



**CITY COUNCIL MEETING
MONDAY, FEBRUARY 3, 2025 - 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 January 21, 2025 City Council meeting.
 - b. Approve minutes from the January 21, 2025 City Council Work Session.
 - c. Claims for February 3, 2025.
7. Presentations/Communications/Open Forum
Mundy McCarty, Hoover Presidential Foundation – Presentation on the Community Attraction Tourism (CAT) Grant
8. Public Hearing/Non-Consent Agenda
 - a. **Second Reading Ordinance 822** - Amending the Code of Ordinances of the City of West Branch, Iowa, by adding a new section pertaining to debts subject to the Setoff Program. / Move to action.
 - b. **Resolution 2025-08** – Approving a 28E Agreement with Johnson County regarding the Cedar-Johnson Road Improvements. / Move to action.
 - c. **Resolution 2025-09** – Establishing a new Capital Fund. / Move to action.
 - d. **Resolution 2025-10** - Approving an Agreement with Hoover Presidential Foundation regarding Hoover-Ball. / Move to action.
 - e. **Resolution 2025-11** - Authorizing a Partnership with the Iowa Initiative for Sustainable Communities (IISC), a program of the University of Iowa. / Move to action.
 - f. **Resolution 2025-12** – Setting a date for a Public Hearing on a proposal to enter into a Franchise Agreement with **Linn County Rural Electric Cooperative** for the provision of providing for the distribution, transmission and sale of electricity within the City of West Branch, Iowa; and allowing for the Petition for an Election. / Move to action.
 - g. **Resolution 2025-13** – Setting a date for a Public Hearing on a proposal to enter into a Franchise Agreement with **Alliant Energy** for the provision of providing for the distribution, transmission and sale of electricity within the City of West Branch, Iowa; and allowing for the Petition for an Election. / Move to action.
 - h. **Resolution 2025-14** – Setting a date for a Public Hearing on a proposal to enter into a Franchise Agreement with **Alliant Energy** for the provision of providing for the distribution, transmission and sale of natural gas within the City of West Branch, Iowa; and allowing for the Petition for an Election. / Move to action.
9. Discussion – Request to Hire for Grading of South Water Tower Site
10. Discussion – LMI Housing Programs
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.

Mayor: Roger Laughlin • **Council Members:** Colton Miller, Jodee Stoolman, Tom Dean, Jerry Sexton, Mike Horihan
City Administrator Adam Kofoed • **City Clerk** Leslie Brick • **Finance Officer** Heidi Van Auken • **Police Chief** Greg Hall •
Fire Chief Kevin Stoolman • **Public Works Director** Matt Goodale • **Library Director** Jessica Schafer
Parks & Recreation Director Erin Laughlin

(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**

**January 21, 2025
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, Mike Horihan and Tom Dean. Absent: Jerry Sexton and Jodee Stoolman.

City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, Finance Officer Heidi Van Auken, Deputy Clerk Jessica Brown, Public Works Director Matt Goodale, Fire Chief Kevin Stoolman and Park & Recreation Director Erin Laughlin.

Attending via Zoom: Sergeant Cathy Steen and City Engineer Dave Schechinger.

APPROVE THE AGENDA

Motion by Miller, second by Horihan to approve the agenda. Motion carried on a voice vote.

APPROVE CONSENT AGENDA

Approve minutes from the January 6, 2025 City Council meeting.
Approve minutes from the January 13, 2025 Budget Work session.
West Branch Fire Department membership changes.
Monthly Financial Report for December 2024.
Claims for January 21, 2025.

EXPENDITURES	1/21/2025	
AMAZON.COM	VARIOUS ITEMS-LIBRARY	336.58
BEAN & BEAN	GRAVE OPENINGS	2,600.00
BMI	ANNUAL MUSIC LICENSE	446.00
CEDAR COUNTY RECORDER	RECORDING FEES	67.00
EOCENE ENVIRONMENTAL	WIDENING WAPSI CREEK	210.00
FUSIONSITE MIDWEST	S.S. PORT-O-POTTIES	121.00
HAWKINS	CHEMICALS	4,198.67
IMWCA	IMWCA FY25 INSTALLMENT 7	2,747.00
IOWA ASSN. MUN. UTILITIES	SAFETY TRAINING DUES	978.00
KANOPI	ON DEMAND VIDEO SERVICE	59.00
LRS HOLDINGS	TRASH & RECYCLING DEC 2024	18,785.75
WB MAIN STREET	FY25 MAIN STREET DUES	17,500.00
MENARDS	CUBBY SHED HOOKS-P&R	5.31
MOPPY MO'S	CLEANING SERVICES	735.00
OLSON, KEVIN D	LEGAL SERVICES & REIMBURSEMENT	1,542.00
OMNISITE	SEWER WIRELESS ALARM SERVICE	756.00
PARKSIDE SERVICE	VEHICLE REPAIRS-PW, PD	3,708.31
QC ANALYTICAL SERVICES	LAB ANALYSIS	736.00
THE HOME DEPOT PRO	BLDG SUPPLIES-CITY OFFICE	50.72
TOTAL WATER TREATMENT	WATER TREATMENT TANKS-FIRE	411.00
TYLER TECHNOLOGIES	UB NOTIFICATION FEE	1.10
WEST BRANCH REPAIRS	VEHICLE SERVICE-POLICE	210.15
WEST BRANCH TIMES	LEGAL PUBLICATIONS	515.73
TOTAL		56,720.32
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	1/17/2025	69,350.00
PAID BETWEEN MEETINGS		
SISCO	HEALTH CLAIMS 1/13/2025	115.19
FUSIONSITE MIDWEST	SS PORT-O-POTTIES	121.00
IA FINANCE AUTHORITY	SRF LOANS INTEREST & FEES	93,357.78
SISCO	HEALTH CLAIMS 1/6/2025	1,245.02
ARNOLD MOTOR SUPPLY	VEHICLE SUPPLIES-PW	82.34
AT & T MOBILITY	WIRELESS SERVICE	210.04
CEDAR COUNTY COOP	FUEL-FIRE, PW	1,499.48
CULLIGAN WATER TECH	WATER SOFTENER SERVICE	30.49

HEIMAN FIRE EQUIPMENT	HOSE-FIRE	1,018.56
LEAF CAPITAL FUNDING	COPIER LEASE-LIBRARY	142.02
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,593.12
MIDWEST FRAME & AXLE	SNOW PLOW PARTS	2,023.91
MPEC	VEHICLE/SHOP SUPPLIES-PW	71.85
PYRAMID SERVICES	TREE TRIM EQUIP-PW	987.97
WEX BANK	VEHICLE FUEL	1,298.10
WHITE CAP	SAFETY SUPPLIES-PW	187.00
TOTAL		103,983.87
GRAND TOTAL EXPENDITURES		230,054.19

FUND TOTALS	
001 GENERAL FUND	75,810.80
022 CIVIC CENTER	332.50
031 LIBRARY	5,526.20
110 ROAD USE TAX	9,534.62
112 TRUST AND AGENCY	20,373.79
321 WIDENING WAPSI CREEK	210.00
600 WATER FUND	14,436.78
603 WATER SINKING FUND	6,776.04
610 SEWER FUND	9,922.29
611 SEWER FUND SPECIAL	86,581.74
740 STORM WATER UTILITY	549.43
GRAND FUND TOTAL	230,054.19

REVENUE-FISCAL YEAR 2025
FUND DECEMBER

001 GENERAL FUND	77,329.71
022 CIVIC CENTER	1,065.01
026 SIGNS ACCIONA DONATION	88.21
031 LIBRARY	2,566.58
036 TORT LIABILITY	889.57
110 ROAD USE TAX	28,789.44
112 TRUST & AGENCY	8,142.83
121 LOCAL OPTION SALES TAX	22,345.60
125 TIF	2,688.47
226 DEBT SERVICE	4,168.19
300 CAPITAL IMPROVEMENT RESERVE	1,186.09
501 KROUTH PRINCIPAL FUND	672.67
502 KROUTH INTEREST FUND	314.38
600 WATER FUND	68,948.19
610 SEWER FUND	85,236.05
740 STORM WATER UTILITY	6,057.28
TOTAL	310,488.27

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM – NONE

PUBLIC HEARING / NON-CONSENT AGENDA

First Reading Ordinance 822 - Amending the Code of Ordinances of the City of West Branch, Iowa, by adding a new section pertaining to debts subject to the Setoff Program. Move to action.

Brick explained that by establishing this ordinance and defining the process in which the City attempts to collect bad debts, it will allow the City to participate in the Iowa Department of Revenue Setoff Program. Brick said that currently the City can only collect past due utility balances and that this ordinance will give the City more flexibility to collect other debts when property liens are not an option. The Council had no questions. Motion by Dean, second by Miller to approve the first reading of Ordinance 822. AYES: Dean, Miller, Horihan. NAYS: None. Absent: Sexton and Stoolman. Motion carried.

Resolution 2025-03 – Designating Financial Institutions as Depositories of the City of West Branch funds. / Move to action.

Brick said this resolution increases the depository amount for Fidelity Bank & Trust and that all other institutions limits will remain the same. Brick said that the increase is due in part to increased bond proceeds that the City has received in the past twelve months.

Motion by Dean, second by Miller to approve Resolution 2025-03. AYES: Dean, Miller, Horihan. NAYS: None. Absent: Sexton and Stoolman. Motion carried.

Resolution 2025-05 - Authorizing the purchase of Self-contained Breathing Apparatus and Breathing Air Systems with related equipment, by the City of West Branch, Iowa from MacQueen, to be used by the West Branch Fire Department. / Move to action.

Chief Stoolman said that the departments current air packs were purchased in 2002 and that they are over due for replacement. Chief said that the department tested a couple of different brands and said that the MSA brand was selected. Chief stated that the West Branch Firefighter Foundation fund (which consists of donations and fund-raising dollars) will pay \$50,000 of the total cost to purchase the needed equipment. The Council had no questions.

Motion by Dean, second by Horihan to approve Resolution 2025-05. AYES: Dean, Horihan, Miller. NAYS: None. Absent: Sexton and Stoolman. Motion carried.

Resolution 2025-06 – Approving an Automatic and Mutual Aid Agreement for Fire Protection, Rescue and Emergency Medical Services in and surrounding Johnson County, Iowa. / Move to action.

Chief Stoolman said the City has an agreement for mutual aid with Johnson County currently, but that the County wanted to update the agreement which has been in the works for several years. The Agreement has now been approved by Johnson County and is now ready for the individual cities to approve and adopt. Chief said there really isn't much that has changed and recommended approval.

Motion by Miller, second by Horihan to approve Resolution 2025-06. AYES: Miller, Horihan, Dean. NAYS: None. Absent: Sexton and Stoolman. Motion carried.

Resolution 2025-07 - Authorizing a Partnership with the Iowa Initiative for Sustainable Communities (IISC), a program of the University of Iowa. / Move to action.

Kofoed proposed tabling this item since the full Council was not present to consider. He went on to say that he feels comfortable with IISC providing this service. Miller agreed with tabling the item until the full Council could weigh in since the cost is a significant budget item.

Motion to **table** Resolution 2025-07 by Miller, second by Horihan. AYES: Miller, Horihan, Dean. NAYS: None. Absent: Sexton and Stoolman. Motion carried.

Discussion – Review Solid Waste & Recycling proposals

Brick said that four proposals were received for solid waste and recycling services. Proposals were received from LRS (the city's current provider), ABC Disposal, Republic Service, and Waste Management. Brick presented the proposal information showing proposed monthly costs for each company. Items of note were that all companies proposed an annual increase from 3-5%. Cart options were increased to 95-gallon trash carts and a slight variance in bulk item costs and procedures. ABC Disposal and LRS were present at the meeting for any questions (both being the two least expensive options). Staff asked questions of ABC Disposal regarding their service levels and communication methods and were satisfied with their responses. Laughlin asked if the Council if they had any questions regarding the proposals and the only comment was from Miller who suggested that the City ask the residents what they wanted in some sort of outreach attempt. Brick said a decision was not needed today, but will be planning on a decision at the February 18th meeting so that there is ample time for staff to coordinate any potential changes in vendors.

CITY ADMINISTRATOR REPORT

Kofoed informed the Council that Mundy McCarty from the Hoover Presidential Foundation requested time to speak to the Council at the next regular meeting to talk about the Community Attraction Tourism (CAT) grant that the Foundation will be applying for. Kofoed said that McCarty may be asking the Council for some financial assistance.

CITY ATTORNEY REPORT - Absent

CITY ENGINEER REPORT

Schechinger said final plans are being completed on Cedar-Johnson Road and will be ready to go out to bid in February. He also reported that he had received an update from the DOT regarding the next phase of the I-80 project that will go out to bid at the end of January.

STAFF REPORTS – No reports

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Dean mentioned that a representative from Cedar County EMA will be at the fire station on January 29th at 6:30 p.m. to give an update on the new ambulance service for Cedar County.

ADJOURNMENT

Motion to adjourn by Miller, second by Dean. Motion carried on a voice vote. City Council meeting adjourned at 7:37 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

(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
FY26 Budget Work Session #2**

**January 21, 2025
6:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council FY26 Budget Work Session to order at 6:00 p.m. Roll call: Council members present; Colton Miller, Mike Horihan, and Tom Dean. Absent: Jerry Sexton and Jodee Stoolman.

City Staff present: City Administrator Adam Kofoed, Finance Officer Heidi Van Auken, City Clerk Leslie Brick and Fire Chief Kevin Stoolman.

FY26 Budget Discussion

Kofoed started with his projections for FY26 increases for the following items: wages up 4%, health insurance up 6%, liability insurance up 50% and utility cost up 10%. He noted that additional considerations for the FY26 budget include updating the West Branch Comprehensive plan (\$50,000), planning for the city clerk retirement and replacement, maintaining five police officers, and park improvements. Kofoed said the general fund will be affected by increasing the budgets of the Fire Department, Library, Parks & Rec., and Building Inspections. Kofoed said he is predicting that the property tax levy will \$12.77.

Other discussions centered around tipping fees for solid waste, a balance in the Revolving Loan fund and how to use those monies, potential bonding for the Cedar-Johnson Road Reconstruction project (going out for bid in February), and using road use tax dollars to resurface the roadways in the cemetery.

Van Auken urged the Council to try to keep the tax levy rate down when making budget decisions as well as not to pass on unnecessary charges or fees to the residents.

ADJOURNMENT

Motion to adjourn by Miller, second by Dean. Motion carried on a voice vote. City Council meeting adjourned at 6:48 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 3, 2025

AGENDA ITEM: Claims for February 3, 2025

PREPARED BY: Heidi Van Auken, Finance Officer
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DATE: January 31, 2025

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**2/3/2025**

ACTION SEWER & SEPTIC	CLEAN SEWER LINE	350.00
AMAZON.COM	VARIOUS ITEMS-LIBRARY, P&R	215.52
BAKER & TAYLOR	BOOKS	388.44
BROWN, MANDA	TOWN HALL REFUND	260.00
E O JOHNSON BUSINESS	COPIER MAINTENANCE-CITY	167.43
HAWKINS	CHEMICALS	2,761.10
IOWA ONE CALL	UTILITY LOCATION SERVICE	30.60
MENARDS	LAGOON SUPPLIES, FRIDGE, STOOL	665.49
OVERDRIVE	DIGITAL & AUDIO BOOKS	243.80
PARKSIDE SERVICE	TIRES FOR PW TRUCKS	3,833.28
QUILL	OFFICE SUPPLIES-CITY	132.91
STERICYCLE	SHREDDING SERVICES	91.04
THE HOME DEPOT PRO	TP CLEANER-TH	108.19
VEENSTRA & KIMM	VARIOUS PROJECTS	16,066.50

TOTAL **25,314.30**

**PAYROLL-WAGES, TAXES, EMPLOYEE
BENEFITS**

1/31/2025**55,378.22****PAID BETWEEN MEETINGS**

JOHN DEERE FINANCIAL	UNIFORMS, SUPPLIES, TOOLS	1,089.92
MEDIACOM	CABLE SERVICE	51.90
STATE INDUSTRIAL PRODUCTS	CHEMICALS	257.89
VERIZON WIRELESS	VERIZON WIRELESS	454.71
SISCO	HEALTH CLAIMS 1/21/2025	67.41
METLIFE	INSURANCE PREMIUM	2,391.22
SISCO	INSURANCE PREMIUM	18,674.70
4IMPRINT	POLOS FOR COUNCIL, STAFF	299.47
AERO RENTAL	BOOM LIFT RENTAL-LIGHTS	632.28
ALLIANT ENERGY	ALLIANT ENERGY	20,771.17
BAKER & TAYLOR	BOOKS	125.96
CAPITAL ONE	PROGRAM SUPPLIES-LIB	38.62
E O JOHNSON BUSINESS TECH	COPIER MAINTENANCE-LIB	137.38
LINN COUNTY R.E.C.	STREET LIGHTS	313.08
MOORE'S WELDING	STREET SIGN SUPPLIES	89.47
OVERDRIVE	DIGITAL & AUDIO BOOKS	385.67
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE-LIBRARY	100.00
STATE HYGIENIC LAB	LAB ANALYSIS	87.00
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	4,363.26

TOTAL **50,331.11**

GRAND TOTAL EXPENDITURES**131,023.63**

FUND TOTALS

001 GENERAL FUND	38,920.49
022 CIVIC CENTER	997.69
031 LIBRARY	7,149.11
110 ROAD USE TAX	10,709.13
112 TRUST AND AGENCY	21,697.98
330 EASTSIDE WATER MAINS PH2	865.00
331 CEDAR JOHNSON RD RECON	15,201.50
600 WATER FUND	18,495.39
610 SEWER FUND	16,408.18
740 STORM WATER UTILITY	<u>579.16</u>

GRAND FUND TOTAL

131,023.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARK & RECREATION	GENERAL FUND	THE HOME DEPOT PRO AMAZON.COM.CA., INC.	TRASH BAGS-P&R	37.75
			ELECTRONIC WHISTLES-P&R	33.99
			TOTAL:	71.74
CLERK & TREASURER	GENERAL FUND	QUILL CORP MENARDS E O JOHNSON BUSINESS TECHNOLOGIES STERICYCLE, INC.	OFFICE SUPPLIES-CITY	50.55
			OFFICE SUPPLIES-CITY	19.20
			OFFICE SUPPLIES-CITY	63.16
			FRIDGE, STOOL-CITY OFFICE	598.99
			COPIER MAINTENANCE-CITY	167.43
			SHREDDING SERVICES	91.04
TOTAL:	990.37			
TOWN HALL	CIVIC CENTER	THE HOME DEPOT PRO BROWN, MANDA	TP CLEANER-TH	21.90
			PAPER TOWELS-TH	48.54
			TOWN HALL REFUND	260.00
TOTAL:	330.44			
LIBRARY	LIBRARY	OVERDRIVE INC BAKER & TAYLOR INC. AMAZON.COM.CA., INC.	DIGITAL & AUDIO BOOKS	53.00
			DIGITAL & AUDIO BOOKS	190.80
			BOOKS	58.41
			BOOKS	330.03
			STORYTIME SUPPLIES-LIBRARY	54.38
			DVDS & YOUTH BOOKS-LIB	100.18
			LABELS-LIBRARY	26.97
TOTAL:	813.77			
ROADS & STREETS	ROAD USE TAX	PARKSIDE SERVICE	2022 FORD F550 TIRES	1,916.64
			2020 F-550 FORD TIRES	1,916.64
			TOTAL:	3,833.28
CAPITAL PROJECT	EASTSIDE WATER MAI VEENSTRA & KIMM INC.		EAST SIDE WATER MAINS PH2	509.00
			EAST SIDE WATER MAINS PH2	89.00
			EAST SIDE WATER MAINS PH2	267.00
			TOTAL:	865.00
CAPITAL PROJECT	CEDAR JOHNSON RD R VEENSTRA & KIMM INC.		CEDAR JOHNSON RD RECON	6,877.50
			CEDAR JOHNSON RD RECON	8,324.00
			TOTAL:	15,201.50
WATER OPERATING	WATER FUND	HAWKINS INC.	CHEMICALS	2,761.10
			TOTAL:	2,761.10
SEWER OPERATING	SEWER FUND	IOWA ONE CALL MENARDS ACTION SEWER & SEPTIC SERVICES INC.	UTILITY LOCATION SERVICE	30.60
			LAGOON SUPPLIES	66.50
			CLEAN SEWER LINE	350.00
			TOTAL:	447.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====		
001	GENERAL FUND	1,062.11
022	CIVIC CENTER	330.44
031	LIBRARY	813.77
110	ROAD USE TAX	3,833.28
330	EASTSIDE WATER MAIN PH2	865.00
331	CEDAR JOHNSON RD RECONS	15,201.50
600	WATER FUND	2,761.10
610	SEWER FUND	447.10

	GRAND TOTAL:	25,314.30

TOTAL PAGES: 2



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 3, 2025

AGENDA ITEM: Second Reading Ordinance 822 - Amending the Code of Ordinances of the City of West Branch, Iowa, by adding a new section pertaining to debts subject to the Setoff Program.
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PREPARED BY: City Clerk, Leslie Brick
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DATE: January 22, 2025

BACKGROUND:

For the past several years, the City of West Branch utilized the Income Offset Program through the Iowa Department of Administrative Services (DAS) to collect past due and delinquent utility payments.

In July of 2023, the Iowa Department of Revenue (IDR) took over this program and required each agency to re-apply in order to participate in the offset program. We have been working closely with the IDR to provide the necessary information and meet the requirements of providing the customer due process with repaying debts to the City.

During this process, it was determined that the City could benefit from being able to collect debts for other services should the need arise. This ordinance will provide for the City to collect other debts through the IDR Setoff Program and outline the due process in which the City takes to collect those debts.

This Ordinance will create Chapter 9 – Debt Setoff Program in the West Branch Code of Ordinances.

ORDINANCE NO. 822

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA, BY ADDING A NEW SECTION PERTAINING TO DEBTS SUBJECT TO THE SETOFF PROGRAM

Be It Enacted by the City Council of the City of West Branch, Iowa:

SECTION 1. NEW CHAPTER. The Code of Ordinances of the City of West Branch, Iowa, is amended by adding a new chapter, numbered Chapter 9, entitled DEBT SETOFF PROGRAM

CHAPTER 9 - DEBT SETOFF PROGRAM

SECTION 1. PURPOSE. The purpose of this Chapter is to establish policies and procedures pursuant to Iowa Code 421.65, authorizing the City to invoke the setoff provisions contained therein for debts owing the City and for which the City has afforded the debtor the opportunity to contest the debt.

SECTION 2. DEBTS SUBJECT TO SETOFF CONSTITUTING "QUALIFYING DEBT" PURSUANT TO IOWA CODE 421.65. All debts or charges authorized herein by the City of West Branch Code or otherwise set by Resolution approved by the West Branch City Council shall be deemed "qualifying debts" subject to the provisions of Iowa Code 421.65, for which the City shall provide those procedures as set out herein Chapter 9 of the City Code. Such "qualifying debts" include, but are not limited to the following:

- (a) Past-due or unpaid utility bills – (water, sewer, storm water, garbage and recycling services)
- (b) Unreturned (overdue) or damaged library materials / equipment
- (c) Unreturned or damaged city property / equipment
- (d) Past-due or unpaid parking tickets
- (e) Past-due or unpaid Park & Recreation program fees, park shelter fees, ball diamond rental fees
- (f) Past-due or unpaid pet licenses
- (g) Past-due or unpaid sidewalk repair/replacement costs
- (h) Past-due or unpaid sidewalk snow/ice removal invoices
- (i) Past-due or unpaid mowing invoice
- (j) Past-due or unpaid nuisance abatement invoice
- (k) Past-due or unpaid connection fees, permit fees, private water lines, curb box (shut off), water meters
- (l) Past-due or unpaid false alarm fees
- (m) Past-due or unpaid subdivision/planning fees including engineering fees incurred on behalf of developer/contractor/individual
- (n) Past-due or unpaid cemetery fees and invoices

- (o) Any debt which is in the form of a liquidated sum due, owing, and payable to the clerk of the district court
- (p) Any other liquidated sum certain, owing, and payable to the City of West Branch, Iowa, with respect to which the City has afforded the debtor notice provided herein.

SECTION 3. PROCEDURE FOR CERTIFICATION TO THE IOWA DEPARTMENT OF REVENUE FOR SETOFF. With respect to any debt herein, the City shall provide the debtor fifteen (15) days advance written notice to the debtor's last-known address, affording the debtor a period of fifteen (15) days within which to protest or appeal the delinquency to the Finance Director for the City. If the delinquency is upheld by the Finance Director, or the debtor has not paid the debt within fifteen (15) of the date of the notice, the City may certify the delinquency to the Iowa Department of Revenue for purposes of collection pursuant to Iowa Code 421.65.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, said adjudication shall not affect the validity of the Ordinance as a whole, or any section, provision or part thereof not adjudicated invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved on the ____ day of _____, 2025.

First Reading: January 21, 2025
 Second Reading: February 3, 2025
 Third Reading:

 Roger Laughlin, Mayor

ATTEST:

 Leslie Brick, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2025.

 City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 3, 2025

AGENDA ITEM: Resolution 2025-08 - Approving a 28E Agreement with Johnson County regarding the Cedar-Johnson Road Improvements.
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PREPARED BY: City Attorney, Kevin Olson
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DATE: January 23, 2025

When we first met with officials from Johnson County we had proposed Johnson County conveying the right-of-way to the City of West Branch so that we could use TIF monies to pay for a part of the project.

After review by the Johnson County attorney, Johnson County decided to keep the right-of-way, however, Johnson County consented to the area needed for the Cedar-Johnson Road project to be included the City of West Branch's "area of operation," which allows the City of West Branch to use TIF monies even though the property being used for part of the project will be located in unincorporated Johnson County.

RESOLUTION 2024-08

**RESOLUTION APPROVING A 28E AGREEMENT WITH JOHNSON COUNTY
REGARDING THE CEDAR-JOHNSON ROAD IMPROVEMENTS**

WHEREAS, the City of West Branch is preparing to let improvements for Cedar-Johnson Road, said right-of-way being located in the City and unincorporated Johnson County; and

WHEREAS, the City and Johnson County have agreed to enter into a 28E Agreement whereby Johnson County will allow for construction and the extension of the West Branch Urban Renewal Area into unincorporated Johnson County, declaring said right-of-way to be an “area of operation” pursuant to Section 403.17(4) of the Code of Iowa; and

WHEREAS, the parties have negotiated a 28E Agreement which outlines the obligations of each party as it pertains to the maintenance of the project.

NOW, THEREFORE, It Is Resolved by the 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 hereby directed to execute the agreement on behalf of the City.

Passed and approved this 3rd day of February, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

28E Agreement for the Sharing of Maintenance Responsibilities of Certain Roads By Johnson County and the City of West Branch

- 1. Parties:** This Agreement is made and entered into by and between Johnson County, Iowa (“County”) and the City of West Branch (“City”), (collectively “the Parties”), pursuant to Iowa Code Chapter 28E.12 (2023).
- 2. Recitals:**

WHEREAS both the City and County are public agencies as defined by Section 28E.2 of the Code of Iowa (2023); and

WHEREAS, the City and County previously entered into a 28E Agreement regarding the construction of the roundabout at the intersection of Johnson County Road No. F44 (Herbert Hoover Highway NE) and W. Main Street (City of West Branch) and Cedar-Johnson Road (the “Project”); and

WHEREAS, the parties hereto desire to outline the rights and responsibilities of each party as it pertains to the maintenance and reconstruction of various streets abutting the City and County; and

WHEREAS, the City has proposed to reconstruct Cedar-Johnson Road from the northerly terminus of the Project to the north City limits with said construction occurring in one or more phases; and

WHEREAS, the westerly half of the Cedar-Johnson Road right-of-way is located in unincorporated Johnson County; and

WHEREAS, pursuant to a previous maintenance agreement, the City is responsible for all maintenance/reconstruction on Cedar-Johnson Road north of the Project boundaries to the north city limits; and

WHEREAS, the City and the County wish to enter into an agreement relating to the maintenance of Cedar-Johnson Road and for the maintenance of 350th Street N.E.

IT IS NOW AGREED that, in consideration of the mutual promises and agreements herein contained and upon the following terms and conditions, the City and the County enter into this Agreement providing for cooperative action regarding the proposed reconstruction of Cedar Johnson Road.

3. **Purpose:** The purpose of this Agreement is to outline the maintenance responsibilities for the portion of Cedar-Johnson Road located north and south of the Project; the Project; and 350th Street N.E.
4. **Consideration:** The mutual consideration herein is the agreement of maintenance responsibilities for areas where the entire right-of-way is not clearly located within a single jurisdiction.
5. **No Separate Legal Entity:** No separate legal entity is created by this Agreement.
6. **Administration:** The Johnson County Board of Supervisors, through its Secondary Roads Department, shall administer the County's duties and responsibilities herein. The City Council of West Branch shall administer the City's duties and responsibilities herein.
7. **Filing:** The City shall be responsible for filing this Agreement with the Secretary of State pursuant to Iowa Code § 28E.2 (2023) once it is fully executed.
8. **Cedar-Johnson Road:** In order to assist the City in reconstruction of Cedar-Johnson Road located north of said Project boundaries as an Urban Renewal Project pursuant to Section 403.6 of the Code of Iowa (2023), the County, by execution of this Agreement, hereby consents to the inclusion of the property to be part of the City's "area of operation" pursuant to Section 403.17(4) of the Code of Iowa (2023).

Upon execution of this Agreement, the City shall have the sole responsibility of maintaining Cedar-Johnson Road north of the Project to the north city limits.

County shall be solely responsible for the maintenance of the Level B portion of Cedar-Johnson Road located south of the Project. The City may place gravel surfacing at their discretion to improve access; however, this will not constitute a change in the classification of this portion as a Level B Road.

9. **Maintenance of Roundabout.** Upon execution of this Agreement, the City shall be solely responsible for the routine maintenance of the Project, which specifically includes any portion of the Project located in unincorporated Johnson County. Said routine maintenance responsibilities shall include, but not be limited to, maintenance of the curb and paving improvements, signage, landscaping, lighting improvements (including the payment of electricity for said lighting), pavement markings, snow removal and mowing. County will continue to maintain any signage on County Road F44 located west of the roundabout. Reconstruction or repair costs for those parts of the Project located in unincorporated Johnson County exceeding \$5,000 will be discussed with the County prior to conducting the repairs, the cost of which repairs will be the County's responsibility.
10. **350th Street N.E.** Upon execution of this Agreement, the parties have agreed to the following obligations as it pertains to 350th Street N.E. and its intersection with Cedar-Johnson Road.

- a) The City shall maintain of the entire intersection of 350th Street N.E. and Cedar-Johnson Road, which shall include any signage and pavement markings used for the intersection.
- b) The City shall be responsible for plowing snow on 350th Street N.E. from its intersection with Cedar-Johnson Road to the westerly line of Lot 30, Golf View Heights, Part Two, West Branch, Iowa.
- c) The City shall continue to provide mowing services on the south side of 350th Street N.E. until its intersection with Cedar-Johnson Road.
- d) The parties agree that there is a culvert located near the intersection of 350th Street N.E. and Cedar-Johnson Road. The parties expressly agree that the County shall provide routine maintenance for said culvert, however, if the parties agree that the culvert needs to be repaired and/or replaced and the costs of such repair and/or replacement does not exceed \$8,000, the parties agree to split the costs of said repair and/or replacement. In the event that the cost estimate exceeds \$8,000 for said repair and/or replacement, the parties agree to negotiate with one another in good faith for the cost-sharing of said repair and/or replacement which will need additional approval of the Johnson County Board of Supervisors and the West Branch City Council.

11. Effective date: This Agreement shall be effective when approved and signed by the Johnson County Board of Supervisors and the City Council of West Branch and filed with the Secretary of State as provided in Chapter 28E.8 of the Code of Iowa (2023).

12. Duration: This Agreement shall continue in force until such time as a subsequent agreement supersedes this Agreement or whether one party terminates the agreement by giving written notice of the same no less than 365 days prior to the date of termination.

13. Interpretation and enforcement: Interpretation and enforcement of the Agreement shall be in accordance with Iowa law, Chapter 28E of the Code of Iowa (2023), and statutes respecting the rights and responsibilities of the political subdivisions.

14. Dispute resolution: The parties acknowledge their mutual desire to implement the terms of this Agreement. The parties therefore agree to work diligently and negotiate in good faith to reach any agreements necessary to secure completion of the proposed improvements. Matters in dispute or subject to interpretation shall be first submitted to the parties for resolution prior to either party pursuing administrative or judicial remedies. In the event such matters must be submitted to the parties, they shall be submitted specifically to the City Engineer, as representative for the City, and to the County Engineer, as representative for the County, who will both make a good faith effort to resolve the dispute.

15. Amendment: This Agreement contains the entire Agreement between the Parties hereto and may be amended only in writing which is executed by the County and the City.

16. Severability: If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Notices: Any notice under this Agreement shall be in writing. Notices to the City shall be addressed to: City Clerk, City of West Branch, 110 N. Poplar Street, West Branch, Iowa 52358. Notices to the County shall be addressed to: Chairperson, Johnson County Board of Supervisors, 913 S. Dubuque Street, Iowa City, Iowa 52240.

[signatures on following page]

JOHNSON COUNTY

This Agreement was approved by official action of the Johnson County Board of Supervisors in official session on the _____ day of _____, 2025.

Jon Green, Chairperson
Johnson County Board of Supervisors

ATTEST: _____
Julie Persons, County Auditor

CITY OF WEST BRANCH:

By: _____
Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 3, 2025

AGENDA ITEM: Resolution 2025-09 - Establishing a new Capital Fund
--

PREPARED BY: Finance Officer, Heidi Van Auken
--

DATE: January 27, 2025

SUMMARY:

A new fund is required to be established for all capital projects. The new fund (332) will be used for the W. Main Street Improvements Project.

RESOLUTION 2025-09

RESOLUTION ESTABLISHING A NEW CAPITAL FUND

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

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

Section 1. A Capital Project fund for the W. Main St. Improvements – (Fund 332) is hereby created.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned creation of a new fund is hereby approved.

Passed and approved this 3rd day of February, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 3, 2025

AGENDA ITEM: Resolution 2025-10 - Approving an Agreement with Hoover Presidential Foundation Rrgarding Hoover-Ball.
--

PREPARED BY: Erin Laughlin, Parks and Recreation Director
--

DATE: January 24, 2025

BACKGROUND:

An agreement has already been finalized between MSWB (doing business as Hoover's Hometown Days) and Parks and Recreation for the City to own and manage Hoover-Ball at the annual event. This agreement involves collaboration with the Hoover Presidential Foundation, a key partner in organizing the Hoover-Ball tournaments. It covers items such as granting the City access to necessary equipment, use of the adult tournament courts, and permission to utilize the Hoover-Ball trademark.

RESOLUTION 2025-10

**A RESOLUTION APPROVING AN AGREEMENT WITH HOOVER PRESIDENTIAL
FOUNDATION REGARDING HOOVER-BALL**

WHEREAS, the West Branch Parks and Recreation Director and the Hoover Presidential Foundation have heretofore negotiated an agreement for the splitting of duties and responsibilities for Hoover-Ball at Hoover's Hometown Days; and

WHEREAS, this Agreement (see Exhibit A) requires approval of the City Council.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Council of the City of West Branch that the Agreement is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the agreement on behalf of the City.

Passed and approved this 3rd day of February, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

Hoover's Hometown Days Youth & Adult Hoover-Ball Activities Contract Agreement

The purpose of this agreement is for the City of West Branch Parks and Recreation Department to assist with the execution of Hoover-Ball as part of Hoover's Hometown Days.

This Agreement ("Agreement") is made and entered into as of February 1, 2025, between The City of West Branch (Party A) located at 110 N Poplar St., West Branch, Iowa and the Hoover Presidential Foundation (Party B) located at 127 W Main Steet, West Branch, Iowa, collectively referred to as the "Parties".

1. Services:

Party A agrees to provide the following services:

- Coordinating logistics and managing all activities for Youth and Adult Hoover-Ball tournaments during Hoover's Hometown Days and Youth Camps in advance
- Purchasing new equipment or fixing any equipment needing to be repaired after the contract date begins including but not limited to balls, nets, etc.
- Reimburse Whitney's Wings for all unused balls from the 2024 championships
- Keep the championship trophies updated and kept at a mutually agreed-upon location
- List Party B on insurance for games played on Party B's property
- Storage of all existing equipment

Party B agrees to provide the following:

- Allowing Party A use of the Hoover-Ball courts for Championship games and other Hoover-Ball-related activities as approved by Party B
- Allow Party B use of all existing Hoover-Ball equipment including adult nets, youth nets, ect. for Youth and Adult Hoover-Ball championship games and Youth Camp as well as activities outside the tournament weekend
- Use of balls and nets for non-tournament activities outside the Tournament weekend
- Support advertising (unpaid) of the championship games, in coordination with Part A
- Grants Party A permission to use the Hoover-Ball trademark for the purposes outlined in this agreement
- Maintain and keep the HPF Hoover-Ball webpage up to date, including a link to the HHTD Hoover-Ball webpage

2. Term: This Agreement shall commence on February 1, 2025, and continue until August 31, 2025, unless terminated earlier as provided herein.

3. Payment: No money will be exchanged in consideration for the services provided in this agreement.



4. Termination: Either Party may terminate this Agreement nine (9) months prior to Hoover's Hometown Days by providing written notice to the other Party.

5. Confidentiality: Both Parties agree to maintain the confidentiality of any proprietary or confidential information obtained during the course of this Agreement.

6. Indemnification: Both parties agree to hold the other harmless from and against any and all claims, damages, losses, and expenses arising out of or resulting from this agreement.

7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

8. Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

9. Amendments: This Agreement may only be amended in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Hoover Presidential Foundation

City of West Branch
Mayor Roger Laughlin

Date

Date



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	February 3, 2025
AGENDA ITEM:	Resolution 2025-11 - Authorizing a Partnership with the Iowa Initiative for Sustainable Communities, a program of the University of Iowa
PREPARED BY:	City Administrator, Adam Kofoed
DATE:	January 14, 2025

****This item was tabled from the January 21, 2025 meeting at the request of Councilperson Miller who requested that a full Council be present to consider the item.****

Purpose:

To evaluate the benefits and funding strategy for a one-year partnership with the Iowa Initiative for Sustainable Communities (IISC) through the University of Iowa, compared to alternative planning services.

Comparison of Proposals:

East Central Intergovernmental Association (ECIA): \$35,000 for one comprehensive plan.
University of Iowa IISC: \$50,000 for one comprehensive plan plus nine additional project deliverables. IISC's proposal includes no additional program fees and provides a diverse array of project outputs beyond the comprehensive plan.

Sample Deliverables from IISC:

- Comprehensive Plan (Digital and physical formats)
- Engineered Drawings for a capital improvement project.
- Community Engagement Plan for long-term implementation.
- Water and Sewer Capital Improvement Needs Assessment.
- Storytelling Video to showcase city initiatives and successes.
- Community Art Project (e.g., mural or sculpture) reflecting public feedback.
- Main Street and Downtown Master Plan.
- Collaboration with School District on a specific project.
- Collaboration with National Park Service (NPS) for an initiative.
- Park Revisioning Plan (with potential art elements).
- A second engineered capital improvement project.
- Emergency Services Recruitment and Donation Strategic Plan.
- Many other options depending upon city and student needs.

Cost Breakdown:

Total Fee: \$50,000 Funding Sources:

- \$10,000: Planning and Zoning Budget
- \$8,500: Hotel Motel Tax
- \$15,000: Franchise Fees (contributed by the School District, NPS, and Museum)
- \$5,000: Water Fund
- \$12,000: General Fund (Property Taxes)

This funding strategy significantly reduces reliance on general fund property taxes, leveraging diversified revenue sources to maximize community benefit.

Advantages of IISC Partnership:

Comprehensive Scope:

Beyond a single plan, IISC offers diverse deliverables tailored to community needs.

Cost Efficiency:

Individual projects (e.g., engineered drawings, community art) through standalone contracts could exceed \$15,000 each. Bundling these within the IISC partnership offers significant cost savings.

University Expertise:

Access to multidisciplinary expertise from faculty and students in urban planning, engineering, art, communications, and public administration.

Community Involvement:

Strong emphasis on community engagement ensures projects align with resident needs and values.

Long-Term Impact:

Deliverables such as storytelling videos and community engagement plans enhance civic pride and attract future investment.

Recommendation:

Pursue the one-year partnership with IISC. The additional deliverables, university collaboration, and multi-source funding approach make this an invaluable opportunity to address key community priorities and enhance West Branch's development.

Requested Action:

Council approval to allocate \$50,000 for the partnership with IISC, using the funding strategy outlined above and approve the memorandum of agreement.

Attachments:

Detailed Proposal from IISC

RESOLUTION 2025-11

**RESOLUTION AUTHORIZING A PARTNERSHIP WITH THE IOWA INITIATIVE
FOR SUSTAINABLE COMMUNITIES, A PROGRAM OF THE
UNIVERSITY OF IOWA**

WHEREAS, the City of West Branch continually aspires to improve quality of life for all residents; and

WHEREAS, mutually-beneficial partnerships with public institutions advance the City of West Branch's community goals; and

WHEREAS, the Iowa Initiative for Sustainable Communities is a University of Iowa year-long engagement program built around community-based projects; and

WHEREAS, the City of West Branch was selected by the Iowa Initiative for Sustainable Communities for the 2025-26 academic year; and

WHEREAS, the City of West Branch can expect up to 10 project collaborations with University of Iowa students, faculty, and staff from a variety of disciplines, as outlined in the IISC partnership model, for which the City's total financial contribution would be not more than \$50,000; and

WHEREAS, other local community-based organizations can participate in the partnership and provide financial support; and

WHEREAS, this Memorandum of Agreement (see Exhibit A) requires approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City of West Branch City Council authorizes a formal partnership with the University of Iowa's Iowa Initiative for Sustainable Communities program in the 2025-26 academic year. Further, the Mayor and City Administrator are hereby authorized to execute this Agreement on behalf of the City.

Passed and approved this 3rd day of February, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

MEMORANDUM OF AGREEMENT

Between

The University of Iowa

and

West Branch, Iowa

THIS MEMORANDUM OF AGREEMENT (Agreement), dated for reference purposes the 21st day of January 2025, is made and entered by and between The University of Iowa, Iowa City, Iowa ("University") and West Branch, Iowa ("West Branch").

RECITALS:

WHEREAS, it is the desire of University to enter into an Agreement with West Branch to provide services as outlined in this Agreement, and

WHEREAS, West Branch desires to collaborate with University on the Iowa Initiative for Sustainable Communities (IISC) program in accordance with the terms and conditions as outlined in the IISC Community Partnership Guide documentation, included as supplemental materials,

NOW THEREFORE, in consideration of the promises and the mutual covenants contained therein, the Parties agree as follows:

Unless specifically altered herein, all specifications, requirements, and terms and conditions of the IISC Community Partnership Guide documentation form the basis for and are hereby incorporated into this agreement.

SECTION 1. TERM.

This Agreement shall begin on or about June 01, 2025 and remain in effect through and including June 01, 2026 unless earlier terminated.

University may terminate the Agreement any time within the first ninety (90) days of the initial Term or any and all extension periods should University determine, in its sole discretion, that West Branch is not acting in accordance with the terms and conditions of the Agreement.

West Branch may terminate the Agreement any time within the first ninety (90) days of the initial contract or any and all extension periods should West Branch determine, in its sole discretion, that University is not acting in accordance with the terms and conditions of the Agreement.

SECTION 2. DESCRIPTION OF SERVICES.

University agrees to complete ten (10) or more projects proposed by West Branch and in accordance with the project guidance in the IISC Community Partnership Guide documentation, with the exact number of projects

determined through a project development process in the Summer and Fall of 2025.

SECTION 3. WEST BRANCH AGREES TO:

1. Provide a single point managerial-level contact for University to coordinate all requirements; to be the point of contact for any problems/questions that may arise; meet periodically with University personnel; research information; and deliver special reports as needed or directed by University related to the IISC program.

City's Single Point Contact:

Name: Adam Kofoed

Title: City Administrator, City of West Branch

Email: adam@westbranchiowa.org

Phone: (319) 643-5888

2. Comply with all applicable Federal and State laws.
3. Possess and maintain all applicable licenses necessary to conduct business in the State of Iowa.

SECTION 4. FEE STRUCTURE OR PRODUCT PRICING.

West Branch agrees to pay Fifty Thousand Dollars (\$50,000) throughout the Term. Payment is due according to the following schedule unless otherwise agreed upon by both parties:

- 25% (\$12,500) due upon execution of the Agreement
- 25% (\$12,500) due January 1, 2026
- 50% (\$25,000) due June 1, 2026

SECTION 5: MICELLANEOUS TERMS

Subject to any pertinent obligations to other sponsors, including the provisions of the Bayh-Dole Act, intellectual property which results from this Project which is created solely by University's personnel will be owned by University (University's IP). Intellectual Property resulting from the performance of this Agreement created solely by West Branch' personnel will be owned by West Branch (West Branch' IP). Intellectual Property resulting from the performance of this Agreement and created jointly by University's personnel and West Branch' personnel will be owned jointly by University and West Branch (Joint IP).

Copyrightable materials first created solely by University's personnel in the performance of the work funded under this Agreement shall vest in University. University shall grant to West Branch an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

This Agreement including incorporated addenda shall constitute the entire agreement between the Parties and shall supersede all previous agreements, written or oral. No modification or waiver of any provision shall be valid unless in writing and signed by the Parties.

This Agreement may be amended in writing from time to time by mutual consent of the Parties. All amendments to this Agreement must be fully executed by the Parties.

In the event any portion of this Agreement is found to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain intact. That portion deemed invalid shall be amended in writing to the minimum extent necessary to be considered valid and enforceable.

West Branch may not assign this Agreement without prior written consent of University.

This Agreement shall be governed by the laws of the State of Iowa and applicable Federal law.

University's failure to enforce provisions of this Agreement in whole or in part will not negate the Agreement or the enforcement of provisions at a future time.

The Parties are acting herein as independent. Nothing herein contained shall create or be construed as creating a partnership, joint venture or West Branch relationship between any of the Parties and no Party shall have the authority to bind the other Party in any respect.

The Parties are acting herein as independent contractors. Nothing herein contained shall create or be construed as creating an employment relations, partnership, joint venture, or other relationship between the Parties, including University's students, faculty and staff, and neither Party shall have the authority to bind the other Party in any respect.

University shall provide adequate insurance coverage at all times during the performance of this Agreement for its students, faculty and staff and West Branch shall have no obligation of any kind for such insurance coverage. West Branch acknowledges that University is an entity of the State of Iowa and is self-insured.

With respect to the IISC Community Partner documentation, University agrees only to those exceptions identified below and only those exceptions are binding on the parties. If not addressed below, all other exceptions taken by West Branch are rejected by University and the original IISC Community Partner documentation language is incorporated herein.

Having read and understood this Memorandum of Agreement in witness thereof, the Parties have hereunto signed this Agreement.

The University of Iowa
Business Manager's Office
105 Jessup Hall
Iowa City, IA 52242-2500

City of West Branch
110 N Poplar St
West Branch, IA 52358

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 3, 2025

AGENDA ITEM: Resolution 2025-12 – Setting a date for a Public Hearing on a proposal to enter into a Franchise Agreement with Linn County Rural Electric Cooperative for the provision of providing for the distribution, transmission and sale of electricity within the City of West Branch, Iowa; and allowing for the Petition for an Election.
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PREPARED BY: City Clerk, Leslie Brick
--

DATE: February 1, 2025

This resolution will set a date for a Public Hearing for March 3, 2025 where the City Council will hold a public hearing regarding the proposal to enter into a Franchise Agreement with Linn County Rural Electric Cooperative (REC) to allow REC to distribute, transmit and sell electricity within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

RESOLUTION 2025-12

TO SET A DATE OF MEETING FOR A PUBLIC HEARING ON A PROPOSAL TO ENTER INTO A FRANCHISE AGREEMENT WITH LINN COUNTY RURAL ELECTRIC COOPERATIVE FOR THE PROVISION OF PROVIDING FOR THE DISTRIBUTION, TRANSMISSION AND SALE OF ELECTRICITY WITHIN THE CITY OF WEST BRANCH, IOWA; ASSESSMENT OF A ONE PERCENT FRANCHISE FEE AND ALLOWING FOR THE PETITION FOR AN ELECTION.

WHEREAS, the City Council of the City of West Branch, Iowa is proposing to enter into a Franchise Agreement with Linn County Rural Electric Cooperative (“REC”) for the provision of providing for the distribution, transmission and sale of electricity within the City of West Branch, Iowa; and

WHEREAS, pursuant to Section 364.2 of the Code of Iowa, the City Council has elected to dispense with an election on said proposal to enter into a franchise agreement with REC unless a valid petition is submitted to the City Clerk prior to the public hearing on March 3rd, 2025. If no petition is filed, the City Council intends to commence proceedings to enter into said franchise agreement; and

WHEREAS, a public hearing will be held by the City Council of the City of West Branch in the Council Chambers in the City Hall at 110 N. Poplar Street, at **7:00 o'clock P.M., on Monday, March 3rd, 2025**. Said Public Hearing will be on the proposal to enter into a franchise agreement with Linn County Rural Electric Cooperative (“REC”) to allow REC to distribute, transmit and sell electricity within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

WHEREAS, all interested persons are invited to attend and be heard on the proposal to enter into said franchise agreement with REC. A copy of the franchise agreement is on file in the office of the City Clerk.

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

Section 1. Said Public Hearing will be on the proposal to enter into a franchise agreement with Linn County Rural Electric Cooperative (“REC”) to allow REC to distribute, transmit and sell electricity within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

Section 2. This Council shall meet on the **3rd day of March, 2025**, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., at which time and place a public hearing will be held on the question of entering into a franchise agreement with Linn County REC.

Section 3. The City Clerk is hereby directed to give notice of the proposed action for entering into a Franchise Agreement, the time when and place where the said meeting will be held, by publication at least once, and not less than 4 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City.

Passed and approved this 3rd day of February, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSAL TO ENTER INTO A FRANCHISE AGREEMENT WITH LINN COUNTY RURAL ELECTRIC COOPERATIVE FOR THE PROVISION OF PROVIDING FOR THE DISTRIBUTION, TRANSMISSION AND SALE OF ELECTRICITY WITHIN THE CITY OF WEST BRANCH, IOWA; ASSESSMENT OF A ONE PERCENT FRANCHISE FEE AND ALLOWING FOR THE PETITION FOR AN ELECTION.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the City Council of the City of West Branch in the Council Chambers in the City Hall at 110 N. Poplar Street, at 7:00 o'clock P.M., on **Monday, March 3rd, 2025**. Said Public Hearing will be on the proposal to enter into a franchise agreement with Linn County Rural Electric Cooperative (“REC”) to allow REC to distribute, transmit and sell electricity within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

BE FURTHER ADVISED that pursuant to Section 364.2 of the Code of Iowa, the City Council has elected to dispense with an election on said proposal to enter into a franchise agreement with REC unless a valid petition is submitted to the City Clerk prior to the public hearing on **March 3rd, 2025**. If no petition is filed, the City Council intends to commence proceedings to enter into said franchise agreement.

BE FURTHER ADVISED that all interested persons are invited to attend and be heard on the proposal to enter into said franchise agreement with REC. A copy of the franchise agreement is on file in the office of the City Clerk. Further information on this matter may be obtained by contacting the West Branch City Clerk.

/s/Leslie Brick, City Clerk,
by Direction of the City Council



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 3, 2025

AGENDA ITEM: Resolution 2025-13 – Setting a date for a Public Hearing on a proposal to enter into a Franchise Agreement with Interstate Light and Power Company for the provision of providing for the distribution, transmission and sale of electricity within the City of West Branch, Iowa; and allowing for the Petition for an Election.
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PREPARED BY: City Clerk, Leslie Brick
--

DATE: February 1, 2025

This resolution will set a date for a Public Hearing for March 3, 2025 where the City Council will hold a public hearing regarding the proposal to enter into a Franchise Agreement with Interstate Power and Light Company (IPC) to allow IPC to distribute, transmit and sell electricity within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

RESOLUTION 2025-13

TO SET A DATE OF MEETING FOR A PUBLIC HEARING ON A PROPOSAL TO ENTER INTO A FRANCHISE AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR THE PROVISION OF PROVIDING FOR THE DISTRIBUTION, TRANSMISSION AND SALE OF ELECTRICITY WITHIN THE CITY OF WEST BRANCH, IOWA; ASSESSMENT OF A ONE PERCENT FRANCHISE FEE AND ALLOWING FOR THE PETITION FOR AN ELECTION.

WHEREAS, the City Council of the City of West Branch, Iowa is proposing to enter into a Franchise Agreement with Interstate Power and Light Company (“IPC”) for the provision of providing for the distribution, transmission and sale of electricity within the City of West Branch, Iowa; and

WHEREAS, pursuant to Section 364.2 of the Code of Iowa, the City Council has elected to dispense with an election on said proposal to enter into a franchise agreement with IPC unless a valid petition is submitted to the City Clerk prior to the public hearing on March 3rd, 2025. If no petition is filed, the City Council intends to commence proceedings to enter into said franchise agreement; and

WHEREAS, a public hearing will be held by the City Council of the City of West Branch in the Council Chambers in the City Hall at 110 N. Poplar Street, at **7:00 o'clock P.M., on Monday, March 3rd, 2025**. Said Public Hearing will be on the proposal to enter into a franchise agreement with Interstate Power and Light Company (“IPC”) to allow IPC to distribute, transmit and sell electricity within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

WHEREAS, all interested persons are invited to attend and be heard on the proposal to enter into said franchise agreement with IPC. A copy of the franchise agreement is on file in the office of the City Clerk.

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

Section 1. Said Public Hearing will be on the proposal to enter into a franchise agreement with Interstate Power and Light Company (“IPC”) to allow IPC to distribute, transmit and sell electricity within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

Section 2. This Council shall meet on the **3rd day of March, 2025**, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., at which time and place a public hearing will be held on the question of entering into a franchise agreement with Interstate Power and Light Company.

Section 3. The City Clerk is hereby directed to give notice of the proposed action for entering into a Franchise Agreement, the time when and place where the said meeting will be held, by publication at least once, and not less than 4 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City.

Passed and approved this 3rd day of February, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSAL TO AMEND A FRANCHISE AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR THE PROVISION OF PROVIDING FOR THE DISTRIBUTION, TRANSMISSION AND SALE OF ELECTRICITY WITHIN THE CITY OF WEST BRANCH, IOWA; ASSESSMENT OF A ONE PERCENT FRANCHISE FEE AND ALLOWING FOR THE PETITION FOR AN ELECTION.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the City Council of the City of West Branch in the Council Chambers in the City Hall at 110 N. Poplar Street, at 7:00 o'clock P.M., on **Monday, March 3rd, 2025**. Said Public Hearing will be on the proposal to enter into a franchise agreement with Interstate Power and Light Company ("IPC") to allow IPC to distribute, transmit and sell electricity within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

BE FURTHER ADVISED that pursuant to Section 364.2 of the Code of Iowa, the City Council has elected to dispense with an election on said proposal to amend the franchise agreement with IPC unless a valid petition is submitted to the City Clerk prior to the public hearing on **March 3rd, 2025**. If no petition is filed, the City Council intends to commence proceedings to enter into said franchise agreement.

BE FURTHER ADVISED that all interested persons are invited to attend and be heard on the proposal to amend said franchise agreement with IPC. A copy of the amended franchise agreement is on file in the office of the City Clerk. Further information on this matter may be obtained by contacting the West Branch City Clerk.

/s/Leslie Brick, City Clerk,
by Direction of the City Council



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 3, 2025

AGENDA ITEM: Resolution 2025-14 – Setting a date for a Public Hearing on a proposal to enter into a Franchise Agreement with Interstate Light and Power Company for the provision of providing for the distribution, transmission and sale of natural gas within the City of West Branch, Iowa; and allowing for the Petition for an Election.
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PREPARED BY: City Clerk, Leslie Brick
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DATE: February 1, 2025

This resolution will set a date for a Public Hearing for March 3, 2025 where the City Council will hold a public hearing regarding the proposal to enter into a Franchise Agreement with Interstate Power and Light Company (IPC) to allow IPC to distribute, transmit and sell natural gas within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

RESOLUTION 2025-14

TO SET A DATE OF MEETING FOR A PUBLIC HEARING ON A PROPOSAL TO ENTER INTO A FRANCHISE AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR THE PROVISION OF PROVIDING FOR THE DISTRIBUTION, TRANSMISSION AND SALE OF NATURAL GAS WITHIN THE CITY OF WEST BRANCH, IOWA; ASSESSMENT OF A ONE PERCENT FRANCHISE FEE AND ALLOWING FOR THE PETITION FOR AN ELECTION.

WHEREAS, the City Council of the City of West Branch, Iowa is proposing to enter into a Franchise Agreement with Interstate Power and Light Company (“IPC”) for the provision of providing for the distribution, transmission and sale of natural gas within the City of West Branch, Iowa; and

WHEREAS, pursuant to Section 364.2 of the Code of Iowa, the City Council has elected to dispense with an election on said proposal to enter into a franchise agreement with IPC unless a valid petition is submitted to the City Clerk prior to the public hearing on March 3rd, 2025. If no petition is filed, the City Council intends to commence proceedings to enter into said franchise agreement; and

WHEREAS, a public hearing will be held by the City Council of the City of West Branch in the Council Chambers in the City Hall at 110 N. Poplar Street, at **7:00 o'clock P.M., on Monday, March 3rd, 2025**. Said Public Hearing will be on the proposal to enter into a franchise agreement with Interstate Power and Light Company (“IPC”) to allow IPC to distribute, transmit and sell natural gas within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

WHEREAS, all interested persons are invited to attend and be heard on the proposal to enter into said franchise agreement with IPC. A copy of the franchise agreement is on file in the office of the City Clerk.

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

Section 1. Said Public Hearing will be on the proposal to enter into a franchise agreement with Interstate Power and Light Company (“IPC”) to allow IPC to distribute, transmit and sell natural gas within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

Section 2. This Council shall meet on the **3rd day of March, 2025**, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., at which time and place a public hearing will be held on the question of entering into a franchise agreement with Interstate Power and Light Company.

Section 3. The City Clerk is hereby directed to give notice of the proposed action for entering into a Franchise Agreement, the time when and place where the said meeting will be held, by publication at least once, and not less than 4 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City.

Passed and approved this 3rd day of February, 2025.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSAL TO AMEND A FRANCHISE AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR THE PROVISION OF PROVIDING FOR THE DISTRIBUTION, TRANSMISSION AND SALE OF NATURAL GAS WITHIN THE CITY OF WEST BRANCH, IOWA; ASSESSMENT OF A ONE PERCENT FRANCHISE FEE AND ALLOWING FOR THE PETITION FOR AN ELECTION.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the City Council of the City of West Branch in the Council Chambers in the City Hall at 110 N. Poplar Street, at 7:00 o'clock P.M., on **Monday, March 3rd, 2025**. Said Public Hearing will be on the proposal to amend a franchise agreement with Interstate Power and Light Company ("IPC") to allow IPC to distribute, transmit and sell natural gas within the City of West Branch, Iowa, and said franchise ordinance will assess a one percent (1%) franchise fee.

BE FURTHER ADVISED that pursuant to Section 364.2 of the Code of Iowa, the City Council has elected to dispense with an election on said proposal to amend the franchise agreement with IPC unless a valid petition is submitted to the City Clerk prior to the public hearing on **March 3rd, 2025**. If no petition is filed, the City Council intends to commence proceedings to enter into said franchise agreement.

BE FURTHER ADVISED that all interested persons are invited to attend and be heard on the proposal to amend said franchise agreement with IPC. A copy of the amended franchise agreement is on file in the office of the City Clerk. Further information on this matter may be obtained by contacting the West Branch City Clerk.

/s/Leslie Brick, City Clerk,
by Direction of the City Council



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 3, 2025

AGENDA ITEM: Discussion - Request to Hire for Grading of South Water Tower Site

PREPARED BY: Public Works Director, Matt Goodale

DATE: January 31, 2025

BACKGROUND:

The water tower site has been used for the temporary brush pile as well as for dumping concrete, dirt and other materials from construction activities in town. The eventual plan was to clean up the temporary brush pile after the sewer plant was complete, then grade the entire area and seed. This area would then be maintained as an open lot. This was not something that was budgeted for this year as we did not foresee that we would have the opportunity to do that in this budget.

I was approached this week about an opportunity to combine this project with the I 80 widening and Nordex expansion. Bruce Barnhart is working with contractors to haul dirt, grade and complete work for Nordex from the I 80 project. In the process they will access that area through the city site and will have equipment available and dirt available to complete the city's portion if they are given the approval. As stated there are no funds budgeted so approval would require an amendment to fund this. I spoke with Adam and he suggested we leave this to council to decide. I am passing along the information to give council the opportunity to act on this if so desired. This would come with an estimated \$30,000 price but would likely be the least expensive and least intrusive time to do it with the dirt already there and large equipment being utilized on the adjoining property. I would currently only be able to find minimal funds in the budget to help support this. The I 80/Nordex project would be underway by April and would require us to act immediately if we chose to do so.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 3, 2025

AGENDA ITEM: Discussion – LMI Housing Programs.
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PREPARED BY: City Administrator, Adam Kofoed

DATE: January 24, 2025

Council Packet Staff Sheet: Analysis of Housing Rehabilitation Programs

This document provides an overview of four housing rehabilitation programs, detailing their key features, benefits, and potential drawbacks.

1. Northeastern Wisconsin Community Development Block Grant (CDBG) Housing Rehabilitation & Down Payment Assistance Loan Program

Description: This program offers zero-percent deferred payment loans to low- and moderate-income (LMI) owner-occupied households in ten counties, including Brown, Calumet, Door, Fond du Lac, Kewaunee, Manitowoc, Marinette, Outagamie, Sheboygan, and Winnebago. Eligible projects encompass essential home repairs such as replacing private onsite wastewater treatment systems, updating electrical or plumbing systems, lead paint or asbestos abatement, and roof replacements. Down payment assistance is also available for homebuyers within these counties, excluding entitlement cities.

[Brown County](#)

Pros:

- The most sustainable model where funds should come back to the city.
- Provides financial assistance to LMI homeowners, enhancing housing quality and safety.
- Deferred payment structure alleviates immediate financial burdens on participants.
- Covers a broad range of essential repairs, promoting long-term housing sustainability.
- Includes down payment assistance.

Cons:

- Requires more administrative labor to process loans and monitor home sales. Low to no interest loans do not always get paid back in full.
- Grants are more attractive than no interest loans.
- Deferred loans may become due upon sale or transfer of the property, potentially impacting homeowners' future financial planning.

2. Housing Trust Fund of Johnson County (HTFJC) Home Rehabilitation Program

Description: In partnership with Hills Bank and Trust Company and the East Central Iowa Council of Governments, HTFJC offers grants of approximately \$15,000 to eligible homeowners in Johnson County, excluding Iowa City. The assistance is structured as a five-year forgivable loan, decreasing by 20% annually, and supports necessary home repairs, including emergency fixes, exterior improvements, and accessibility modifications.

[htfjc](#)

Pros:

- Forgivable loan structure incentivizes homeowners to maintain residency, fostering community stability.
- Targets critical repairs and accessibility enhancements, improving living conditions and safety.

Cons:

- For those staying in their home for more than five years, funds will not return to the city. Limited grant amount may not cover extensive rehabilitation needs for some homes.

3. Iowa City Housing Rehabilitation Program

Description: Administered by the City of Iowa City, this program provides financial assistance to low- and moderate-income homeowners for essential repairs and improvements. Funding is available through federally funded Community Development Block Grant (CDBG) and HOME Investment Partnership programs, offering low-interest or no-interest loans and conditional occupancy loans based on the homeowner's repayment capacity. The General Rehabilitation and Improvement Program (GRIP) complements these efforts by offering low-interest loans repayable over 20 years to qualified homeowners on a first-come, first-served basis.

[Johnson County Iowa](#)

Pros:

- Offers flexible financing options tailored to homeowners' financial situations.
- Addresses a wide range of repair and improvement needs, enhancing housing quality.
- GRIP extends assistance beyond federal program limitations, broadening eligibility.

Cons:

- Loan repayment obligations may deter participation from homeowners with limited financial means.
- Application process complexity could pose challenges for some applicants.

4. Iowa Valley Habitat for Humanity's Helping Hands Program

Description: This program focuses on critical repairs and aging-in-place modifications for homeowners in Johnson County. Projects include ramp construction, roof repairs, and modest interior renovations to enhance safety and accessibility. Iowa Valley Habitat for Humanity strives to keep projects affordable, utilizing available grant funds to reduce costs and offering zero-interest loans to minimize financial burdens on homeowners.

Pros:

- Emphasizes safety and accessibility improvements, supporting aging populations.
- Affordable project approach reduces financial strain on homeowners.
- Zero-interest loans make necessary repairs more financially feasible.

Cons:

- Scope may be limited to specific types of repairs, potentially excluding broader rehabilitation needs.
- Dependent on grant availability, which may affect program capacity and consistency.

Conclusion:

Each program offers unique benefits tailored to specific populations and housing needs. Consideration of eligibility criteria, geographic coverage, and the nature of assistance provided is essential when advising constituents or planning community housing initiatives.