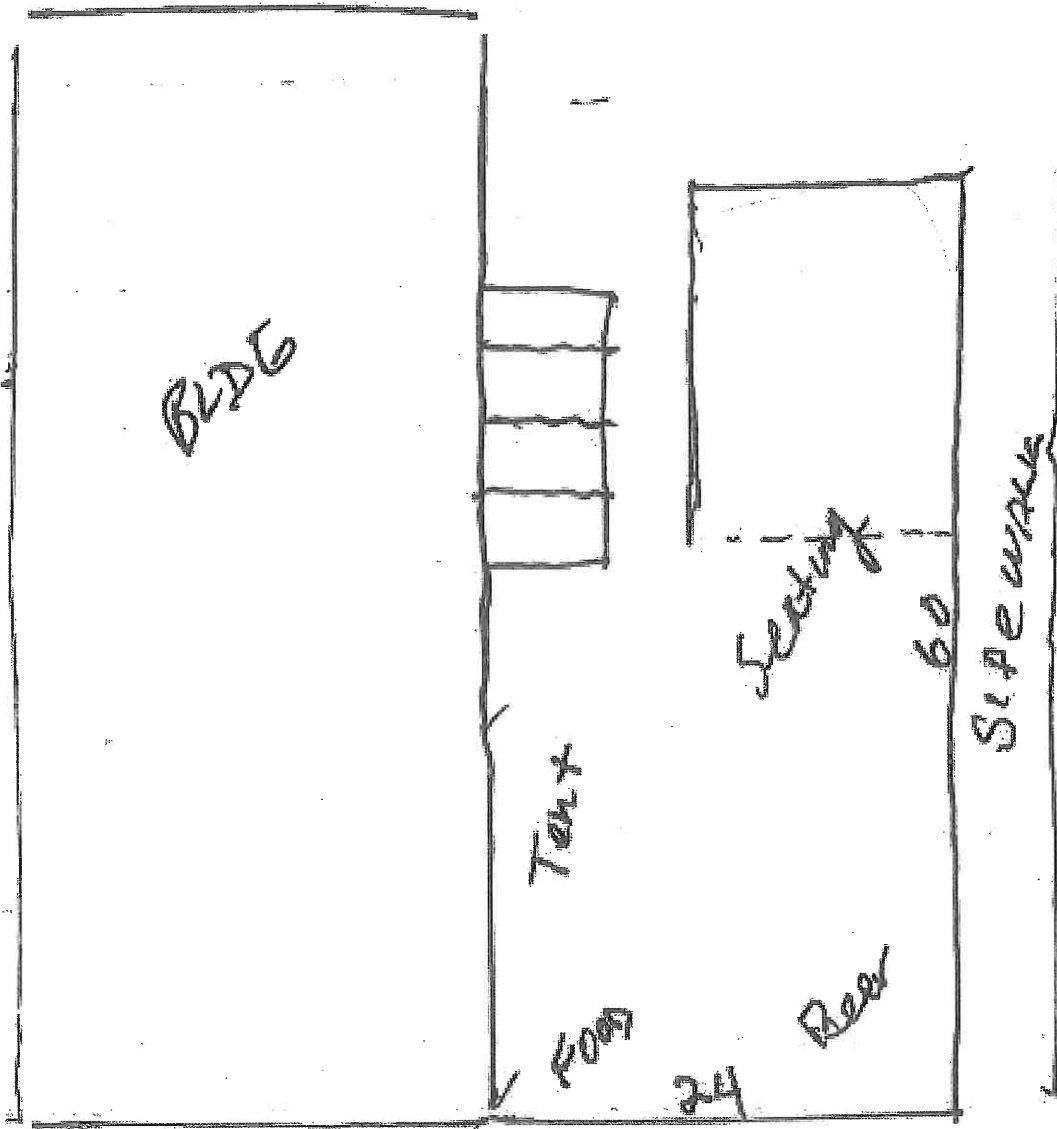
Approve a Class B Beer (BB) with Outdoor Service for The Down Under for Hoover's Hometown Days 2022:

Friday, August 5, 2022 and Saturday, August 6, 2022 during regular business hours.

HHTD 2022

Beer - Food -

Friday 3:00 p.m. - 11:00 p.m.
Saturday 11:00 a.m. - 11:00 p.m.



Is Electrical AVAILABLE?



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA ITEM: Approve a cigarette permit with Rashika LLC dba Jack & Jill, 115 E Main St., West Branch, Iowa – effective 7/15/2022 |
|------------------------------------------------------------------------------------------------------------------------------------------|

| |
|----------------------------------------------|
| PREPARED BY: City Clerk, Leslie Brick |
|----------------------------------------------|

| |
|----------------------------|
| DATE: June 29, 2022 |
|----------------------------|

BACKGROUND:

- Jack & Jill is being sold again effective 7/15/2022. This permit will be effective from July 15, 2022 through June 30, 2023.



Iowa Department of Revenue
https://tax.iowa.gov

Iowa Retail Permit Application For
Cigarette/Tobacco/Nicotine/Vapor

SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 06/30/2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Jack & Jill store dba Rashika LLC
Physical Location Address: 115 E. Main St City: West Branch ZIP: 52358
Mailing Address: 2559 Canterbury City: Muscatine State: IA ZIP: 52761
Business Phone Number: (314) 495-4709

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Rashika LLC
Mailing Address: 2559 Canterbury City: Muscatine State: IA ZIP: 52761
Phone Number: (314) 495-4709 Fax Number: () Email: _____

Retail Information:

Types of Sales: Over-the-counter Vending machine

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Rajan Bhatta Name (please print): _____
Signature: Rajan Signature: _____
Date: 05/24/2022 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: 09WB F423
- Fill in the name of the city or county issuing the permit: West Branch - Cedar

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: apledge@iowaabd.com
- Fax: 515-281-7375



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA ITEM: | Approve a Class E Liquor License, Class B Native Wine, Class C Beer with Sunday Sales with Rashika LLC dba Jack & Jill, 115 E Main St., West Branch, Iowa – effective 7/15/2022 |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|---------------------|--------------------------|
| PREPARED BY: | City Clerk, Leslie Brick |
|---------------------|--------------------------|

| | |
|--------------|---------------|
| DATE: | June 29, 2022 |
|--------------|---------------|

BACKGROUND:

- Jack & Jill is being sold again with a tentative closing date of July 15, 2022. The liquor license will go in effect upon the closing date.



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA ITEM: | Approve destruction of certain records with Shred-it Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities. |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|---------------------|--------------------------|
| PREPARED BY: | City Clerk, Leslie Brick |
|---------------------|--------------------------|

| | |
|--------------|---------------|
| DATE: | June 20, 2022 |
|--------------|---------------|

BACKGROUND:

Per the Iowa League of Cities Record Retention Manual for Iowa Cities, the City of West Branch adopted their standards for records retention. See Records Destruction Form (attached) for documents intended to be destroyed as they have surpassed their legal or administrative value.

**City of West Branch
RECORDS DESTRUCTION FORM**

Page 1 of 1

CAUTION: A state record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. Any record subject to federal audit must be retained until the expiration of the audit period or the period specified in the City of West Branch Records Retention manual, whichever is later.

| | | |
|------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Departmental Destruction | | <input checked="" type="checkbox"/> I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Records Retention Schedule and that all audit and administrative requirements have been satisfied. <input checked="" type="checkbox"/> I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and all administrative requirements have been satisfied. |
| Date of Records Destruction: July 5, 2022 | | |
| Department Name: Administration | | |
| Destruction Method: Shredding _____ Discard _____ Outside Vendor <u> x </u> | | |
| Destruction Witness: City Clerk Leslie Brick | | |

| Description of Records The contents of each box should be listed separately | Inclusive Dates | Retention Period | Record Type |
|--------------------------------------------------------------------------------|-----------------|------------------|----------------|
| FY15 -Clerk/Treasurer Monthly Reports | 7/1/14-6/30/15 | 5 years | Financial |
| FY16 – Clerk/Treasurer Monthly Reports | 7/1/15-6/30/16 | 5 years | Financial |
| FY17 – Clerk/Treasurer Monthly Reports | 7/1/16-6/30/17 | 5 years | Financial |
| FY16 – Tax Receipts | 7/1/15-6/30/16 | 5 years | Financial |
| FY17 – Accounts Payable | 7/1/16-6/30/17 | 5 years | Financial |
| FY12 – Journal Entries | 7/1/11-6/30/12 | 10 years | Financial |
| 2014 – 1099’s | 1/1/14-12/31/14 | 5 years | Payroll |
| 2015 – 1099’s | 1/1/15-12/31/15 | 5 years | Payroll |
| 2016 – 1099’s | 1/1/16-12/31/16 | 5 years | Payroll |
| 2016 – W2’s, IPERS, 941, State Withholding | 1/1/16-12/31/16 | 5 years | Payroll |
| FY17 – Utility Billing Records | 7/1/16-6/30/17 | 5 years | Administrative |
| FY16 – Receipt Books | 7/1/15-6/30/16 | 5 years | Administrative |
| FY17 – Receipt Books | 7/1/16-6/30/17 | 5 years | Administrative |
| Liquor Licenses | 2016 – 2021 | 5 years | Administrative |



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|----------------------------|
| AGENDA ITEM: Claims |
|----------------------------|

| |
|-------------------------------------|
| PREPARED BY: Heidi Van Auken |
|-------------------------------------|

| |
|----------------------------|
| DATE: June 30, 2022 |
|----------------------------|

SUMMARY:

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

EXPENDITURES**7/5/2022**

| | | |
|---------------------------|----------------------------------|------------------|
| ARSL | CONFERENCE REGISTRATION | 550.00 |
| EAST CENT INTERGOVT ASN. | DUES 7-1-22 TO 6-30-23 | 1,806.48 |
| IOWA LEAGUE OF CITIES | MEMBERSHIP DUES FY23 | 1,711.00 |
| IOWA ONE CALL | UTILITY LOCATION SERVICE | 102.60 |
| KOCH OFFICE GROUP | COPIER MAINTENANCE | 385.30 |
| LIBRARICA LLC | LICENSE RENEWAL | 328.20 |
| OLSON, KEVIN D | LEGAL SERVICES - JULY 2022 | 1,500.00 |
| PLASTIC RECYCLING OF IOWA | TABLES FOR PARKS | 4,674.40 |
| PREMIER PARTS TIPTON | SHOP SUPPLIES | 77.94 |
| SHIELD TECHNOLOGY CORP | SOFTWARE MAINTENANCE | 2,245.50 |
| TYLER TECHNOLOGIES | SOFTWARE MAINTENANCE FY23 | 10,908.65 |
| VEENSTRA & KIMM INC. | EAST SIDE WATER MAIN REPLACEMENT | 3,263.55 |
| ZACK MURDOCK | BUSINESS MEALS AND BATTERY | 179.40 |
| TOTAL | | 27,733.02 |

**PAYROLL-WAGES, TAXES,
EMPLOYEE BENEFITS****6/24/2022****70,093.90****PAID BETWEEN MEETINGS**

| | | |
|-----------------------------|-----------------------------|----------|
| BAKER & TAYLOR | BOOKS | 545.09 |
| BAYCOM INC | VEHICLE TABLET & KEYBOARD | 3,896.00 |
| CEDAR COUNTY COOPERATIVE | FUEL - PW | 1,218.57 |
| CITY OF SOLON | TOURNAMENT FEES | 100.00 |
| D&R PEST CONTROL | PEST CONTROL - LIBRARY | 70.00 |
| DUBUQUE COUNTY HISTORICAL | MUSEUM TOUR FEES | 119.45 |
| DURANT YOUTH BALL | MAJORS SOFTBALL FEE | 50.00 |
| HY-VEE | CONCESSION SUPPLIES | 3,213.11 |
| IMPACT 7G INC | WIDENING WAPSI CREEK | 5,508.00 |
| JOHN DEER FINANCIAL | SUPPLIES | 193.90 |
| LIBERTY COMMUNICATIONS | TELEPHONE SERVICE | 1,563.91 |
| LIBERTY DOORS INC | PARK RESTROOM DOORS | 1,386.00 |
| MEDIACOM | CABLE SERVICE | 41.90 |
| PITNEY BOWES | POSTAGE METER RENTAL - CITY | 180.00 |
| PITNEY BOWES PURCHASE POWER | REPLENISH POSTAGE - CITY | 500.00 |
| QUILL CORP | OFFICE SUPPLIES | 110.69 |
| VERIZON WIRELESS | VERIZON WIRELESS | 402.48 |
| WILTON PARENTS FOR YOUTH | SOFTBALL TEAM REGISTRATION | 50.00 |
| AMAZON.COM | BASE ANCHOR FOUNDATION SET | 170.95 |
| BAKER & TAYLOR | BOOKS | 154.24 |
| CITY OF INWOOD | LOST BOOK REPLACEMENT FEE | 15.68 |
| COOK APPRAISAL LLC | GASKILL PROPERTY APPRAISAL | 1,000.00 |
| IOWA CITY PRESS-CITIZEN | SUBSCRIPTION | 227.02 |

| | | |
|---------------------------------|----------------------------------------|-------------------|
| LAW ENFORCEMENT SYSTEMS | ABANDONED VEHICLE LABELS | 105.00 |
| LORENZ, NANCY | BLDG INCENTIVE PAYMENT | 1,755.11 |
| MENARDS | BLDG MAINTENANCE SUPPLIES | 289.86 |
| QUILL CORP | OFFICE SUPPLIES | 51.78 |
| STATE INDUSTRIAL PRODUCTS | CHEMICALS | 236.00 |
| VEENSTRA & KIMM INC | VARIOUS PROJECTS | 14,568.55 |
| CROELL, INC | 1st ST WATER MAIN REPAIR | 549.58 |
| HAWKINS, INC | CHEMICALS | 1,035.20 |
| HI-LINE INC | SHOP SUPPLIES | 255.84 |
| IMPACT 7G INC | WIDENING WAPSI CREEK | 25,385.00 |
| KNOCHE, REBECCA | REIMBURSEMENT FOR SUPPLIES | 19.96 |
| MUNICIPAL SUPPLY INC | RADIO READS FOR METERS | 8,240.00 |
| PLUNKETT'S PEST CONTROL | PEST CONTROL - CITY & TOWN HALL | 98.98 |
| QC ANALYTICAL SERVICES | LAB ANALYSIS | 804.75 |
| SPAHN & ROSE LUMBER | MURAL SUPPLIES | 307.92 |
| SPEER FINANCIAL INC | CONSULTATION SEWER SRF LOAN | 4,000.00 |
| STATE HYGIENIC LAB | LAB ANALYSIS | 40.50 |
| THOMAS HEATING & AIR | FURNACE FILTERS - TOWN HALL | 209.00 |
| UMB BANK | BOND FEES 2013,2015,2016A, 2016B, 2017 | 1,250.00 |
| WAGeworks | EMPLOYEE FLEX PLAN | 34.43 |
| UNUM LIFE INSURANCE COMPANY | LIFE INSURANCE | 619.02 |
| WELLMARK | HEALTH INSURANCE | 16,769.80 |
| TOTAL | | 97,343.27 |
| GRAND TOTAL EXPENDITURES | | 195,170.19 |
| FUND TOTALS | | |
| 001 GENERAL FUND | | 65,154.04 |
| 022 CIVIC CENTER | | 303.52 |
| 031 LIBRARY | | 8712.67 |
| 110 ROAD USE TAX | | 8072.92 |
| 112 TRUST AND AGENCY | | 25872.66 |
| 226 BONDING | | 1250 |
| 321 WIDENING WAPSI CREEK | | 31893 |
| 324 WW TREATMENT FACILITY | | 15981 |
| 326 ROUNDABOUT MAIN/CEDAR | | 1990.55 |
| 600 WATER FUND | | 17,448.00 |
| 610 SEWER FUND | | 18457.4 |
| 950 BC/BS FLEXIBLE BENEFIT | | 34.43 |
| GRAND FUND TOTAL | | 195,170.19 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|-------------------|--------------|----------------------------------------------------------------------------------------------|----------------------------|----------|
| POLICE OPERATION | GENERAL FUND | SHIELD TECHNOLOGY CORPORATION ZACK MURDOCK | SHIELD TECHNOLOGY CORPORAT | 2,245.50 |
| | | | BUSINESS MEALS | 172.62 |
| | | | FOB BATTERY | 6.78 |
| | | | TOTAL: | 2,424.90 |
| PARK & RECREATION | GENERAL FUND | PLASTIC RECYCLING OF IOWA FALLS INC | TABLES FOR PARKS | 4,674.40 |
| | | | TOTAL: | 4,674.40 |
| CEMETERY | GENERAL FUND | TYLER TECHNOLOGIES | SOFTWARE SUBSCRIPTION FEE | 2,618.08 |
| | | | TOTAL: | 2,618.08 |
| CLERK & TREASURER | GENERAL FUND | EAST CENT INTERGOVT ASN. IOWA LEAGUE OF CITIES TYLER TECHNOLOGIES KOCH OFFICE GROUP | DUES 7-1-22 TO 6-30-23 | 1,806.48 |
| | | | MEMBERSHIP DUES FY23 | 1,711.00 |
| | | | SOFTWARE SUBSCRIPTION FEE | 4,908.89 |
| | | | COPIER MAINTENANCE | 385.30 |
| | | | TOTAL: | 8,811.67 |
| LEGAL SERVICES | GENERAL FUND | OLSON, KEVIN D | LEGAL SERVICES - JULY 2022 | 1,500.00 |
| | | | TOTAL: | 1,500.00 |
| LIBRARY | LIBRARY | LIBRARICA LLC ARSL | LICENSE RENEWAL | 328.20 |
| | | | CONFERENCE REGISTRATION | 275.00 |
| | | | CONFERENCE REGISTRATION | 275.00 |
| | | | TOTAL: | 878.20 |
| WATER OPERATING | WATER FUND | IOWA ONE CALL TYLER TECHNOLOGIES VEENSTRA & KIMM INC. | IOWA ONE CALL | 51.30 |
| | | | SOFTWARE SUBSCRIPTION FEE | 2,618.08 |
| | | | VEENSTRA & KIMM INC. | 3,263.55 |
| | | | TOTAL: | 5,932.93 |
| SEWER OPERATING | SEWER FUND | IOWA ONE CALL TYLER TECHNOLOGIES PREMIER PARTS TIPTON | IOWA ONE CALL | 51.30 |
| | | | SOFTWARE SUBSCRIPTION FEE | 763.60 |
| | | | SHOP SUPPLIES | 77.94 |
| | | | TOTAL: | 892.84 |

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

| | | |
|-------|--------------|-----------|
| 001 | GENERAL FUND | 20,029.05 |
| 031 | LIBRARY | 878.20 |
| 600 | WATER FUND | 5,932.93 |
| 610 | SEWER FUND | 892.84 |
| ----- | | |
| | GRAND TOTAL: | 27,733.02 |
| ----- | | |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|----------------------|--------------------|-------------------------------|----------------------------|-----------|
| POLICE OPERATION | GENERAL FUND | LAW ENFORCEMENT SYSTEMS INC | ABANDONED VEHICLE LABELS | 105.00 |
| | | | TOTAL: | 105.00 |
| PARK & RECREATION | GENERAL FUND | MENARDS | BLDG MAINTENANCE SUPPLIES | 6.69 |
| | | AMAZON.COM.CA., INC. | BASE ANCHOR FOUNDATION SET | 170.95 |
| | | | TOTAL: | 177.64 |
| ECONOMIC DEVELOPMENT | GENERAL FUND | LORENZ, NANCY R ZMEK OR JON S | BLDG INCENTIVE PAYMENT | 1,755.11 |
| | | | TOTAL: | 1,755.11 |
| COMMISSION | GENERAL FUND | VEENSTRA & KIMM INC. | LOT SITE PLAN REVIEW | 597.00 |
| | | | TOTAL: | 597.00 |
| LIBRARY | LIBRARY | QUILL CORP | OFFICE SUPPLIES | 51.78 |
| | | MENARDS | BLDG MAINTENANCE SUPPLIES | 283.17 |
| | | BAKER & TAYLOR INC. | BOOKS | 154.24 |
| | | IOWA CITY PRESS-CITIZEN | SUBSCRIPTION 7/1/22-6/30/2 | 227.02 |
| | | CITY OF INWOOD | LOST BOOK REPLACEMENT FEE | 15.68 |
| | | | TOTAL: | 731.89 |
| CAPITAL PROJECT | WIDENING WAPSI CRE | COOK APPRAISAL LLC | GASKILL PROPERTY APPRAISAL | 1,000.00 |
| | | | TOTAL: | 1,000.00 |
| CAPITAL PROJECT | WW TREATMT FAC IMP | VEENSTRA & KIMM INC. | WW TREATMENT FACILITY | 11,400.00 |
| | | | WW TREATMENT FACILITY | 581.00 |
| | | | TOTAL: | 11,981.00 |
| INVALID DEPARTMENT | ROUNDAABOUT MAIN & | VEENSTRA & KIMM INC. | HHH & CEDAR JOHNSON INTERS | 1,990.55 |
| | | | TOTAL: | 1,990.55 |
| SEWER OPERATING | SEWER FUND | STATE INDUSTRIAL PRODUCTS | CHEMICALS | 236.00 |
| | | | TOTAL: | 236.00 |

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

| | | |
|-------|----------------------------|-----------|
| 001 | GENERAL FUND | 2,634.75 |
| 031 | LIBRARY | 731.89 |
| 321 | WIDENING WAPSI CREEK @ BE | 1,000.00 |
| 324 | WW TREATMT FAC IMP 2021 | 11,981.00 |
| 326 | ROUNDAABOUT MAIN & CEDAR-J | 1,990.55 |
| 610 | SEWER FUND | 236.00 |
| ----- | | |
| | GRAND TOTAL: | 18,574.19 |
| ----- | | |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|--------------------|--------------|-----------------------------------|-----------------------------|------------------------|
| NON-DEPARTMENTAL | GENERAL FUND | IPERS | IPERS | 627.68 |
| | | | IPERS | 619.93 |
| | | | PROT IPERS | 628.00 |
| | | EFTPS | PROT IPERS | 686.21 |
| | | | FEDERAL WITHHOLDINGS | 4,457.84 |
| | | | SOCIAL SECURITY WITHHHOLDI | 1,846.12 |
| | | WELLMARK | MEDICARE WITHHOLDINGS | 431.72 |
| | | | DENTAL INSURANCE | 66.86 |
| | | | DENTAL INSURANCE | 31.20 |
| | | | HEALTH INSURANCE | 865.36 |
| | | | HEALTH INSURANCE | 236.00 |
| | | TREASURER STATE OF IOWA | STATE WITHHOLDING TAX | 712.82 |
| | | | STATE WITHHOLDING TAX | 1,252.35 |
| | | | TOTAL: | 12,462.09 |
| | | POLICE OPERATION | GENERAL FUND | LIBERTY COMMUNICATIONS |
| BAYCOM INC | 3,896.00 | | | |
| TOTAL: | 4,190.62 | | | |
| FIRE OPERATION | GENERAL FUND | VERIZON WIRELESS | WIRELESS SERVICE | 40.01 |
| | | | LIBERTY COMMUNICATIONS | 90.20 |
| | | TOTAL: | 130.21 | |
| PARK & RECREATION | GENERAL FUND | VERIZON WIRELESS | WIRELESS SERVICE | 41.43 |
| | | | LIBERTY DOORS INC | 1,386.00 |
| | | LIBERTY COMMUNICATIONS | 282.29 | |
| | | HY-VEE ACCOUNTS RECEIVABLE | 3,213.11 | |
| | | DUBUQUE COUNTY HISTORICAL SOCIETY | 119.45 | |
| | | DURANT YOUTH BALL | 50.00 | |
| | | TOTAL: | 5,092.28 | |
| CEMETERY | GENERAL FUND | JOHN DEERE FINANCIAL | SUPPLIES | 193.90 |
| | | | TOTAL: | 193.90 |
| CLERK & TREASURER | GENERAL FUND | QUILL CORP | OFFICE SUPPLIES | 110.69 |
| | | | PITNEY BOWES PURCHASE POWER | 166.66 |
| | | LIBERTY COMMUNICATIONS | 429.32 | |
| | | PITNEY BOWES INC | 180.00 | |
| | | TOTAL: | 886.67 | |
| LOCAL CABLE ACCESS | GENERAL FUND | LIBERTY COMMUNICATIONS | TELEPHONE SERVICE | 64.95 |
| | | | MEDIACOM | 41.90 |
| | | TOTAL: | 106.85 | |
| TOWN HALL | CIVIC CENTER | LIBERTY COMMUNICATIONS | TELEPHONE SERVICE | 45.03 |
| | | | TOTAL: | 45.03 |
| NON-DEPARTMENTAL | LIBRARY | IPERS | IPERS | 360.50 |
| | | | IPERS | 345.36 |
| | | EFTPS | FEDERAL WITHHOLDINGS | 587.86 |
| | | | SOCIAL SECURITY WITHHHOLDI | 386.21 |
| | | | MEDICARE WITHHOLDINGS | 90.32 |
| | | TREASURER STATE OF IOWA | STATE WITHHOLDING TAX | 202.13 |
| | | | STATE WITHHOLDING TAX | 228.90 |
| | | | TOTAL: | 2,201.28 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT | | |
|----------------------|------------------|----------------------------------------|----------------------------|------------------|------------------------|-------------------|
| LIBRARY | LIBRARY | BAKER & TAYLOR INC. | BOOKS | 275.57 | | |
| | | | BOOKS | 269.52 | | |
| | | D&R PEST CONTROL | PEST CONTROL - LIBRARY | 70.00 | | |
| | | LIBERTY COMMUNICATIONS | TELEPHONE SERVICE | 238.42 | | |
| | | | TOTAL: | 853.51 | | |
| NON-DEPARTMENTAL | ROAD USE TAX | IPERS | IPERS | 415.84 | | |
| | | | IPERS | 398.84 | | |
| | | EFTPS | FEDERAL WITHHOLDINGS | 565.05 | | |
| | | | SOCIAL SECURITY WITHHHOLDI | 399.49 | | |
| | | WELLMARK | MEDICARE WITHHOLDINGS | 93.43 | | |
| | | | DENTAL INSURANCE | 25.85 | | |
| | | | DENTAL INSURANCE | 25.85 | | |
| | | | HEALTH INSURANCE | 456.29 | | |
| | | TREASURER STATE OF IOWA | HEALTH INSURANCE | 456.29 | | |
| | | | STATE WITHHOLDING TAX | 226.10 | | |
| | | | STATE WITHHOLDING TAX | 245.50 | | |
| | | | TOTAL: | 3,308.53 | | |
| | | ROADS & STREETS | ROAD USE TAX | VERIZON WIRELESS | WIRELESS SERVICE | 107.02 |
| | | | | | LIBERTY COMMUNICATIONS | TELEPHONE SERVICE |
| | TOTAL: | | | 146.72 | | |
| POLICE OPERATIONS | TRUST AND AGENCY | IPERS | PROT IPERS | 941.50 | | |
| | | | PROT IPERS | 1,028.77 | | |
| | | EFTPS | SOCIAL SECURITY WITHHHOLDI | 1,109.19 | | |
| | | | MEDICARE WITHHOLDINGS | 259.40 | | |
| | | WELLMARK | HEALTH INSURANCE | 2,307.73 | | |
| | | | DENTAL INSURANCE | 95.00 | | |
| | | | LIFE INSURANCE | 45.75 | | |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | SHORT TERM DISABILITY | 55.78 | | |
| | | | LONG TERM DISABILITY | 33.05 | | |
| TOTAL: | 5,876.17 | | | | | |
| FIRE OPERATION | TRUST AND AGENCY | WELLMARK | WELLMARK | 2,198.90 | | |
| | | | TOTAL: | 2,198.90 | | |
| BUILDING INSPECTIONS | TRUST AND AGENCY | IPERS | IPERS | 104.99 | | |
| | | | IPERS | 79.65 | | |
| | | EFTPS | SOCIAL SECURITY WITHHHOLDI | 52.31 | | |
| | | | MEDICARE WITHHOLDINGS | 12.23 | | |
| | | | TOTAL: | 249.18 | | |
| ROADS & STREETS | TRUST AND AGENCY | IPERS | IPERS | 624.09 | | |
| | | | IPERS | 598.58 | | |
| | | EFTPS | SOCIAL SECURITY WITHHHOLDI | 404.34 | | |
| | | | MEDICARE WITHHOLDINGS | 94.57 | | |
| | | WELLMARK | HEALTH INSURANCE | 2,297.23 | | |
| | | | DENTAL INSURANCE | 121.44 | | |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LIFE INSURANCE | 47.29 | | |
| | | | SHORT TERM DISABILITY | 45.73 | | |
| | | | LONG TERM DISABILITY | 27.20 | | |
| | | | KOBER JUNE ADJUSTMENT | 0.49- | | |
| | TOTAL: | 4,259.98 | | | | |
| LIBRARY | TRUST AND AGENCY | IPERS | IPERS | 541.03 | | |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|--------------------|--------------------|----------------------------------------|----------------------------|----------|
| | | | IPERS | 518.30 |
| | | EFTPS | SOCIAL SECURITY WITHHHOLDI | 386.21 |
| | | | MEDICARE WITHHOLDINGS | 90.32 |
| | | WELLMARK | HEALTH INSURANCE | 839.19 |
| | | | DENTAL INSURANCE | 29.66 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LIFE INSURANCE | 41.17 |
| | | | SHORT TERM DISABILITY | 37.05 |
| | | | LONG TERM DISABILITY | 21.94 |
| | | | TOTAL: | 2,504.87 |
| PARK & RECREATION | TRUST AND AGENCY | IPERS | IPERS | 350.14 |
| | | | IPERS | 396.10 |
| | | EFTPS | SOCIAL SECURITY WITHHHOLDI | 355.18 |
| | | | MEDICARE WITHHOLDINGS | 83.04 |
| | | WELLMARK | HEALTH INSURANCE | 1,132.90 |
| | | | DENTAL INSURANCE | 79.89 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LIFE INSURANCE | 19.82 |
| | | | SHORT TERM DISABILITY | 20.13 |
| | | | LONG TERM DISABILITY | 11.92 |
| | | | TOTAL: | 2,449.12 |
| CEMETERY | TRUST AND AGENCY | IPERS | IPERS | 125.98 |
| | | | IPERS | 127.33 |
| | | EFTPS | SOCIAL SECURITY WITHHHOLDI | 100.72 |
| | | | MEDICARE WITHHOLDINGS | 23.55 |
| | | WELLMARK | HEALTH INSURANCE | 451.06 |
| | | | DENTAL INSURANCE | 20.79 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LIFE INSURANCE | 9.15 |
| | | | SHORT TERM DISABILITY | 9.86 |
| | | | LONG TERM DISABILITY | 5.89 |
| | | | TOTAL: | 874.33 |
| MAYOR AND COUNCIL | TRUST AND AGENCY | IPERS | IPERS | 41.08 |
| | | | TOTAL: | 41.08 |
| CLERK & TREASURER | TRUST AND AGENCY | IPERS | IPERS | 246.72 |
| | | | IPERS | 255.36 |
| | | EFTPS | SOCIAL SECURITY WITHHHOLDI | 168.57 |
| | | | MEDICARE WITHHOLDINGS | 39.42 |
| | | WELLMARK | HEALTH INSURANCE | 776.24 |
| | | | DENTAL INSURANCE | 31.46 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LIFE INSURANCE | 16.78 |
| | | | SHORT TERM DISABILITY | 19.71 |
| | | | LONG TERM DISABILITY | 11.96 |
| | | | TOTAL: | 1,566.22 |
| LOCAL CABLE ACCESS | TRUST AND AGENCY | IPERS | IPERS | 73.10 |
| | | | IPERS | 71.94 |
| | | EFTPS | SOCIAL SECURITY WITHHHOLDI | 55.33 |
| | | | MEDICARE WITHHOLDINGS | 12.94 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LIFE INSURANCE | 4.58 |
| | | | SHORT TERM DISABILITY | 5.09 |
| | | | LONG TERM DISABILITY | 3.01 |
| | | | TOTAL: | 225.99 |
| CAPITAL PROJECT | WIDENING WAPSI CRE | IMPACT7G INC | WIDENING WAPSI CREEK | 5,508.00 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|------------------|------------|----------------------------------------|----------------------------|----------|
| | | | TOTAL: | 5,508.00 |
| NON-DEPARTMENTAL | WATER FUND | IPERS | IPERS | 251.40 |
| | | | IPERS | 251.75 |
| | | EFTPS | FEDERAL WITHHOLDINGS | 304.52 |
| | | | SOCIAL SECURITY WITHHHOLDI | 231.54 |
| | | | MEDICARE WITHHOLDINGS | 54.15 |
| | | WELLMARK | DENTAL INSURANCE | 20.51 |
| | | | DENTAL INSURANCE | 20.51 |
| | | | HEALTH INSURANCE | 361.89 |
| | | | HEALTH INSURANCE | 361.89 |
| | | TREASURER STATE OF IOWA | STATE WITHHOLDING TAX | 133.95 |
| | | | STATE WITHHOLDING TAX | 144.60 |
| | | | TOTAL: | 2,136.71 |
| WATER OPERATING | WATER FUND | IPERS | IPERS | 377.31 |
| | | | IPERS | 377.82 |
| | | EFTPS | SOCIAL SECURITY WITHHHOLDI | 231.54 |
| | | | MEDICARE WITHHOLDINGS | 54.15 |
| | | WELLMARK | HEALTH INSURANCE | 1,814.70 |
| | | | DENTAL INSURANCE | 82.56 |
| | | VERIZON WIRELESS | WIRELESS SERVICE | 107.01 |
| | | PITNEY BOWES PURCHASE POWER | REPLENISH POSTAGE | 166.67 |
| | | LIBERTY COMMUNICATIONS | TELEPHONE SERVICE | 39.69 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LIFE INSURANCE | 25.94 |
| | | | SHORT TERM DISABILITY | 29.65 |
| | | | LONG TERM DISABILITY | 17.81 |
| | | | TOTAL: | 3,324.85 |
| NON-DEPARTMENTAL | SEWER FUND | IPERS | IPERS | 187.61 |
| | | | IPERS | 187.96 |
| | | EFTPS | FEDERAL WITHHOLDINGS | 220.91 |
| | | | SOCIAL SECURITY WITHHHOLDI | 179.93 |
| | | | MEDICARE WITHHOLDINGS | 42.08 |
| | | WELLMARK | DENTAL INSURANCE | 11.59 |
| | | | DENTAL INSURANCE | 11.59 |
| | | | HEALTH INSURANCE | 204.54 |
| | | | HEALTH INSURANCE | 204.54 |
| | | TREASURER STATE OF IOWA | STATE WITHHOLDING TAX | 106.00 |
| | | | STATE WITHHOLDING TAX | 116.65 |
| | | | TOTAL: | 1,473.40 |
| SEWER OPERATING | SEWER FUND | IPERS | IPERS | 281.58 |
| | | | IPERS | 282.09 |
| | | EFTPS | SOCIAL SECURITY WITHHHOLDI | 179.90 |
| | | | MEDICARE WITHHOLDINGS | 42.08 |
| | | WELLMARK | HEALTH INSURANCE | 1,080.41 |
| | | | DENTAL INSURANCE | 49.88 |
| | | CEDAR COUNTY COOPERATIVE | FUEL - PW | 1,218.57 |
| | | VERIZON WIRELESS | WIRELESS SERVICE | 107.01 |
| | | PITNEY BOWES PURCHASE POWER | REPLENISH POSTAGE | 166.67 |
| | | LIBERTY COMMUNICATIONS | TELEPHONE SERVICE | 39.69 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LIFE INSURANCE | 18.27 |
| | | | SHORT TERM DISABILITY | 21.81 |
| | | | LONG TERM DISABILITY | 13.17 |
| | | | TOTAL: | 3,501.13 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|------------|------|-------------|-------------|--------|
|------------|------|-------------|-------------|--------|

```

===== FUND TOTALS =====
001 GENERAL FUND                23,062.62
022 CIVIC CENTER                  45.03
031 LIBRARY                       3,054.79
110 ROAD USE TAX                 3,455.25
112 TRUST AND AGENCY            20,245.84
321 WIDENING WAPSI CREEK @ BE    5,508.00
600 WATER FUND                   5,461.56
610 SEWER FUND                   4,974.53
-----
                                GRAND TOTAL: 65,807.62
-----

```

TOTAL PAGES: 5

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|-------------------|--------------------|------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------|
| ROADS AND STREETS | GENERAL FUND | SPAHN & ROSE LUMBER CO. | MURAL SUPPLIES | 307.92 |
| | | | TOTAL: | 307.92 |
| PARK & RECREATION | GENERAL FUND | FENNER, COLEMAN WYATT FIDERLEIN | UMPIRE - 3 GAMES UMPIRE - 2 GAMES | 150.00 60.00 |
| | | | TOTAL: | 210.00 |
| CLERK & TREASURER | GENERAL FUND | PLUNKETT'S PEST CONTROL INC | PEST CONTROL-CITY OFFICE | 49.49 |
| | | | TOTAL: | 49.49 |
| TOWN HALL | CIVIC CENTER | THOMAS HEATING & AIR LLC PLUNKETT'S PEST CONTROL INC | FURNACE FILTERS - TOWN HAL PEST CONTROL-TOWN HALL | 209.00 49.49 |
| | | | TOTAL: | 258.49 |
| LIBRARY | LIBRARY | KNOCHE, REBECCA | ICE FOR SNOW CONES | 19.96 |
| | | | TOTAL: | 19.96 |
| CAPITAL PROJECT | WIDENING WAPSI CRE | IMPACT7G INC | WIDENING WAPSI CREEK | 25,385.00 |
| | | | TOTAL: | 25,385.00 |
| CAPITAL PROJECT | WW TREATMT FAC IMP | SPEER FINANCIAL INC | CONSULTATION SEWER SRF LOA | 4,000.00 |
| | | | TOTAL: | 4,000.00 |
| WATER OPERATING | WATER FUND | STATE HYGIENIC LAB HAWKINS INC CROELL, INC. | LAB ANALYSIS CHEMICALS 1ST ST WATER MAIN REPAIR | 40.50 1,035.20 549.58 |
| | | | TOTAL: | 1,625.28 |
| SEWER OPERATING | SEWER FUND | MUNICIPAL SUPPLY INC. QC ANALYTICAL SERVICES LLC HI-LINE INC | RADIO READS FOR METERS METERS LAN ANALYSIS SHOP SUPPLIES | 3,888.00 4,352.00 804.75 255.84 |
| | | | TOTAL: | 9,300.59 |

```

===== FUND TOTALS =====
001 GENERAL FUND                567.41
022 CIVIC CENTER                 258.49
031 LIBRARY                      19.96
321 WIDENING WAPSI CREEK @ BE    25,385.00
324 WW TREATMT FAC IMP 2021      4,000.00
600 WATER FUND                   1,625.28
610 SEWER FUND                   9,300.59
-----
GRAND TOTAL:                    41,156.73
-----

```



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|--------------------------------------------------------------------------------------------|
| AGENDA ITEM: Third Reading Ordinance 794 -Amending Chapter 69 “Parking Regulations” |
|--------------------------------------------------------------------------------------------|

| |
|----------------------------------------------------|
| PREPARED BY: John K. Hanna, Chief of Police |
|----------------------------------------------------|

| |
|----------------------------|
| DATE: June 24, 2022 |
|----------------------------|

BACKGROUND:

With the addition of residential housing along Cedar Johnson RD, as well as the topography of the area creates sight distance issues, I recommend the following amendment to the Code of Ordinance of the City of West Branch.

Recommend a No Parking Zone, be established on both sides of Cedar Johnson Rd from its intersection with W. Main St. to the northern City limit.

ORDINANCE 794

**AN ORDINANCE AMENDING TITLE "TRAFFIC AND VEHICLES" CHAPTER 69
"PARKING REGULATIONS".**

WHEREAS, the City of West Branch, Iowa has jurisdiction to establish Parking Regulations within the corporate limits of the City of West Branch; and

WHEREAS, No Parking Zones shall mean, to stop, stand, or parking of a vehicle in any of the following designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to pass legislation regulating the no parking zones within the City.

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

Section 1: Amendment. The Code of Ordinances is hereby amended by the City Council of West Branch, Iowa by adding the following new subsections to Title, "TRAFFIC AND VEHICLES", Chapter 69, "PARKING REGULATIONS", Section 69.08, NO PARKING ZONES.

(Insert after current subsection)

xx. Both sides of Cedar-Johnson Road from its intersection with West Main Street to the northern City limit.

Re-number all remaining subsections after these changes.

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

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

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

Passed and approved this 5th day of July, 2022

First Reading: June 6, 2022
Second Reading: June 20, 2022
Third Reading: July 5, 2022

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA ITEM: Third Reading Ordinance 795 – Establishing a Tree Commission for the City of West Branch, Iowa, Chapter 28 – Tree Commission. /Move to action. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| |
|-----------------------------------------------------|
| PREPARED BY: City Administrator, Adam Kofoed |
|-----------------------------------------------------|

| |
|----------------------------|
| DATE: June 14, 2022 |
|----------------------------|

BACKGROUND:

There have been a few residents in discussion with our Public Works Director wishing to start a tree seedling program, if a program were to be successful with our limited staffing, we need accountability which is the purpose of establishing a tree commission. The goals of the ordinance are listed below:

1. Are directly responsible for maintaining seedling trees we may get at no or low cost from Trees Forever program. City just responsible for ensuring they have access to proper equipment and are trained to use equipment.
2. Become the final appeals board for determining if a ROW tree should be removed/planted. Those decisions should not solely rely on the Public Works Director and appeals should not go to council as they will become more burdensome as more trees get planted in the right of way.
3. Help establish tree guidelines and species.
4. Make recommendations to Planning and Zoning, zoning changes, in regards to trees or possibly other vegetation.
5. Establish the ability to charge for tree services. Not looking to charge but may be a good idea to consider if people request new trees in ROW. (Attorney needs to verify)

ORDINANCE 795

AN ORDINANCE ESTABLISHING A TREE COMMISSION FOR THE CITY OF WEST BRANCH, IOWA.

WHEREAS, the City Council of the City of West Branch has heretofore determined that is would be desirable to establish a Tree Commission for the City.

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. The Code of Ordinances of the City of West Branch, Iowa, are hereby amended by adding and establishing Chapter 28 entitled “Tree Commission,” which reads as outlined on Exhibit “A” attached hereto.
2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.
3. Adjudication. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved this 5th day of July, 2022.

First reading: June 6, 2022
Second reading: June 20, 2022
Third Reading: July 5, 2022

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

CHAPTER 28

TREE COMMISSION

| | |
|------------------------------------------------------------------|---------------------------------|
| 28.01 Definitions | 28.05 Trees on Public Property |
| 28.02 Tree Board | 28.06 Trees on Private Property |
| 28.03 City Forester | 28.07 Enforcement |
| 28.04 Arboricultural Specifications and Standards of Practice | |

28.01 DEFINITIONS. For use in this chapter, the following terms are defined:

1. "City Arboricultural Specifications and Standards of Practice" means the document containing the detailed performance standards and specifications to be used in carrying out the provisions of this chapter.
2. "Contractor" means any person, business or organization who receives compensation for the performance of work done.
3. "Park" means all public parks having individual names and maintained by the City.
4. "Parking" means that part of the right-of-way in the City not covered by sidewalk, between the lot line and the curb line. On unpaved streets, it is that portion between the lot line and portion usually traveled by vehicular traffic.
5. "Private tree" means any and all trees growing on private property.
6. "Property owner" means a person owning private property in the City, as shown by the County Auditor's Plat of the City.
7. "Public property" means any and all property located within the confines of the City and owned by the City or held in the name of the City by any of the departments, commissions or agencies within the City government.
8. "Public tree" means any and all trees growing on public property including but not limited to street right-of-ways.
9. "Right-of-way" means a parcel of land intended to be occupied for streets, sidewalks, utilities and other public purposes.
10. "Shrubs" means woody vegetation usually growing with multiple stems and a height less than ten (10) feet.

11. "Street trees" means any and all trees growing on the parking including but not limited to street right-of-way.

12. "Topping" means heading, stubbing, rounding, tipping, or "dehoming," which means the drastic removal of large branches, severely cutting back limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

13. "Trees" mean woody vegetation usually growing with a single stem and a height over 10 feet.

14. "Tree Board" means the duly established board responsible to study, investigate, counsel and develop a written plan for the care, preservation, trimming, planting, replanting, removal or disposition of trees and shrubs within the City.

28.02 TREE BOARD.

1. Establishment. There is established a five-member Tree Board. The Board shall be appointed by the Mayor and confirmed by the City Council. The Mayor in appointing the initial Board shall appoint three members to four-year terms and two members to three-year terms. After the initial appointments, all subsequent appointments shall be for four years. The Board shall determine its officers, bylaws, and meeting schedule.

2. Duties. The Tree Board shall have the following duties:

A. Study, investigate, counsel, develop, update annually, and administer a written plan for carrying out the purposes of this chapter.

B. Present their plan to the Council. Upon the Council's acceptance and approval of the plan, the plan shall constitute the official tree plan for the City.

C. The Tree Board may draft and recommend to the Planning and Zoning Commission amendments to the Zoning Ordinance, Subdivision Ordinance and other chapters of this Code of Ordinances, so as to require additional planting of street trees and/or privately-owned trees, or both, in association with property development or redevelopment in the City.

D. The Tree Board may draft and recommend to the City Administrator changes to staff procedures, so as to make them consistent with the intent of this chapter. These procedures may include, but are not limited to, tree trimming and excavation procedures of the City.

E. The Tree Board shall act as the final step in an appeal

process regarding disputes between the City Forester and citizens.

3. Responsibilities. The Tree Board shall:
 - A. File with the Clerk for public inspection copies of the minutes and other action taken by the Tree Board within fourteen (14) days of the date on which the action was taken.
 - B. Utilize the central staff and auxiliary services of the City administration and refrain from duplicating them or from establishing incompatible procedures.
 - C. Maintain newly planted seedling trees as required for tree grants. City is responsible for assisting the commissions find the right equipment and utilities for a successful program but should be the commissions responsibility to maintain.

28.03 CITY FORESTER.

1. Establishment. There is established the position of City Forester, who shall be the Director of the West Branch Public Works Department or designee.
2. Authority. The City Forester shall have the authority and jurisdiction of regulating and planting, maintenance, and removal of trees on publicly owned property to ensure safety or preserve or enhance the aesthetics of these public sites. The City Forester shall have the authority to supervise, inspect, or both, all work done under a permit issued in accordance with terms of this chapter. The City Forester shall have the authority to formulate and publish a master tree plan with the advice, hearing, and approval of the Tree Board. The City Forester has the general authority to do all of the following:
 - A. Direct, manage, supervise and control the planting, removal, maintenance and protection of all trees and shrubs on public areas;
 - B. Guard all trees and shrubs within the City to prevent the spread of disease or pests;
 - C. Eliminate dangerous tree and shrub conditions within the City that may affect the life, health or safety of persons or property.

28.04 ARBORICULTURAL SPECIFICATIONS AND STANDARDS OF PRACTICE.

1. Establishment. There is hereby established an Arboricultural Specifications and Standards of Practice document of and for the City. This document shall include but shall not be limited to species of street trees allowed and banned; the spacing between street trees and distances

from fixed objects; proximity of street trees to utility lines; and topping.

2. Authority. The performance standards and specifications contained within the City Arboricultural Specifications and Standards of Practice shall be considered a part of this chapter and made subject to all its provisions.

28.05 TREES ON PUBLIC PROPERTY.

1. **Conditions Under Which Trees Allowed.** From and after July 1, 2022, no person, except City personnel, agents for City purposes, or authorized tree permit holders shall plant any tree or shrub upon any City owned property, including property dedicated or used for right-of-way purposes. Only trees from the City of West Branch Approved Street Trees List may be planted in the public right-of-way.

2. Insurance. The City Forester shall have the authority to require any permit holder to show adequate insurance coverage to cover potential damages that occur during the execution of the work. In the case of the property owner doing the work, proof of homeowner personal liability insurance may be required. If the property owner has hired another person or contractor to do the work, the contractor shall provide the City with a certificate of insurance. The certificates shall show the following minimum required limits of coverage of Commercial General Liability Insurance with limits of not less than \$500,000 per occurrence and Worker's Compensation insurance coverage at statutory limits on any and all employees.

3. Public Utilities. A public utility may be issued a permit to treat, trim or remove any tree or shrub on any street or other public place. The work shall be limited to the actual necessities of the service of the company in the area specified on the permit. This work shall be done in accordance with the Arboricultural Specifications and Standards of Practice as established for the City. The City Forester may assign an inspector to supervise the provisions of the permit. The cost of the service shall be charged to the public utility. In the event severe weather has caused a tree to damage utility lines, the utility company, the City, or their agents may trim or remove trees necessary to repair the damaged utility lines without first obtaining a permit. A permit should be obtained before any additional trimming not required for repair of the utility line is done.

4. Maintenance. The maintenance of all street trees or shrubs shall be the responsibility of the City Forester, except for new grant tree seedlings which shall be the responsibility of the Tree Board. Street trees may be trimmed and maintained to allow free passage of pedestrians and vehicular travel and so they will not obstruct or shade streetlights, traffic lights, signs or any traffic control devices or the view of any street intersection. Such

detailed information is contained in the City's Arboricultural Specifications and Standards of Practice. If in the opinion of the City Forester trimming of a street tree is necessary, the adjacent property owner shall be notified and, in the event, the adjacent property owner disagrees with the Forester's decision, an appeal may be filed. Whenever the City Forester is notified or becomes aware of a dead or broken branch or limb in any street tree or a dead street tree which is in imminent danger of falling and thereby injuring any individual or causing property damage, the offending branch, limb or tree shall be considered a hazard and may be removed. Subsequent trimming of the tree which contained the dead or broken branch or limb should occur after notification of the adjacent property owner.

5. Removal. If in the opinion of the City Forester removal of a street tree becomes necessary, the adjacent property owner shall be notified. In the event the adjacent property owner requests the removal of a street tree or shrub, and the City Forester does not consider the removal necessary, the property owner may appeal the City Forester's decision to the Tree Board.

6. Traffic Control. In the event the planting, maintenance or removal of any tree requires equipment or material to be located on or fall onto the street right-of-way, the permit holder shall provide for traffic control. All traffic control shall conform to the requirements and specifications of the current edition the Manual of Uniform Traffic Control Devices (MUTCD). In all cases the disruption of smooth traffic flow shall be kept to a minimum. Additional warning devices or precautionary measures may be necessary to control pedestrian traffic.

7. Protection. No person shall intentionally damage, cut, carve, attach any rope, wire, nails, advertising posters or other contrivance to any street tree; allow any gaseous, liquid, chemical or solid substance harmful to such trees to come in contact with them, or set fire or permit fire to burn when such fire or the heat will injure any portion of any tree.

8. Permits. The City Forester may issue a permit for the planting of a tree in the public right-of-way when: (i) The proper permit fee has been paid in full to the City; (ii) The proposed site has been reviewed and approved by the City Forester; and (iii) Species and planting technique have been reviewed and found to meet City standards.

9. Establishment of Fees. The City Council shall adopt by resolution a permit fee for the issuance of a tree permit. Said fees may be amended by resolution at the discretion of the City Council.

10. The Tree Board of the City shall adopt a City of West Branch Approved Street Trees List by January 1, 2023.

11. Establishment of Urban Forest Utility. An urban forest utility is hereby established to provide for the collection and use of public tree

management fees, tree permit fees and other fees as applicable for use to maintain trees on City owned property and provide for the disposal or re-use of tree-related materials.

12. Public Tree Management Fees. The City Council shall, by resolution, set fees for the management of trees on City owned property. This includes the initial establishment of fees and subsequent changes to the fees as deemed necessary by the City Council.

28.06 TREES ON PRIVATE PROPERTY.

1. Maintenance. The property owner is responsible for the maintenance and care of any tree located on private property. Certain regulations apply to trees whose branches, limbs, roots, or other parts extend into or over the street right-of-way. The property owner is responsible for ensuring private trees are trimmed to sufficient height to allow free passage of pedestrians and vehicular travel and so they will not obstruct or shade streetlights, traffic lights, signs or any traffic control devices or the view of any street intersection. Detailed information is contained in the City's Arboricultural Specifications and Standards of Practice. If it becomes necessary to trim trees or shrubs on private property to comply with this chapter, the City Forester shall declare the tree or shrub a nuisance. Whenever the City Forester is notified or becomes aware of a dead or diseased tree or broken or dead branch or limb in any private tree which is in imminent danger of falling and thereby injuring any individual or causing property damage to adjacent property, the City Forester may declare the tree, branch, or limb a hazard and order the property owner to remove the hazard in an expedient manner. If the property owner fails to remove the hazard, the City Forester may cause the hazard to be removed. For purposes of removing the hazard, City crews or City agents shall be allowed on private property. Attempts should be made to notify the property owner before entering onto private property.

2. Traffic Control. In the event the planting, maintenance or removal of any private tree requires equipment or material to be located on or fall onto the street right-of-way, the homeowner or the homeowner's agent shall provide for traffic control. All traffic control shall conform to the requirements and specifications of the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). In all cases the disruption of smooth traffic flow shall be kept to a minimum. Additional warning devices or precautionary measures may be necessary to control pedestrian traffic.

28.07 ENFORCEMENT.

1. Appeals. Any person who receives an order from the City Forester and objects to all or part of the order may, within ten days of the receipt of the order, notify the City Forester and City Tree Board in writing of the nature of the objection and request a hearing on the order thereon. The hearing shall be held within 30 days of notice to the appellant. Within ten days the Chair of the Tree Board shall notify the appellant and City Forester of the final decision.
2. Interference. No person shall hinder, prevent, delay, or otherwise interfere with the City Forester or any assistants in the execution or enforcement of this chapter.
3. Violation. If, as a result of a violation of any provision of this chapter, the injury, mutilation or death of a tree, shrub or other plant located on City-owned property is caused, the cost of repair or replacement of the tree, shrub or other plant shall be borne by the party in violation. The value of shrubs shall be determined in accordance with the latest revision of *A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs and Evergreens* as published by the International Society of Arboriculture.
4. Penalties. Penalties should fall under the municipal infraction in the West Branch Code of Ordinances



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|-----------------------------------------------------------------------------------------------------|
| AGENDA ITEM: First Reading Ordinance 796 - Amending Chapter 55 Animal Protection and Control |
|-----------------------------------------------------------------------------------------------------|

| |
|----------------------------------------------------|
| PREPARED BY: John K. Hanna, Chief of Police |
|----------------------------------------------------|

| |
|----------------------------|
| DATE: June 23, 2022 |
|----------------------------|

BACKGROUND:

The Animal Control Commission has proposed several amendments to Chapter 55 of the Code of Ordinances. The changes add bite wound definitions, changes the wording of Level 3 and Level 4 classification of behavior. The proposed changes also provide an appeal process for the victim of a bite to appeal the classification of an animal and establishes the authority of the Animal Control Appeals Board.

Animal Control Ordinance Changes

55.01 Definitions:

11. Bite wound definitions

- **Pre-Bite:** The dog gets aggressive but only snaps or bites into the air—no contact with human skin.
- **Near Bite:** The dog's teeth come into contact with human skin, but the dog doesn't puncture the skin.
- **Shallow Puncture:** The dog punctures the skin, but only in the shallow layers of tissue.
- **Multiple Shallow Punctures:** The dog bites multiple times, but again, these are shallow.
- **Deep Puncture:** There are two types of bites: single and multiple. Both are serious and the bite is often severe.
- **Death:** If a dog kills or consumes a person's flesh, they have reached the highest bite level.

55.16 2. C.

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

55.16 2. D. (1)

An animal, whether or not confined, unprovoked or aggressively bites or causes wounds of deep puncture or greater; or

55.16 2. D. (2)

An animal, while at large, kills or causes wounds of deep puncture or greater to any domestic animal; or

55.16 3. B.

(second sentence) The owner of the animal, or offended party, may appeal the classification to the Animal Control Appeals Board within ten (10) days of the receipt of the classification order. Notification of the City shall be in writing and request a hearing on the order thereon. The hearing shall be held within (30) days of notice from the appellant. Within ten (10) days after the hearing the Animal Control Board shall notify the appellant and the City of the final decision. (omit the rest of the paragraph)

55.23 (or earlier if deemed proper)

The Animal Control Appeals 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 Appeals Board. The Appeals Board will have final say on a classification determination.



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA ITEM: Resolution 2022-69 - Authorizing the Chief of Police to enter into an agreement with Lexipol, LLC for Police Policy Management & Training. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|

| |
|----------------------------------------------------|
| PREPARED BY: John K. Hanna, Chief of Police |
|----------------------------------------------------|

| |
|---------------------------|
| DATE: June 7, 2022 |
|---------------------------|

BACKGROUND:

Police policy manuals should be reviewed at least annually, and updated as required due to changes in law, or judicial rulings. The West Branch Police Department Policy Manual is due for review.

Our policy manual also lacks several key policies that address industry standards and best practices. Lexipol is a company that provides policy content that is constantly up-to-date and will regularly issue those updates for implementation.

An agreement with Lexipol provides the Department with up-to-date policies, on going training when a policy is changed, and produces a much greater “end user” platform. It will migrate our existing paper policy manual into a digital version that is keyword searchable by an Officer in the field if a policy question was raised, they will instantly be able to review policy and procedures of the Department.

Further, having an agreement for policy management that is on-going is easier to budget than pop up expenses.

I am requesting that the council authorize me to enter into an agreement with Lexipol, since this project was not budgeted for, I am requesting authorization to spend funds from the PD Reserve to pay for the project this year. Future years will be planned and budgeted in the normal process. Along with this I can announce that the City has been awarded a \$1,000.00 grant from ICAP to assist with this project.

RESOLUTION 2022-69

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO AN AGREEMENT WITH LEXIPOL, LLC FOR POLICE POLICY MANAGEMENT & TRAINING

WHEREAS, the City of West Branch, Iowa desires to update their police policies and procedures to address industry standards and practices; and

WHEREAS, Lexipol, LLC has provided a proposal for these services that provide policy content that is constantly up to date and issues regular updates; and

WHEREAS, this proposal will also migrate the existing paper manual into a digital version that is key-word searchable for easy access to updated policies and procedures of the Department; and

WHEREAS, it is now necessary to approve said proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned proposal from Lexipol, LLC is hereby approved.

PASSED AND APPROVED this 5th day of July, 2022

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk



MASTER SERVICE AGREEMENT

Agency's Name: West Branch Police Department
Agency's Address: 105 S 2nd St POB 218
West Branch, Iowa 52358

Attention: Chief John Hanna

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

West Branch Police Department

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

| QTY | DESCRIPTION | UNIT PRICE | DISC | DISC AMT | EXTENDED |
|-----|-----------------------------------------------------------------------------|--------------|------|-------------------|---------------------|
| 1 | Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months) | USD 3,457.00 | 5% | USD 172.85 | USD 3,284.15 |
| | Subscription Line Items Total | | | USD 172.85 | USD 3,284.15 |
| | | | | USD 172.85 | USD 3,284.15 |
| | | | | Discount: | USD 172.85 |
| | | | | TOTAL: | USD 3,284.15 |

*Law Enforcement pricing is based on 4 Law Enforcement Sworn Officers.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Discount Notes

5% IPCA member annual subscription discount.

Exhibit B Terms and Conditions of Service

1. **Definitions.** For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 **"Agency"** means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 **"Agreement"** means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 **"Derivative Work(s)"** means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 **"Effective Date"** means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 **"Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 **"Service(s)"** means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 **"Subscription Materials"** means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. **Term.** The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. **Termination.**

3.1 **For Cause.** The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 **For Convenience.** The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. Effect of Expiration or Termination. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. Fees and Invoicing. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. Service-Specific Terms. The following sections apply to specific Lexipol Services:

6.1 Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 Learning. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally; Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked “confidential” or is of such a type that the confidentiality thereof is reasonably apparent (collectively, “Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party’s personnel or agents.

10. Warranty Disclaimer. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. Limitation of Liability. Lexipol’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. General Terms.

12.1 General Interpretation. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 Invalidity of Provisions. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

12.3 Waiver. Lexipol’s failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

- 1. Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
- 2. Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
- 3. Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.



SOLUTIONS PROPOSAL



PREPARED FOR:

West Branch Police Department
Chief John Hanna
john@westbranchiowa.org
(319) 643-2222

PREPARED BY:

Karen James
kjames@lexipol.com
(949) 325-1230

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training, mental health and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with West Branch Police Department to address your unique challenges.

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Proposal

Prepared By: Karen James
Phone: (949) 325-1230
Email: kjames@lexipol.com

Quote #: Q-36247-8
Date: 4/26/2022
Valid Through: 7/8/2022

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 8,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

| QTY | DESCRIPTION | UNIT PRICE | DISC | DISC AMT | EXTENDED |
|-----|-----------------------------------------------------------------------------|--------------|------|-------------------|---------------------|
| 1 | Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months) | USD 3,457.00 | 5% | USD 172.85 | USD 3,284.15 |
| | Subscription Line Items Total | | | USD 172.85 | USD 3,284.15 |
| | | | | USD 172.85 | USD 3,284.15 |
| | | | | Discount: | USD 172.85 |
| | | | | TOTAL: | USD 3,284.15 |

*Law Enforcement pricing is based on 4 Law Enforcement Sworn Officers.

Discount Notes

5% IPCA member annual subscription discount.

RESOLUTION 2022-70

RESOLUTION APPROVING A LIABILITY INSURANCE PROPOSAL WITH ICAP

WHEREAS, the City of West Branch, Iowa received an insurance renewal quote from the Iowa Communities Assurance Pool (ICAP); and

WHEREAS, after reviewing the insurance renewal quote, the City Council has decided to accept it and continue membership with ICAP, effective July 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the insurance renewal with ICAP is hereby approved.

Passed and approved this 5th day of July, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



Iowa Communities Assurance Pool

REVISED
**Commitment to
Continue Membership**

I, City of West Branch, do hereby affix my signature to this form and promise to submit the contribution of \$52,065.00 (less attached vouchers if applicable) by _____ . In order to fulfill this commitment, our payment will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than _____ .

Printed Name _____

Signature _____

Date _____

Iowa Communities Assurance Pool
12951 University Ave, Ste 120
Clive, IA 50325



Member Name: City of West Branch

Policy Number: R0883PC2022-4

Anniversary Date: 07/01/2022

| <u>Coverage</u> | <u>Limit of Coverage</u> | <u>Contribution</u> |
|-----------------------------------|--------------------------|---------------------|
| General Liability | \$2,000,000 | \$9,428 |
| Auto Liability | \$2,000,000 | \$4,220 |
| Law Enforcement Liability | \$2,000,000 | \$1,944 |
| Public Officials Liability | \$2,000,000 | \$2,566 |
| Excess Liability | \$4,000,000 | \$6,582 |
| Vehicles | \$770,051 | \$2,080 |
| Property | \$13,266,349 | \$23,015 |
| Equipment Breakdown | Included | Included |
| Crime | \$100,000 | \$80 |
| Bond | \$100,000 | \$150 |
| Marketing and Administration Fees | | \$2,000 |
| TOTAL CONTRIBUTION | | \$52,065 |

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
07/01/2022

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.

RESOLUTION 2022-71

**A RESOLUTION APPROVING THE WORKERS COMPENSATION PROPOSAL
WITH IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION
(IMWCA).**

WHEREAS, the City of West Branch, Iowa received an insurance renewal quote from the Iowa Municipalities Workers' Compensation Association (IMWCA); and

WHEREAS, after reviewing the insurance renewal quote, the City Council has decided to accept the quote of IMWCA, effective July 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the insurance renewal with IMWCA is hereby approved.

PASSED AND APPROVED this 5th day of July, 2022

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk

West Branch (0851)
Information Page of the Coverage Memorandum
As of 5/9/2022
Policy Period: 7/1/2022-7/1/2023

1. Participant: West Branch Policy Number: 0851-2223-WC
P O Box 218 FEIN
West Branch, Iowa 52358021

2. Workers' Compensation Coverage

This Workers' Compensation Coverage Memorandum is effective from 12:01 AM on July 01, 2022 to 12:01 AM on July 01, 2023.

3. A. Workers' Compensation Coverage: This section of the Coverage Memorandum applies to the Workers' Compensation Law of Iowa.
B. Employers' Liability Coverage: Part Two of this Memorandum applies to work in Iowa. The limits of the Association's liability under Part Two are:
Bodily Injury by Accident: \$1,000,000 each accident
Bodily Injury by Disease: \$1,000,000 memorandum limit
Bodily Injury by Disease: \$1,000,000 each employee
C. Other States' Coverage: Part Three of this Memorandum applies to the states, if any, listed here: All states except ND, OH, WA, WY.
D. This Memorandum includes a Voluntary Compensation and Employers' Liability Coverage Endorsement and Schedule as well as a Longshoremens and Harbor Workers' Compensation Act Coverage Endorsement and Schedule.
4. The Estimated Premium Schedule attached hereto and by this reference made a part hereof, is based on the association's manuals of rules, classifications, rates and rating plans. This initial calculation is subject to verification and change by audit.
5. Volunteers other than those shown on the Estimated Premium Schedule are not covered by the provisions of the Workers' Compensation Coverage Memorandum.


Other Coverage

Non-Statutory Medical Only Coverage

Coverage Period: 7/1/2022 to 7/1/2023

When this medical-only payment coverage applies, the Association will pay promptly when due, the hospital, nursing and medical benefits. These benefits will not exceed \$25,000 per occurrence or extend beyond two years from the date of injury. Payments made pursuant to this endorsement are not considered to be workers' compensation benefits. Premium will be determined by a \$10 charge per volunteer per year with a minimum premium of \$100.

Signed at Des Moines, Iowa, on May 09, 2022.



Authorized Signature

West Branch (0851)
Estimated Premium Schedule as of 5/10/2022
Policy Period: 7/1/2022-7/1/2023

Workers' Compensation Coverage

| Class Code | Description | Rate | Payroll | Premium | Modified Premium | Discounted Premium |
|----------------|-----------------------------------------------------------------|--------|------------------|---------------|------------------|--------------------|
| 5506 | Street or Road Paving | 7.2% | 63,841 | 4,597 | 3,770 | 2,102 |
| 7520 | Waterworks Operations & Driver | 3.26% | 48,378 | 1,577 | 1,293 | 721 |
| 7580 | Sewage Disposal Plant Operation | 2.57% | 15,823 | 407 | 334 | 186 |
| 7705V | Ambulance Service Companies, Volunteer EMS providers & drivers. | 5.04% | 9,729 | 490 | 402 | 224 |
| 7711 | Volunteer Firefighters & Drivers | 46.79% | 29,478 | 13,793 | 11,310 | 6,306 |
| 7720 | Police Officers & Drivers | 3.4% | 282,778 | 9,614 | 7,883 | 4,396 |
| 8380 | Automobile - All Others | 2.8% | 91,176 | 2,553 | 2,093 | 1,167 |
| 8810 | Clerical Office Employees - NO | 0.2% | 395,837 | 792 | 649 | 362 |
| 8810V | Elected or Appointed Officials | 0.2% | 12,172 | 24 | 20 | 11 |
| 9015 | Building Maintenance - Operation | 3.03% | 1,848 | 56 | 46 | 26 |
| 9101 | Public Library/Museums - Maint | 4.73% | 3,269 | 155 | 127 | 71 |
| 9102 | Parks NOC - All Employees | 3.56% | 119,749 | 4,263 | 3,496 | 1,949 |
| 9220 | Cemetery Operations & Drivers | 5.11% | 22,726 | 1,161 | 952 | 531 |
| 9402 | Street Cleaning & Drivers | 4.98% | 22,959 | 1,143 | 937 | 522 |
| 9410 | Municipal Employees | 2.4% | 15,298 | 367 | 301 | 168 |
| Totals: | | | 1,135,061 | 40,992 | 33,613 | 18,742 |

Your IMWCA Discount for Workers' Compensation Coverage:

| | | |
|-------------------------|------------------|------------|
| Longevity Credit: | \$ 1,345 | 4% |
| Loss Experience Credit: | \$ 5,714 | 17% |
| Large Premium Discount: | \$ 3,697 | 11% |
| Total Discount: | \$ 10,756 | 32% |

Workers' Compensation Premium Calculation

| | |
|-----------------------------------|-----------|
| Pure Premium: | \$ 40,992 |
| Experience Modification Factor: X | .82 |
| Modified Premium: | \$ 33,613 |
| IMWCA Discount Amount: - | \$ 10,756 |
| Discounted Premium: | \$ 22,857 |
| Good Experience Bonus: X | .82 |
| Expense Constant: + | \$ 160 |
| Annual Premium: | \$ 18,902 |
| Total Premium: | \$ 18,902 |

Other Coverage

Non-Statutory Medical Coverage

Rate: \$10/Volunteer, Minimum Premium \$100

Estimated Number of Volunteers 0 Rate: 10 Premium: 0

Premium generated by count falls beneath minimum premium standards, therefore a minimum premium of \$100 has been used.

Non-Stat. Vol. Premium: 0

Minimum Premium: 100

Total Estimated Coverage Premium: \$ 19,002

This is not an invoice.



REQUEST FOR COUNCIL CONSIDERATION

| |
|-----------------------------------|
| MEETING DATE: July 5, 2022 |
|-----------------------------------|

| |
|----------------------------------------------------|
| AGENDA ITEM: Code of Ethics/Strategic Goals |
|----------------------------------------------------|

| |
|-----------------------------------------------------|
| PREPARED BY: City Administrator, Adam Kofoed |
|-----------------------------------------------------|

| |
|----------------------------|
| DATE: June 14, 2022 |
|----------------------------|

BACKGROUND:

Each year councilmembers should review code of ethics and rules and procedures. Although there are no issues with the current council, International City Mangers Associate and Iowa League of Cities have noted a sharp rise in code of conduct, ethics, and political polarization issues among council members.

Fun Fact:

Iowa League of Cities uses West Branch's Code of Ethics as an example when consulting with other communities.

STRATEGIC GOALS

Due to the new fiscal year, the City Administrator will recap council's priorities for the year.

RESOLUTION NO. 966

A RESOLUTION TO ADOPT A CODE OF ETHICS FOR MEMBERS OF THE WEST BRANCH
CITY COUNCIL

WHEREAS, the City Council, of the City of West Branch, Iowa deems it advisable to adopt a Code of Ethics for Members of the West Branch City Council; and

WHEREAS, The citizens and businesses of West Branch are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch as follows:

Section 1. That the Code of Ethics set forth in Exhibit "A" attached hereto and made a part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 3rd day of January, 2012.

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

EXHIBIT “A”

CODE OF ETHICS FOR MEMBERS OF THE WEST BRANCH CITY COUNCIL

Preamble

The citizens and businesses of West Branch are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of West Branch's Commitment to Excellence, the effective functioning of democratic government therefore requires that:

Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and fair in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the West Branch City Council has adopted a Code of Ethics for members of the City Council to assure public confidence in the integrity of local government and its effective and fair operation.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of West Branch and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the West Branch City Council.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of Iowa and the City of West Branch in the performance of their public duties. These laws include, but are not limited to: the United States and Iowa constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

6. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

In accordance with the law, no member shall participate in the disposition of any matter in which he or she is interested. For purposes of this section “interested” includes any direct or indirect financial or personal interest held by a member or member of his/her family. Before any matter is heard, a member having an interest shall state it and withdraw from participation, or he/she may disclose the facts involved and request a determination by the Council of whether a conflict of interest exists. Any question of the existence or non-existence of a conflict of interest sufficient to disqualify a member from participating in the disposition of any matter shall be decided by a majority vote of the other members of the Council. In case of a tie, the member shall be disqualified.

7. Gifts and Favors

Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits, which might compromise their independence of judgment or action or give the appearance of being compromised.

8. Confidential Information

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

9. Use of Public Resources

Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

10. Representation of Private Interests

In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City.

11. Advocacy

Members shall represent the official policies or positions of the City Council to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of West Branch, nor will they allow the inference that they do.

12. Policy Role of Members

Members shall respect and adhere to the mayor-council structure of West Branch city government as outlined by the Chapter 372.4 of Iowa Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff.

The City Administrator/Clerk shall be directly responsible to the Council for the administration of municipal affairs as directed by that body. All departmental activity requiring the attention of the council

shall be brought before the body by the Administrator/Clerk and all Council involvement in administration initiated by the Council must be coordinated through the Administrator/Clerk.

13. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

14. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

15. Implementation

As an expression of the standards of conduct for members expected by the City, the West Branch Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of West Branch code of ethics. In addition, the Code of Ethics shall be annually reviewed by the City Council and the City Council shall update it as necessary.

16. Compliance and Enforcement

The West Branch Code of Ethics expresses standards of ethical conduct expected for members of the West Branch City Council. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

City Council members who intentionally and repeatedly do not follow proper ethical standards may be reprimanded or formally censured by the Council. It is the responsibility of the Council to initiate action if a Council member's behavior may warrant censure. Council members should point out to the offending Council member infractions of the Code of Ethics or Code of Conduct.

If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Mayor Pro-Tem. It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant censure. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Ethics or Code of Conduct is outside of the observed behaviors by the Mayor or Council members, the alleged violation should be referred to the Mayor. The Mayor should ask the City Administrator and/or the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to discussing and counseling the individual on the violations or recommending censure to the full Council to consider in a public meeting.

A violation of this Code of Ethics shall not be considered a basis for challenging the validity of a Council decision.

**Model of Excellence
West Branch City Council
MEMBER STATEMENT**

As a member of the West Branch City Council, I agree to uphold the Code of Ethics and the Code of Conduct for elected and appointed officials adopted by the City and conduct myself by the following model of excellence. I will:

Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;

Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;

Respect the dignity and privacy of individuals and organizations;

Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

Avoid and discourage conduct, which is divisive or harmful to the best interests of West Branch;

Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the City of West Branch Code of Ethics and the City of West Branch Code of Conduct.

Signature

Date

Printed Name

RESOLUTION NO. 967

A RESOLUTION TO ADOPT A CODE OF CONDUCT FOR MEMBERS OF THE WEST BRANCH
CITY COUNCIL

WHEREAS, the City Council, of the City of West Branch, Iowa deems it advisable to adopt a Code of Conduct for Members of the West Branch City Council; and

WHEREAS, the citizens and businesses of West Branch are entitled to have Council members who treat one another, city staff, constituents and others with respect.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch as follows:

Section 1. That the Code of Conduct set forth in Exhibit "A" attached hereto and made a part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 3rd day of January, 2012.

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

EXHIBIT “A”

CODE OF CONDUCT FOR MEMBERS OF THE WEST BRANCH CITY COUNCIL

Roles, Responsibilities and Respect

This Code of Conduct is designed to describe the manner in which Council members should treat one another, city staff, constituents, and others they come into contact with in representing the City of West Branch.

The constant and consistent theme through all of the conduct guidelines is "respect." Council members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Council members to do the right thing in even the most difficult situations.

All Council members:

All members of the City Council have equal votes. No Council member has more power than any other Council member, and all should be treated with equal respect. Council members must recognize that they act collectively as a governing body during properly noticed public meetings. Members must recognize that they do not have authority to make decisions or take individual actions on behalf of the City Council unless expressly directed to do so by the City Council.

All Council members should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration and courtesy to others.
- Prepare in advance of Council meetings and be familiar with issues on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people’s time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in West Branch government.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Code of Conduct.

Policies & Protocol Related to Conduct

Ceremonial Events

Requests for a City representative at ceremonial events will be handled by City staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor will recommend which Council member should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Council members at their homes are presumed to be for unofficial, personal consideration.

Endorsement of Candidates

Council members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during Council meetings or other official City meetings.

Council Conduct with One Another

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues. Council members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the City Council, boards, commissions, committees, staff or the public.

IN PUBLIC MEETINGS

- **Practice civility and decorum in discussions and debate**

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

- **Honor the role of the Chair in maintaining order**

It is the responsibility of the Chair to keep the comments of Council members on track during public meetings. Council members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- **Avoid personal comments that could offend other Council members**

If a Council member is personally offended by the remarks of another Council member, the offended Council member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Council member to justify or apologize for the language used. The Chair will maintain control of this discussion.

- **Demonstrate effective problem-solving approaches**

Council members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

IN PRIVATE ENCOUNTERS

- **Continue respectful behavior in private**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the insecurity of written notes, voicemail messages, and email**

Technology allows words written or said without much forethought to be distributed far and wide. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message was played on a speaker phone in a full office? What would happen if this e-mail message was forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

- **Even private conversations can have a public presence**

Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

Council Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff who implements and administers the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- **Treat all staff as professionals**

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

- **Limit contact to specific City staff**

Questions of City staff and/or requests for additional background information should be directed only to the City Administrator or Department Heads. The Office of the City Administrator should be copied on any request.

Requests for follow-up or directions to staff should be made only through the City Administrator. When in doubt about what staff contact is appropriate, Council members should ask the City Administrator for direction. Materials supplied to a Council member in response to a request will be made available to all members of the Council so that all have equal access to information.

- **Do not disrupt City staff from their jobs**

Council members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

- **Never publicly criticize an individual employee**

Council members should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Administrator through private correspondence or conversation.

- **Do not get involved in administrative functions**

Council members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

- **Check with City staff on correspondence before taking action**

Before sending correspondence, Council members should check with City staff to see if an official City response has already been sent or is in progress.

- **Do not attend meetings with City staff unless requested by staff.**

Even if the Council member does not say anything, the Council member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

- **Limit requests for staff support**

Requests for staff support – even in high priority or emergency situations -- should be made to the City Administrator who is responsible for allocating City resources in order to maintain a professional, well-run City government.

- **Do not solicit political support from staff**

Council members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

Council Conduct with the Public

IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Council members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with care and gentleness**

The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.

- **Be fair and equitable in allocating public hearing time to individual speakers**

The Chair will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated five-minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Council requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Chair reopens the public hearing for a limited and specific purpose.

- **Give the appearance of active listening**

It is disconcerting to speakers to have Council members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom. There shall be no sidebar conversations.

- **Ask for clarification, but avoid debate and argument with the public**

Only the Chair or City Administrator – not individual Council members -- can interrupt a speaker during a presentation. However, a Council member can ask the Chair for a point of order if the speaker is off the topic or exhibiting behavior or language the Council member finds disturbing.

If speakers become flustered or defensive by Council questions, it is the responsibility of the Chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Council members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

- **No personal attacks of any kind, under any circumstance**

Council members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

- **Follow parliamentary procedure in conducting public meetings**

The City Administrator serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. The Chair, subject to the appeal of the full Council makes final rulings on parliamentary procedure.

IN UNOFFICIAL SETTINGS

- **Make no promises on behalf of the Council**

Council members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (fix a pothole, remove a library book fine, plant new flowers in the median, etc.).

- **Make no personal comments about other Council members**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council members, their opinions and actions.

- **Remember that you are a highly visible member of the City**

Council members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of West Branch. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Council Conduct with Other Public Agencies

- **Be clear about representing the city or personal interests**

If a Council member appears before another governmental agency or organization to give a statement on an issue, the Council member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the Council.

If the Council member is representing the City, the Council member must support and advocate the official City position on an issue, not a personal viewpoint.

- **Correspondence also should be equally clear about representation**

City letterhead may be used when the Council member is representing the City and the City's official position. A copy of official correspondence should be given to the City Administrator to be filed at City Hall as part of the permanent public record.

City letterhead is not be used for correspondence of Council members representing a personal point of view or a dissenting point of view from an official Council position.

Council Conduct with Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **If attending a Board or Commission meeting, be careful to only express personal opinions**

Council members may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Council member at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

- **Limit contact with Board and Commission members to questions of clarification**

It is inappropriate for a Council member to contact a Board or Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Council members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

Council Conduct with the Media

Council members are frequently contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go "off the record"**

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- **The Mayor and City Administrator are the official spokespersons for the representative on City position.**

The Mayor and City Administrator are the designated representatives of the Council to present and speak on the official City position. If an individual Council member is contacted by the media, the Council member should be clear about whether their comments represent the official City position or a personal viewpoint.

- **Choose words carefully and cautiously**

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Sanctions

- **Public Disruption**

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

- **Inappropriate Staff Behavior**

Council members should refer to the City Administrator any City staff who does not follow proper conduct in their dealings with Council members, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions. (Please refer to the section on Council Conduct with City Staff for more details on interaction with Staff.)

- **Council members Behavior and Conduct**

City Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. It is the responsibility of the Council to initiate action if a Council member's behavior may warrant censure. Council members should point out to the offending Council member infractions of the Code of Ethics or Code of Conduct.

If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Mayor Pro-Tem. It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant censure. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Ethics or Code of Conduct is outside of the observed behaviors by the Mayor or Council members, the alleged violation should be referred to the Mayor. The Mayor should ask the City Administrator and/or the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to discussing and counseling the individual on the violations or recommending censure to the full Council to consider in a public meeting.

A violation of this Code of Conduct shall not be considered a basis for challenging the validity of a Council decision.

RESOLUTION NO. 968

A RESOLUTION TO ADOPT PROCEDURAL RULES FOR THE WEST BRANCH CITY COUNCIL

WHEREAS, the City Council, of the City of West Branch, Iowa deems it advisable to adopt Procedural Rules for the West Branch City Council; and

WHEREAS, the adoption of these rules will provide for orderly, fair, open and efficient deliberation on issues before the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch as follows:

Section 1. That the Procedural Rules for the West Branch City Council set forth in Exhibit "A" attached hereto and made a part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 3rd day of January, 2012.

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

EXHIBIT “A”

PROCEDURAL RULES OF THE WEST BRANCH CITY COUNCIL

Part I. General Provisions

Rule 1. Scope of Rules. These rules shall govern the conduct of the Council and shall be interpreted to ensure fair and open deliberations and decision making.

Rule 2. Technical Parliamentary Forms Abolished. Except as specifically provided in these rules, the Council shall not use any formal points of parliamentary order, personal privilege, parliamentary inquiry or other technical forms. Only motions specified within these rules are allowed.

Rule 3. Matters Not Covered. Any matter or order or procedure not covered by these rules shall be referred to the presiding officer, who shall decide the matter with or without the assistance and advice of the City Attorney and/or the City Administrator in conformity with the purpose of these rules in a fair and expeditious manner. The decision of the presiding officer may be reversed by a majority vote of the Council.

Rule 4. Interpretation. These rules are intended to supplement and shall be interpreted to conform to the statutes of the State of Iowa and the ordinances of the City of West Branch.

Part II. Time and Place of Meeting

Rule 5. Regular Meetings. The regular meetings of the Council are on the first of third Mondays of each month in the Council Chambers at City hall. The time of said meetings shall be 6:30 p.m. when held during the months of November through March and shall be at 7:00 p.m. when held during the months of April through October. If such day falls on a legal holiday, the meeting is held at a mutually agreeable time, as determined by the Council. (City Code Chapter 17.04.1, Ord. 650 – Aug. 08 Supp.)

Rule 6. Special Meetings. Special meetings shall be held upon call of the Mayor or upon the written request of a majority of the members of the Council submitted to the Administrator/Clerk. Notice of a special meeting shall specify the date, time, place and subject of the meeting and such notice shall be given personally or left at the usual place of residence of each member of the Council. A record of the service of the notice shall be maintained by the Administrator/Clerk. (City Code Chapter 17.04.2, Code of Iowa, Sec. 372.13[5])

Rule 7. Quorum. A majority of all Council members is a quorum. (City Code Chapter 17.04.3, Code of Iowa, Sec.372.13[1])

Rule 8. Attendance. The Mayor or Council Members may attend either in person or by telephone conference call or video communications. The video conference or telephonic participation must be available to be heard by members of the public.

Part III. Agenda

Rule 9. Preparation of Agenda. Prior to each regular Council meeting the City Administrator/Clerk shall publish an Agenda which contains all items the Council anticipates acting upon at the meeting. The Council may adopt the agenda as presented, or may amend the agenda as provided by these rules and may adopt the agenda as amended.

Rule 10. Consent Agenda. In preparing an Agenda the City Administrator/Clerk shall separately designate items as "Consent Agenda" which may be acted upon by the Council under Rule 50. The "Consent Agenda" shall consist of routine non-controversial items which in the City Administrator/Clerk's determination can be appropriately considered in bulk at the Council meeting.

Rule 11. Agenda Requests and Deadline. The Mayor, any member of the Council and the City Administrator/Clerk may have an item included upon the Agenda by requesting the City Administrator/Clerk to include the item by noon on the Tuesday preceding the Council meeting. Citizens may address the Council, pursuant to Part V of these rules, to request an agenda item at a future Council Meeting or contact one of their elected officials to request that they include an item on a future agenda.

Rule 12. Extra Items. Items requested or filed after noon on the Tuesday preceding a Council meeting shall not be included upon the Agenda unless the Mayor, a Council Member or the City Administrator/Clerk shall deem the item of sufficient urgency to warrant immediate Council action. These items shall be designated as "Extra" items and will be considered at the appropriate place on the regular Agenda (prior to or after a related item) or at the end of the regular Agenda. The City Administrator/Clerk shall record on the item the name of the sponsoring Council member.

Rule 13. Sponsor Required. The City Administrator/Clerk shall not place upon the Agenda any matter for reconsideration unless sponsored by a Council member who voted on the originally prevailing side or who was absent at the time of the original action, provided said Council member made the motion at the next Council Meeting that Council member attended.

Rule 14. Withdrawal of Items. Only the City officer requesting the placement of an item on the Agenda may withdraw the item prior to the Council meeting, but in withdrawing the item shall state the reason therefore which reason shall be transmitted to the Council. An item withdrawn by the City Administrator/Clerk may nonetheless, in the discretion of the Council, be acted upon in its regular order.

Rule 15. Order of Consideration of Agenda. Except as otherwise provided in these rules, each Agenda item shall be considered in the numerical order assigned by the City Administrator/Clerk. Each Agenda item shall be separately announced by the presiding officer, or City Administrator/Clerk, for purposes of discussion and consideration. To announce an item, it shall be sufficient to identify the item by the number assigned by the City Administrator/Clerk, unless greater specificity is requested by some person in attendance. This rule shall not apply to consideration of items under Rule 50 or Rule 51. The following is the order of business of the City Council at its meetings:

- 1) Call to order
- 2) Roll call
- 3) Welcome
- 4) Approve Agenda/Consent Agenda/Move to action
- 5) Communications/Open Forum
- 6) Public Hearings/Non-Consent Agenda
- 7) City Staff Reports
- 8) Comments from Mayor and Council Members
- 9) Adjournment

The following is the order of business of the City Council at its work sessions:

- 1) Call to order
- 2) Roll call
- 3) Work Session Agenda Items
- 4) Adjournment

Part IV. Conduct of Meetings

Rule 16. Presiding Officer. The Mayor, or in the Mayor's absence or incapacity, the Mayor Pro Tem, shall be the presiding officer at all Council meetings. If both the Mayor and Mayor Pro Tem are absent the most senior Council member present shall preside. In the event two or more members equally possess the greatest seniority then the eldest person among them shall preside. The presiding officer is also known as the chair.

Rule 17. Control of Discussion. The presiding officer shall control discussion of the Council on each Agenda item to assure full participation in accordance with these rules.

Rule 18. Discussion. A Council member shall speak only after being recognized by the presiding officer. A Council member recognized for a specific purpose shall limit remarks to that purpose. A Council member, after being recognized shall not be interrupted except by the presiding officer to enforce these rules, or by another Council member raising a point of order.

Rule 19. Members May Speak – How Often. No member shall speak more than once on the same question until all other members desiring to speak have spoken.

Rule 20. Members Address the Presiding Officer. Members will address their comments to the presiding officer, not to each other, staff or public attending the meeting.

Rule 21. Presiding Officer's Right to Enter into Discussion. The Mayor (or other presiding officer) may enter into any discussion.

Rule 22. Remarks to be Germane. Comments must be directed to the subject under consideration. The presiding officer shall rule on the germaneness of comments. Members making personal, impertinent, or slanderous remarks may be barred, at the presiding officer's discretion, from further comment on the item under consideration.

Rule 23. No side conversations between members. Members shall not have side conversations with each other during any Council Meeting. Should a member of Council wish to share information with other members, that member should seek the recognition of the chair.

Rule 24. Profanity. No member shall use profanity while speaking in any Council Meeting.

Rule 25. Motive. No member shall question the motive of another.

Rule 26. Dress Code for members of the Council. At all times during meetings of the Council, proper attire for men shall be a combination of collared shirt (such as a dress shirt or polo shirt), and dress slacks with a belt or jeans. Proper attire for women includes a skirt or trousers (including denim) combined with a top. This rule applies only to members of Council.

Part V. Citizen Participation

Rule 27. Citizen's Right to Address Council. Persons other than Council Members shall be permitted to address the Council in the open forum section of the agenda for items not on the agenda, or prior to Council discussion of an item for specific Agenda items, if he or she completes a Citizen Comment Form. Citizen Comment Forms will be provided by the City Administrator/Clerk, Deputy City Clerk or Administrative Assistant, and must be completed and provided to the City Administrator/Clerk, Deputy City Clerk or Administrative Assistant prior to the start of the meeting.

Rule 28. Manner of Addressing Council. A person desiring to address the Council shall stand up (unless that person has physical limitations which prevents the person from doing so), state his or her name, address, and group affiliation (if any), speak clearly and address his or her comments to the presiding officer.

Rule 29. Time Limit on Citizen's Remarks. Citizens shall be limited to three minutes speaking time per item. Total citizen input on any subject under Council consideration can be limited to a fixed period by the presiding officer. A majority vote of the Council may extend the time limitations of this rule.

Rule 30. Remarks of Citizens to be Germane. Citizen comments must be directed to the subject under consideration. The presiding officer shall rule on the germaneness of citizen comments. Citizens making personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment

before the Council during the meeting.

Part VI. Council Action

Rule 31. Call to Order. The Mayor or Mayor Pro Tem shall call the meeting to order at the appointed hour. In the absence of the Mayor and the Mayor Pro Tem the City Administrator/Clerk shall call the meeting to order and a temporary presiding officer shall then be selected under Rule 16. The selected temporary presiding officer shall serve as successor Mayor Pro Tem for the meeting for purposes of being authorized to sign all measures passed and contracts approved at the meeting.

Rule 32. Roll Call. Before proceeding with the business of the Council, the City Administrator/Clerk, Deputy City Clerk or Administrative Assistant shall call the roll call of members present, and enter those named in the minutes. The City Administrator/Clerk, Deputy City Clerk or Administrative Assistant shall determine the presence of a quorum as required by law and these rules.

Rule 33. Motion Required. All action requiring a vote shall be moved by a member of the Council.

Rule 34. Motions. Allowable motions include the following: 1) Motion to approve, 2) motion to amend, 3) motion to adjourn, 4) motion to recess, 5) motion to postpone to a certain time, 6) motion to postpone indefinitely, 7) motion to appeal the rule of the chair, 8) motion to suspend the rules, 9) motion to reconsider and 10) motion for the previous question. Form and example:

Motion to approve: I move the adoption of item 6b.

Motion to amend: I move to amend by inserting the words “and grade” after “purchase.” Discussion and a vote would then take place on the amendment, i.e. the addition of the words “and grade.” Whether the amendment is or is not adopted, a subsequent vote would be taken on the underlying item.

Motion to adjourn: I move to adjourn.

Motion to recess: I move that the meeting recess until 9:00 p.m. Or, I move to recess for ten minutes.

Motion to postpone to a certain time: I move to postpone the motion to the next meeting.

Motion to postpone indefinitely: I move that the item be postponed indefinitely.

Motion to appeal the rule of the chair: I appeal from the decision of the chair. If seconded, the chair shall clearly state the exact question at issue, the reason for his or her decision and states the question, “Shall the decision of the chair be sustained?”

Motion to suspend the rules: I move that the rules be suspended which interfere with ... [stating the object of the suspension].

Motion to reconsider: I move to reconsider the vote on the resolution relating to the annual banquet. I voted for [or against] the resolution.

Motion for the previous question: I move the previous question.

Rule 35. Motions – Requiring a second. No motion shall be debated until another member has seconded the motion. After a motion has been made, another member who wishes it to be considered says, “I second the motion,” and may do so without obtaining the floor.

Rule 36. Must be read or stated before debate. After a motion is made and seconded, it shall be stated by the presiding the presiding officer before being debated.

Rule 37. Points of Order. Members of Council, who notice a breach of these rules, may raise a point of

order to insist upon their enforcement. (If the presiding officer notices a breach, he or she corrects the matter immediately; but if he or she fails to do so, any member can make the appropriate point of order.) Points of order are ruled upon by the presiding officer. Points of order are not debatable.

Rule 38. Appeal from a Ruling of the Presiding Officer. Should there be an appeal from any ruling of the presiding officer, the question, "Shall the chair be sustained?" shall be immediately put and determined before the Council proceeds to other business.

Rule 39. Previous Question. Any member may move the previous question. The motion shall be restated by the presiding officer in this form: "Shall the question under immediate consideration be now put?" It shall only prevail when supported by four-fifths of the Council and until decided shall preclude debate. If the motion is sustained, the proponent of the matter under consideration shall have one minute in which to make a closing statement before the Council votes on the question. A failure to sustain the motion shall not take the matter under consideration from further consideration of the Council; but the Council shall proceed as if the motion had not been made.

Rule 40. Not debatable. The following motions shall be decided without debate: 1) motion to adjourn, 2) motion for the previous question, 3) motion to suspend the rules and 4) motion to recess.

Rule 41. Indefinite postponement. When a question is postponed indefinitely, that item shall not be acted on again in the same calendar year except when supported by four-fifths of the Council.

Rule 42. Presiding Officer's Right to Speak Last. The presiding officer has the right to close debate and speak last on any item.

Rule 43. Closing Debate. Discussion shall be closed on any item by the presiding officer with the concurrence of a majority of the Council. Except as provided by Rule 22, a call for the vote shall not close discussion if any member of the Council still wishes to be heard.

Rule 44. Motion to Reconsider. A motion to reconsider must be made by a Council member who was on the prevailing side in the original action or by a Council Member absent at the time of the original action.

Rule 45. Call for Vote. At the conclusion of debate the presiding officer shall call for a vote, provided however, a majority of the Council may require a vote at any time.

Rule 46. Separate Consideration. Except as otherwise required by these rules each Agenda item shall be voted upon separately and each separate vote shall be recorded by the City Administrator/Clerk.

Rule 47. Action on Consent Agenda. Except as herein provided the "Consent Agenda" shall be considered in bulk and voted upon in single motion. Each Council Member shall separately note upon a form provided by the City Administrator/Clerk any matter on the "Consent Agenda" upon which he or she wishes to speak or to vote no. At the time of consideration of the "Consent Agenda" the presiding officer shall announce the items upon which Council members have indicated they wish to speak or vote no. The presiding officer shall also recognize any person in attendance who has indicated on the Citizen Comment Form their wish to speak upon a particular consent item. Items upon which any Council Member or citizen wishes to speak shall be considered separately and not as a portion of any motion calling for action upon the remainder of the "Consent Agenda". The City Administrator/Clerk, Deputy City Clerk or Administrative Assistant, on all matters contained in the "Consent Agenda," shall record the yes and no votes on each item separately as if each item had been moved and voted upon separately. Rule 15 shall not apply.

Rule 48. Action to Multiple Items. With the consent of a majority of the Council, Rule 46 hereof notwithstanding, the Council may consider for voting purposes more than one item, but in such event the vote upon each item will be separately recorded by the City Administrator/Clerk noting specific yes or no votes of each Council member on each item.

Rule 49. Recording Names of Moving Members. The City Administrator/Clerk, Deputy City Clerk, or Administrative Assistant shall record the name of the Council Member making and seconding each motion.

Rule 50. Consideration of Matters Not on Agenda. Except as to matter which by law require the publication of notice before consideration by the Council any member of the Council may, at the close of the regular Agenda, bring a matter not on the Agenda to the Council's attention. Council may not act upon such matters, rather direct such matter be included upon a later Agenda.

Part VII. Miscellaneous

Rule 51. Motions. At any appropriate place on the Agenda any member of the Council may make a motion for the Council to act upon any matter if the motion is germane to the matter under consideration.

Rule 52. Waiver of Ordinance Readings.

A Council member may move the final passage of an ordinance, with waiver of first or second consideration of the ordinance or waiver or both, by reciting the following motion.

"Moved by (insert the moving Council member's name) that the rule requiring that ordinances must be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended; that the first and second consideration and vote be waived; that the ordinance be placed upon its final passage and that the ordinance do now pass."

or may move waiver by reference to the language of this section to be known as "the waiver rule".

Rule 53. Name of Sponsor on Roll Call. Any time these rules require an action to be sponsored by a Council member, the City Administrator/Clerk shall note the name of the sponsoring Council member on the face of the roll call for said item.

Rule 54. Suspension of Rules. These rules or any part hereof, may be suspended for a specific purpose by a two-thirds majority of the Council.

Rule 55. Hearings. Any other rule to the contrary notwithstanding, unless required by statute or necessary to conform to proceedings required for a special purpose, a hearing shall commence when declared open by the presiding officer and shall close when closed by the presiding officer or by other formal action of the Council.

Rule 56. Informal Requests. A member of the Council, before or during the consideration of any matter, or in the course of a hearing, may request and receive information, explanations or the opinions of the City Attorney, City Administrator/Clerk or any City employee.

RESOLUTION 2022-03

A RESOLUTION SETTING STRATEGIC GOALS & PRIORITIES
FOR THE CITY OF WEST BRANCH FOR 2022 AND BEYOND

WHEREAS, be it resolved by the City Council of the City of West Branch, Iowa that the following projects, activities, and initiatives are the Council's priorities and goals for the specified time period, and that the City Administrator and City Staff are directed to work towards them:

Section 1. That the following projects and activities are the top priorities of the West Branch City Council for 2022:

1. Complete a capital improvement plan that prioritizes Herbert Hoover Highway / Cedar-Johnson roundabout and Eastside water mains.
2. Remain financially sound by starting and implementing a reserve requirement policy.
3. Complete the third wastewater lagoon.
4. Complete Wapsi Creek widening project.
5. Conduct employee salary surveys and implement a wage policy for full time employees.
6. Create and implement TIF policy/procedures.
7. Implement a streets capital improvement plan.
8. Start a marketing campaign for renewing the local option sales tax referendum.

Section 2. That the following projects and activities are goals of the West Branch City Council for the next 2 to 5 years:

1. Develop a parks capital improvement plan.
2. Consider opportunities to fund reconstructing Cedar Johnson Road.
3. Investigate and consider incentives and alternatives for developing the Croell Site.
4. Consider adding another full-time employee, where necessary.

PASSED AND APPROVED this 3rd day of January 2022.

Attest:

Roger Laughlin, Mayor

Leslie Brick, City Clerk