



**CITY COUNCIL MEETING
TUESDAY, JANUARY 2, 2024 - 7:00 P.M.
CITY COUNCIL CHAMBERS
110 N. POPLAR STREET, WEST BRANCH, IOWA**

<https://zoom.us/j/5814699699>

or dial in phone number 1-312-626-6799 with Meeting ID 581 469 9699.

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 December 18, 2023 City Council meeting.
 - b. Approve LL Pelling's 2024 Sealcoat pricing
 - c. Approve Mayor's Annual Appointments
 - Official Newspaper – West Branch Times
 - City Engineer – Veenstra & Kimm Inc.
 - Animal Control Facility – West Branch Animal Clinic
 - Public Health Officer – Dr. Brad Heithoff
 - d. Appointments/ Reappointments to Boards and Commissions:
 - Animal Control Commission - Reappoint Amy Kessler, term expiration 12/31/2026 (3-year term)
 - Historic Preservation Commission – Reappoint Lou Picek & John Fuller, term expiration 12/31/2026 (3-year term)
 - Parks & Recreation Commission - Reappoint Shane Staker, Evie White & Rich Stout, term expiration 12/31/2026 (3-year term)
 - Planning & Zoning Commission - Reappoint John Fuller, Max Kober & Matt Van Scoyoc, term expiration 12/31/2027 (4-year term). Accept the resignation of Amy Guhl
 - Zoning Board of Adjustment - Reappoint Wayne Frauenholtz, term expiration 12/31/2028 (5-year term)
 - Tree Commission - Reappoint Christine Humrichouse, term expiration 12/31/2027 (4-year term)
7. Presentations/Communications/Open Forum
 - Proclamation declaring January 2024 as Hunger Awareness Month
 - Swearing in of Police Officer Matthew Bowers
8. Public Hearing/Non-Consent Agenda
 - a. **First Reading Ordinance 812** - Amending the Code of Ordinance of the City of West Branch, as previously amended, by Changing Sewer Rates. / Move to action.
 - b. **Resolution 2024-01** – Authorizing the Finance Officer or City Clerk to pay certain bills prior to the City Council's approval. / Move to action.
 - c. **Resolution 2024-02** – Approving a 28E Agreement with the City of Mount Vernon for Supplemental Law Enforcement Services. / Move to action.
9. City Administrator Report
10. City Attorney Report
11. City Engineer Report
12. City Staff Reports
13. Comments from Mayor and Council Members
14. 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**

**December 18, 2023
7:00 p.m.**

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

APPROVE THE AGENDA

Motion by Dean, second by Sexton to approve the agenda. Motion carried on a voice vote.

APPROVE CONSENT AGENDA

Approve Minutes from the December 4, 2023 City Council meeting.
Approve a Class C Retail Alcohol license for Hazelhasky LLC dba Herb & Lou's.
Accept the Third Option Year of Contract 140P6021P0005, HEHO – City Services for the period of January 29, 2024 to January 28, 2025 (Snowplowing and alarm intrusion for the National Park Service and Herbert Hoover National Historic Site).
Approve the October Monthly Financial Report
Claims for 12/18/2023

EXPENDITURES	12/18/2023	
AERO RENTAL	BOOM LIFT RENTAL-LIGHTS	629.88
ALATORRE LLC	WINDOW CLEANING-CITY BLDG	81.00
ALTORFER	SKID LOADER HYD OIL	108.97
AMAZON.COM	VARIOUS ITEMS-LIBRARY	214.85
BROWN'S WEST BRANCH FORD	TRUCK LIGHT-PW	193.73
CEDAR COUNTY AUDITOR	CITY/SCHOOL ELECTION SERVICES	1,313.98
CEDAR COUNTY RECORDER	RECORDING FEES	21.00
DORSEY & WHITNEY	EASTSIDE WATER PH2 LEGAL SRF	4,000.00
EASTERN IA YOUTH BASKETBALL	3/4 GRADE BB REGISTRATION	780.00
HANSEN, TRENT	SERVER SERVICE-POLICE	910.00
HAWKINS	CHEMICALS	3,900.82
IMWCA	IMWCA FY24 INSTALLMENT 6	2,836.00
KANOPY	ON DEMAND VIDEO SERVICE	31.00
LINN COUNTY R.E.C.	STREET LIGHTS	291.90
LRS HOLDINGS	CART SWAP FEE	30.00
MAIN STREET WEST BRANCH	HHTD 2024 CONTRIBUTION	10,000.00
MAINSTAY SYSTEMS OF IOWA	ETHERNET SWITCH-LIBRARY	42.00
MENARDS	LIFT STATION SUPPLIES	318.60
MIDWEST FRAME & AXLE	PLOW EDGES	1,600.76
MIDWEST RADAR & EQUIPMENT	RADAR CALIBRATION	200.00
MOPPY MO'S	JANITORIAL SERVICES-LIBRARY, TH, CITY	770.00
OLSON, KEVIN D	LEGAL SERVICES-DEC 2023	1,500.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	728.43
POLICE LEGAL SCIENCES	LEGAL TRAINING 2024-POLICE	480.00
QC ANALYTICAL SERVICES	LAB ANALYSIS	911.75
QUILL	OFFICE SUPPLIES-CITY, PW	43.30
STATE HYGIENIC LAB	LAB ANALYSIS	43.50
TIPTON CONSERVATIVE	JOB AD-POLICE	122.65
TRIMPE, GABRIEL	PESTICIDE APP CLASS FEE-TRIMPE	45.00
U.S. POSTAL SERVICE	LIB ANNUAL PO BOX RENTAL	108.00
WEST BRANCH TIMES	LEGAL PUBLICATIONS & JOB ADS	1,432.05
TOTAL		33,689.17
REGULAR PAYROLL		42,784.07
COUNCIL ANNUAL PAYROLL		10,131.53

FIRE ANNUAL PAYROLL		34,582.36
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	12/8/2023	87,497.96

PAID BETWEEN MEETINGS

CARDCONNECT LLC	PCI COMPLIANCE FEE NOV 2023	29.95
SISCO	HEALTH CLAIMS 12/11/2023	677.83
AT&T MOBILITY	WIRELESS SERVICE	314.96
IMWCA	WORK COMP FY23 FIRE ADJUSTMENT	6,103.00
IA DEPT OF PUBLIC SAFETY	WARRANTS & ARTICLES SYSTEM	1,200.00
LEAF CAPITAL FUNDING	COPIER LEASE-LIBRARY	142.02
MEDIACOM	CABLE SERVICE	41.90
VEENSTRA & KIMM	VARIOUS PROJECTS	33,199.21
WEX BANK	VEHICLE FUEL	732.79
IOWA FINANCE AUTHORITY	SRF LOANS INTEREST: WATER, SEWER	58,789.92
VARIOUS VENDORS	UB REFUNDS	138.03
UMB BANK	GO BONDS INTEREST	86,823.75

TOTAL		188,193.36
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GRAND TOTAL EXPENDITURES		309,380.49
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FUND TOTALS

001 GENERAL FUND	78,208.46
022 CIVIC CENTER	192.50
031 LIBRARY	7,759.23
036 TORT LIABILITY	8,776.62
110 ROAD USE TAX	2,451.65
112 TRUST AND AGENCY	14,697.36
226 DEBT SERVICE	86,823.75
330 EASTSIDE WATER MAIN PH	35,678.66
600 WATER FUND	9,432.90
603 WATER SINKING FUND	1,660.00
610 SEWER FUND	6,129.28
611 SEWER FUND SPECIAL	57,129.92
740 STORM WATER UTILITY	440.16

GRAND FUND TOTAL	309,380.49
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REVENUE-FISCAL YEAR 2024
FUND OCTOBER

001 GENERAL FUND	569,951.78
022 CIVIC CENTER	8,246.42
031 LIBRARY	12,409.41
036 TORT LIABILITY	29,463.50
110 ROAD USE TAX	28,168.73
112 TRUST & AGENCY	131,756.15
119 EMERGENCY TAX FUND	15,833.35
121 LOCAL OPTION SALES TAX	24,045.69
125 TIF	194,518.87
126 TIF LMI MEADOWS PT 4	31,661.88
226 DEBT SERVICE	120,255.68
300 CAPITAL IMPROVEMENT RESERVE	30,218.73
324 WW TREATMENT FACILITY	753,647.09
500 CEMETERY PERPETUAL FUND	120.00
600 WATER FUND	67,498.12
610 SEWER FUND	85,629.09
740 STORM WATER UTILITY	5,733.29
TOTAL	2,109,157.78

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM

Mayor Laughlin swore in returning Council members Dean and Sexton and incoming Mike Horihan.

PUBLIC HEARING / NON-CONSENT AGENDA

Appointing Tom Dean as Mayor Pro Tem for 2024. / Move to action.

Motion by Sexton, second by Stoolman. Motion carried on a voice vote.

Resolution 2023-130 – Approve the annual agreement in the amount of \$9,740 with the U.S. Geological Survey for the ongoing operation and maintenance of the Streamflow Gaging located on the Wapsinonoc Creek at College Street. / Move to action.

Stoolman questioned why the city's share went up each year and USGS's did not. Jon Nania, from USGS responded that USGS no longer contributes in a cost sharing model for stream gaging as they had in the past. Nania added that USGS 'grandfathered' West Branch in when they stopped their contributions and froze their contribution at \$5760.00. Sexton asked Kofoed if stormwater funds were used to pay these fees and Kofoed confirmed they were. Sexton also asked Goodale if any stormwater projects were scheduled this fiscal year or next and if the fund could support the fees and projects. Goodale said that most of the stormwater funds have been committed to the Wapsi Creek Widening project and he tries not to use those funds unless necessary.

Motion by Dean, second by Goodweiler to approve Resolution 2023-130. AYES: Dean, Goodweiler, Stoolman, Miller, Sexton. NAYS: None. Motion carried.

Resolution 2023-131 - Promoting Officer Cathy Steen to Police Sergeant and setting the salary of an appointed officer. / Move to action.

Laughlin swore in Sergeant Steen and congratulated her. Hanna congratulated Steen on more than twenty-four years in law enforcement and said this promotion was long overdue. Hanna said Steen will the department through the transition of his departure and assist in the police chief recruitment.

Motion by Dean, second by Stoolman to approve Resolution 2023-131. AYES: Dean, Stoolman, Miller, Sexton, Goodweiler. NAYS: None. Motion carried.

Resolution 2023-132 – Appointing Matthew Bowers as a Part-Time Police Officer and setting the salary for FY24. / Move to action.

Hanna said Bowers worked for the department several years ago and left to pursue other opportunities. Bowers has decided to come back as a part-time officer and Hanna said he is happy for his help.

Motion by Sexton, second by Goodweiler to approve Resolution 2023-132. AYES: Sexton, Goodweiler, Miller, Stoolman, Dean. NAYS: None. Motion carried.

Resolution 2023-133 - Approving Pay Estimate Number 14 in the amount of \$328,409.30 to Boomerang Corp. for the Wastewater Treatment Facility Improvements Project. / Move to action.

No discussion.

Motion by Sexton, second by Stoolman to approve Resolution 2023-133. AYES: Sexton, Stoolman, Dean, Miller, Goodweiler. NAYS: None. Motion carried.

Resolution 2023-134 – Approving that certain Easement Agreement with Interstate Power & Light Company in connection with the Wapsi Creek Widening Project. / Move to action.

Dave explained that Alliant Energy has a two-inch gas line that runs under Wapsi Creek and across city property (Beranek Park) that needs to be lowered as part of the creek widening project. This easement gives Alliant Energy permission to work on city property in order to move the gas line. Stoolman asked if lowering the gas line will slow down the project. Schechinger said that project work can be done around the gas line and will not delay the project.

Motion by Dean, second by Goodweiler to approve Resolution 2023-134. AYES: Dean, Goodweiler, Miller, Sexton, Stoolman. NAYS: None. Motion carried.

Resolution 2023-135 – Approving the Amended Final Plat for Heritage Hill Subdivision, West Branch, Iowa. / Move to action.

Miller stated that if the developer did not want the property to construct their detention basin, then who was going to be responsible for maintaining it. He cautioned the Council to ensure that the basin doesn't become the city's problem. Olson said he would confirm that the easement documents for Parcel O will state the developer is responsible for the storm water basin.

Motion by Dean, second by Sexton to approve Resolution 2023-135. AYES: Dean, Sexton, Miller, Stoolman, Goodweiler. NAYS: None. Motion carried.

CITY ADMINISTRATOR REPORT

Kofoed said that Mt. Vernon has offered to assist with temporary police coverage for West Branch as positions are filled. Kofoed said an agreement was received and that their Council was meeting this evening to approve. He also stated that the City has received several applicants for the Chief position and that four were competitive. Kofoed said he was working on the FY25 budget schedule and would be sending it out soon.

CITY ATTORNEY REPORT

Olson had no report but thanked Miller for his many years of service on the West Branch City Council and said he enjoyed working side by side him.

CITY ENGINEER REPORT

Schechinger reported on the status of the Wapsi Creek Widening and Wastewater Treatment Facility projects and had no issues to report. He also mentioned that the city had received several site plans that were under review. Schechinger also took a moment to thank Miller for his service to the community and said that he could always rely on Miller to be a straight shooter.

STAFF REPORTS

Hanna addressed the City Council and thanked them for their support over the years. He also extended his thanks to Miller for his service to the community.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Miller addressed the remaining Council members and reminded them of their renewed commitment to the community, each other and staff for leading the City forward. Miller said it is important to listen, be kind to each other, respect others opinion and continue working together as a team.

ADJOURNMENT

Motion to adjourn by Miller, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 7:34 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: January 2, 2024

AGENDA ITEM: Approve LL Pelling Sealcoat pricing for 2024
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PREPARED BY: Public Works Director, Matt Goodale

DATE: December 21, 2023

BACKGROUND: This the price per square yard for the year and does not hold the city to completing any work. Quantities and locations will be decided upon after a thorough street inspection in the spring.

This price is an increase from last year of

Type A \$.40/sq yd

Type B \$.30/sq yd

Cold Patch \$15.00/ton

PROPOSAL

City of West Branch (PG)
P.O. Box 218
West Branch, IA 52358-0218



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

RE: 2024 Sealcoat Work

November, 2023

Description of Work:

Type A Work (Option 1)

Unit Price

A. Base repair and single seal coat consisting of:

Scarify and pulverize existing street surface

Furnish water as required for compaction, reshape and recompact.

Furnish and apply single seal coat of MC-3000 asphalt

Furnish, spread and roll Pea Gravel.

\$ 4.65 SY

OR

Type B Work (Option 2)

B. Single seal coat consisting of:

Power broom streets

Furnish and apply single seal coat of MC-3000 asphalt

Furnish, spread and roll Pea Gravel.

\$ 3.45 SY

Cold Mix Patch Material (15 tons or less)

\$ 285.⁰⁰ TON

NOTES:

1. Billing on final units completed.
2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.
3. Prices for 2024 Construction Season, if accepted and mailed back by January 30th, 2024.

*Is this project tax exempt? Yes ___ No ___. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

**Authorized
Signature**

Darrin Tippie

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ **Date** _____

Signature _____ **Date** _____

“Committed to Excellence since 1948”

**PROCLAMATION DECLARING JANUARY 2024
AS HUNGER AWARENESS MONTH**

WHEREAS, the West Branch Lions Club are members of Lions Club International, the largest service organization in the world with 1.4 million members in over 48,000 Lions Clubs in over 205 countries and geographical areas; and

WHEREAS, Lions unite their global service around five areas of need - HUNGER, diabetes, environment, vision, and childhood cancer; and

WHEREAS, the WB Lions hosted successful community wide food packaging events in 2014 and 2021 which resulted in 84,000 and 101,112 meals donated respectively; and

WHEREAS, the WB Lions assisted the WB Boy Scout Troop 156 with their annual Scouting for Food collection events in 2022 and 2023 that resulted in 1,640 and 1,359 items of collected food for the West Branch food pantry; and

WHEREAS, somewhere between 11.5% to 13.9% of local residents are food insecure and that percentage is expected to grow; and

WHEREAS, hunger knows no age limits.

NOW, THEREFORE, be it resolved, that by the authority vested in me as Mayor of the City of West Branch, Iowa, do hereby proclaim January 2024 as Hunger Awareness Month.

Signed and dated this 2nd day of January, 2024.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: January 2, 2024

AGENDA ITEM: First Reading Ordinance 812 – Amending the Code of Ordinances of the City of West Branch, as previously amended, by Changing Sanitary Sewer Rates.

PREPARED BY: City Clerk, Leslie Brick
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DATE: December 22, 2023

SUMMARY:

The City Council passed Ordinance 811 on November 20, 2023 which changed the effective date of the sewer rates to July 1st beginning July 1, 2024 in Chapter 99 Sewer Service Charges (subsection 99.01)

I was alerted by Iowa Codification that subsection 99.02 (Annual Adjustment of Sewer Rates) would also need to be amended and done by ordinance. This ordinance will change subsection 99.02 to also change the effective date from January 1st to July 1st of each year beginning in 2024.

Ordinance 811 intended to change the effective date of the rate increase in sewer rates to July 1st, so I recommend collapsing the second and third reading at the January 16th City Council meeting to expedite the supplement process in order to get the Code updated.

ORDINANCE 812

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, AS PREVIOUSLY AMENDED, BY CHANGING SANITARY SEWER RATES.

WHEREAS, the City Council of the City of West Branch had heretofore deemed it necessary to raise sewer rates to keep up with inflation to ensure that the sewer system can be maintained in a good and working order.

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA, AS FOLLOWS:

Section 1. Amendment. Section 99.02 of the Code of Ordinances of the City of West Branch, Iowa is hereby amended by deleting “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.”

And replacing with:

99.02 Annual Adjustment of Sewer Rates. Effective the first day of **July** 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.

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 _____ day of February, 2024.

First Reading: January 2, 2024
Second Reading:
Third Reading:

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2024.

City Clerk

RESOLUTION 2024-01

**A RESOLUTION AUTHORIZING THE FINANCE OFFICER OR CITY CLERK TO
PAY CERTAIN BILLS PRIOR TO THE CITY COUNCIL'S APPROVAL.**

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

Section 1. The City Council hereby authorizes the Finance Officer or City Clerk to pay the following bills prior to the City Council's approval:

- Utility Deposit Refunds
- Payroll
 - Payroll taxes and other checks relative to the Payroll (such as garnishments, insurance, etc.)
- Postage
- Library bills approved by the Library Board of Trustees
- Trash & Recycling fees
- Conference Expenses
 - Registration fees, mileage, meals, books and lodging
- Employee Reimbursements
- Recording and Filing Fees
- Loan and Bond Payments
- Authorize the Finance Officer or City Clerk to issue checks for immediate payment of amounts due, which if not paid promptly would result in loss of discount, penalty for late fee or additional interest cost.

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

PASSED AND APPROVED, this 2nd day of January 2024.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: January 2, 2024

AGENDA ITEM: Resolution 2024-02 – Approving a 28E Agreement with the City of Mount Vernon for Supplemental Law Enforcement Services
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PREPARED BY: Adam Kofoed, City Administrator

DATE: December 28, 2023

BACKGROUND:

Over the past month, Chief Hanna and I have been coordinating with the City of Mount Vernon to receive assistance with open police shifts. Mount Vernon Council approved a resolution on December 18 to authorize its staff to proceed with a 28e intergovernmental agreement.

The following agreement is a one-year agreement between West Branch and Mount Vernon to pay for supplemental law enforcement services.

It is the intention of the WBPD to fill open shifts with part time officers and county reserve deputies first before soliciting for Mount Vernon services. The rate is \$100/hr. for supplemental law enforcement services.

RESOLUTION #12-18-2023A

RESOLUTION APPROVING A 28E CONTRACTUAL AGREEMENT BETWEEN THE CITY OF MT. VERNON AND THE CITY WEST BRANCH FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

WHEREAS, the City of West Branch is currently experiencing staffing shortages within its police department, and

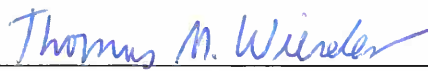
WHEREAS, West Branch has sought temporary staffing help from surrounding police agencies, and

WHEREAS, the Mount Vernon/Lisbon Police Department is in a position to help West Branch in their time of need, and

WHEREAS, the 28E agreement, attached hereto and made a part thereof, outlines the terms and conditions of said arrangement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that the City of Mt. Vernon hereby agrees to the 28E agreement for police services, and authorizes the Mayor to execute said agreement.

APPROVED this 18th day of December, 2023.



Thomas M. Wieseler, Mayor

ATTEST: 

Marsha Dewell, City Clerk

RESOLUTION 2024-02

RESOLUTION APPROVING A 28E AGREEMENT WITH THE CITY OF MOUNT VERNON FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

WHEREAS, the West Branch City Council desires additional police coverage during a temporary police reorganization; and

WHEREAS, the Mount Vernon City Council accepts the terms and conditions for Mount Vernon to provide supplemental law enforcement services; and

WHEREAS, the City has agreed to pay \$100/hour for all hours worked by the Mount Vernon Police Department; and

WHEREAS, to that end, the City Attorney has reviewed a 28E Agreement that requires the approval of both the City Council of West Branch and Mount Vernon; and

WHEREAS, it is in the best interests of the City to approve said 28E Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to file a copy of the fully executed agreement with the Iowa Secretary of State as required by law.

Passed and approved this 2nd day of January, 2024.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

28E Contractual Agreement for Supplemental Law Enforcement Services

WHEREAS, the City of Mount Vernon, Iowa (“Mount Vernon”) and the City of West Branch, Iowa (“West Branch”) desire to enter into a 28E Agreement for Supplemental Law Enforcement Services (“28E Agreement”).

WHEREAS, Mount Vernon and West Branch are public agencies pursuant to Iowa Code section 28E.2.

WHEREAS, West Branch, by and through its Council, desires to enter into a contract with Mount Vernon for Mount Vernon to provide supplemental law enforcement services for West Branch.

WHEREAS, the governing bodies of each agency are desirous of entering into a 28E Agreement, the purpose of which is for Mount Vernon to provide supplemental law enforcement services to West Branch under certain terms and conditions.

1. Parties. This agreement (“Agreement”) is made between the City of West Branch, Iowa (“West Branch”) and Mount Vernon, Iowa (“Mount Vernon”), collectively referred to as the “Parties.”
2. Purpose. It is the purpose of this Agreement to establish the terms and conditions for Mount Vernon to provide supplemental law enforcement services to West Branch under the terms, limitations and conditions set forth in this Agreement.
3. Duration. The duration of this Agreement is January 1, 2024 through December 31, 2024. Thereafter this Agreement will be for a duration of one year, beginning January 1 and ending December 31 of each year unless terminated by either party according to this Agreement as defined in Paragraph 6 below.
4. No Entity Created. No separate legal or administrative entity is created by this Agreement.
5. Financing. West Branch shall be responsible for financing the supplemental law enforcement services from Mount Vernon. West Branch agrees to pay Mount Vernon a rate of \$100.00/hour for all hours worked for police services payable quarterly on the 15th day of the first month of each quarter. The calculations of hours of law enforcement service is determined by the hours spent performing law enforcement services in West Branch, travel time for officers to and from West Branch, in addition to all necessary follow-up work, wherever performed, including, but not limited to, transporting arrestees and completing paperwork associated with arrests and citations taking place in West Branch. Mount Vernon shall determine which hours are regular hours worked and which hours are overtime hours worked based on its collective bargaining agreements and policies.


In addition to the hourly rate, West Branch shall reimburse Mount Vernon mileage for use of all Mount Vernon vehicles driving to and from West Branch, including the travel of the K9 vehicle if the K9 Officer chooses to cover shifts in West Branch. Mileage shall be reimbursed per mile at the current IRS Business Rate.

6. Termination. This agreement may be terminated by either party with thirty (30) days’ written notice (either electronic or hard copy) to the other party.
7. Services to be Provided.

- a. Mount Vernon agrees to provide law enforcement services within the corporate limits of West Branch, which services shall include, but not be limited to, the enforcement of statutes; enforcement of municipal ordinances where applicable; general patrol activities; and the duties and functions of the type customarily rendered by law enforcement officers to enforce the ordinances of the municipal code of West Branch and the statutes of the State of Iowa by duly sworn and certified officers of Mount Vernon. Law enforcement services do not include civil process, including but not limited to the service of legal process or civil ordinance enforcement, or criminal investigations beyond those incidental to responding to a request for service.
 - b. Mount Vernon agrees that it shall provide law enforcement services within the corporate limits of West Branch at times mutually agreed upon by the Police Chief of West Branch and the Police Chief of Mount Vernon when West Branch does not already have an officer on duty and/or when an emergency occurs in the corporate limits of the City of West Branch. Mount Vernon shall not have the duty or obligation to provide law enforcement services to West Branch, and all law enforcement services provided are at the discretion of the Mount Vernon Chief of Police.
 - c. Mount Vernon officers shall attend all law enforcement-related court and administrative hearings upon the request of the West Branch City Attorney or West Branch City Officials. West Branch shall pay the attorneys' fees, court costs, and any other expenses associated with the prosecution of any case initiated by a Mount Vernon officer while providing law enforcement services under this Agreement. West Branch shall pay Mount Vernon pursuant to Paragraph 5 of this Agreement for any time spent by a Mount Vernon officer associated with attending any law enforcement related court and administrative hearings.
 - d. Mount Vernon shall hold West Branch harmless for any liability arising out of Mount Vernon's performance of this contract. West Branch shall, however, remain responsible for any intentional or negligent acts of West Branch, its officers, agents, and/or employees, that result in liability and damages to Mount Vernon or third parties. Both Mount Vernon and Libson shall provide their liability insurance to cover the operation and performance of this contract.
8. Employment and Control. All Mount Vernon Officers shall be employed by the City of Mount Vernon, even when working in West Branch pursuant to this Agreement. Said officers shall remain under control of the Mount Vernon Police Chief and City of Mount Vernon and shall adhere to the policies of the City of Mount Vernon and Mount Vernon Police Department. The discipline of all Mount Vernon officers in matters incident to performance of their services and control of all personnel shall remain with Mount Vernon. Mount Vernon shall also be solely responsible for training, hiring, assignment and other discipline of their employees. Said Officers shall use Mount Vernon equipment while working in West Branch.
9. Liability Insurance. Each of the Parties agree that they shall maintain the same liability insurance coverage they now have in force to insure their respective interest in this contract. Each Party may require proof of insurance and certification of insurance from the other, and compliance with such a request shall not be reasonably withheld.

10. Access. The Parties agree to allow access to records, documents and papers to auditors of West Branch and Mount Vernon as allowed by Iowa Code Chapter 692. Such access shall be allowed until three years after the expiration date of this contract.
11. Nonliability. Mount Vernon and its officers and employees shall not be deemed to assume any liability for intentional negligent acts of West Branch, its officers, or employees. West Branch shall hold Mount Vernon, its officers, and employees harmless from and shall defend Mount Vernon, its officers and employees against any claim for damages resulting therefrom. West Branch shall not assume any liability for direct payment of any salaries, wages, or other compensation to Mount Vernon personnel performing services hereunder for West Branch, or any liability other than provided in the Agreement. West Branch shall not be liable for compensation or indemnity to Mount Vernon for any Mount Vernon employee for injury or sickness arising out of their employment and Mount Vernon agrees to hold West Branch harmless from any such claim.
12. Third Party Claims. West Branch shall not be responsible for any act, injury, or damage arising out of the performance of this contract due solely to the fault or negligence of Mount Vernon. West Branch shall, however, be responsible for any act including acts of negligence, that cause claims to be made against or by Mount Vernon or a third party. Each Party shall be required to defend any action as their interests appear.
13. Consultation with West Branch. The Mount Vernon Police Chief shall make themselves available during normal working business hours to the West Branch City Administrator to discuss law enforcement services being provided to West Branch.
14. Jurisdiction. This agreement shall be interpreted under the laws of the State of Iowa. The Parties agree that any suit, action or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court in Linn County, Iowa, and the Parties consent to the jurisdiction of such court.
15. Entire Agreement. The Parties state that they have obtained the necessary approval and acceptance from their respective governing bodies to enter into this Agreement and that the above provisions constitute the entire and complete Agreement between the Parties on the matter.

For the City of Mount Vernon:




Signature

12/18/2023

Date

For the City of West Branch:



Signature

12-21-23

Date