



CITY COUNCIL MEETING
MONDAY, MARCH 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 February 18, 2025 City Council meeting.
 - b. Approve the January 2025 Monthly Financial Report.
 - c. Claims for March 3, 2025.
7. Presentations/Communications/Open Forum
 - Forrest Brown – Proposed Trail plan expansion
 - Gwen Senio – Juneteenth significance to the community and event planning
8. Public Hearing/Non-Consent Agenda
 - a. **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.
 - b. **Public Hearing** – on proposal to amend a Franchise Agreement with Interstate Power and Light Company (Alliant Energy) 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.
 - c. **Public Hearing** - on proposal to amend a Franchise Agreement with Interstate Power and Light Company (Alliant Energy) 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.
 - d. **1st Reading Ordinance 823** – Granting to Linn County Rural Electric Cooperative, its successors and assigns, a non-exclusive Twenty-Five-year Franchise to acquire, construct, erect, maintain and operate an electric system in the City of West Branch, Iowa, and to furnish and sell electric energy to the City and its inhabitants, and requiring said company to pay a franchise fee. / Move to action.
 - e. **1st Reading Ordinance 824** – Repealing Ordinance No. 533, and granting to Interstate Power and Light Company, its successors and assigns, a non-exclusive twenty-five-year franchise to acquire, construct, erect, maintain and operate an electric system in the City of West Branch, Iowa and to furnish and sell electric energy to the City and its inhabitants, and requiring said company to pay a franchise fee to the City. / Move to action.
 - f. **1st Reading Ordinance 825** – Repealing Ordinance No. 695 and granting to Interstate Power and Light Company, its successors and assigns, a non-exclusive twenty-five-year franchise to erect, construct, reconstruct, maintain, and operate plant and systems for the distribution of natural gas in the City of West Branch, Iowa and to sell, distribute, and supply natural gas to said City and its inhabitants, and requiring said company to pay a franchise fee to the City. / Move to action.
 - g. **Resolution 2025-23** - Setting a Public Hearing date (April 7, 2025) for the Maximum Proposed Property Tax Levy Rate for Fiscal Year 2026. / Move to action.
 - h. **Resolution 2025-24** - Amending the City of West Branch Schedule of Fees. / Move to action.
 - i. **Resolution 2025-25** – Approving the 2nd Addendum to Agreement U-2023-21139 with the Iowa Department of Transportation. / Move to action.
 - j. **Resolution 2025-26** - Approving a Policy and Procedure for Naming, Co-Naming, and Re-Naming of City-Owned Properties. / Move to action.
 - k. **Resolution 2025-27**– Amending the Employee Handbook (Amendment #3). / Move to action.
9. Discussion – Housing Market Updates
10. City Administrator Report

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

11. City Attorney Report
12. City Engineer Report
13. City Staff Reports
14. Comments from Mayor and Council Members
15. 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**

**February 18, 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, Tom Dean, Jerry Sexton. Absent: Jodee Stoolman.

City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, Public Works Director Matt Goodale, Park & Recreation Director Erin Laughlin and City Engineer Dave Schechinger.

Attending via Zoom: Deputy Clerk Jessica Brown and Sergeant Cathy Steen.

APPROVE THE AGENDA

Motion by Miller, second by Dean to approve the agenda. Absent: Stoolman. Motion carried on a voice vote.

APPROVE CONSENT AGENDA

Approve minutes from the February 3, 2025 City Council meeting.

Approve a Special Event Permit application from the West Branch Lions Club for a VolleyBrr Tournament on March 29, 2025.

Approve a Class E Retail Alcohol License for Casey’s Marketing Company #3463, 615 S. Downey St., West Branch.

Approve a Class C Retail Alcohol License, with Outdoor Service for Eldr LLC. (dba Little Lights on the Lane), 2 Ember Lane, West Branch. **(pending DRAM & fire inspection)**

West Branch Fire Department membership changes.

Approve the Annual Service Proposal and Contract for Whelen Outdoor Warning Sirens Claims for February 18, 2025.

EXPENDITURES	2/18/2025	
AMAZON.COM	VARIOUS PURCHASES-LIBRARY	183.07
BEAVER HEATING AND AIR	SEASONAL FURNACE MAINT-LIB	100.00
BIG COUNTRY SEEDS	ICE MELT BAGS-PW	931.00
BOWERS CUSTOM SERVICES	HAULING SAND-PW	1,778.86
CAPITAL ONE	SUPPLIES, SNACKS, DVD-LIB	297.35
CEDAR COUNTY RECORDER	RECORDING FEES	14.00
CEDAR COUNTY TRANSFER	SHOP WASTE DISPOSAL	25.00
KANOPY	ON DEMAND VIDEO SERVICE	51.00
KIRKWOOD COMM. COLLEGE	CDL CLASS-SIMON, CASE	3,600.00
LRS HOLDINGS	TRASH & RECYCLING JAN 2025	18,698.25
MENARDS	SHOP SUPPLIES-PW	104.84
MGSI, LTD	WINDOW REPAIR DAVE'S WELDING	341.00
MIDWEST FRAME & AXLE	PLOW REPAIR PARTS	112.02
MOPPY MO'S	CLEANING SERVICES	1,015.00
OLSON, KEVIN D	LEGAL SERVICES-FEB 2025	1,500.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	2.49
PYRAMID SERVICES	CHAINSAW SUPPLIES	116.24
STATE HYGIENIC LAB	LAB ANALYSIS	43.50
USA BLUE BOOK	SEWER PLANT FILTERS	294.24
VEENSTRA & KIMM	MEADOWS PT 6 REVIEW	360.00
WB COMMUNITY SCHOOLS	GYM RENTAL	405.00
WEST BRANCH TIMES	LEGAL PUBLICATIONS	503.42
ZIPPY'S SALT BARN	ROAD SALT	8,205.12
TOTAL		38,681.40
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	2/14/2025	61,374.78
PAID BETWEEN MEETINGS		
AT&T MOBILITY	WIRELESS SERVICE	210.04
BAKER & TAYLOR	BOOKS	133.55

HARLESS, VERONICA	SR. FITNESS INTRUCTION	525.00
LEAF CAPITAL FUNDING	COPIER LEASE-LIBRARY	142.02
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,586.53
LINN COUNTY REC	STREET LIGHTS	311.87
WEX BANK	VEHICLE FUEL	1,312.96
SISCO	HEALTH CLAIMS 2/3/2025	305.20
VARIOUS VENDORS	UB REFUNDS	60.20
TOTAL		4,587.37
GRAND TOTAL EXPENDITURES		104,643.55
FUND TOTALS		
001 GENERAL FUND	51,864.61	
022 CIVIC CENTER	367.50	
031 LIBRARY	5,999.59	
110 ROAD USE TAX	20,123.88	
112 TRUST AND AGENCY	11,591.87	
600 WATER FUND	7,134.17	
610 SEWER FUND	7,074.68	
740 STORM WATER UTILITY	487.25	
GRAND FUND TOTAL	104,643.55	

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM - NONE

PUBLIC HEARING / NON-CONSENT AGENDA

Third 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.

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 18th day of February, 2025.

First Reading: January 21, 2025
Second Reading: February 3, 2025
Third Reading: February 18, 2025

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

Motion by Dean, second by Miller to approve the third reading of Ordinance 822. AYES: Dean, Miller, Horihan, Sexton. NAYS: None. Absent: Stoolman. Motion carried.

Resolution 2025-15 – Approving a Professional Service Agreement with Goerdts Inspections and Consultation Services, LLC. / Move to action.

Motion by Sexton, second by Dean to approve Resolution 2025-15. AYES: Sexton, Dean, Horihan, Miller. NAYS: None. Absent: Stoolman. Motion carried.

Resolution 2025-16- Resolution of local support for the renovation of the Herbert Hoover Presidential Library and Museum. / Move to action.

Laughlin asked how the City will pay for the donation and Kofoed replied that the money would come from Hotel/Motel tax.

Motion by Dean, second by Horihan to approve Resolution 2025-16. AYES: Dean, Horihan, Miller, Sexton. NAYS: None. Absent: Stoolman. Motion carried.

Resolution 2025-17 – Approving an Agreement with the West Branch Lions Club for construction of a Pickleball Complex at Cubby Park. / Move to action.

Motion by Miller, second by Dean to approve Resolution 2025-17. AYES: Miller, Dean, Horihan, Sexton. NAYS: None. Absent: Stoolman. Motion carried.

Resolution 2025-18 – Accepting a quote for residential solid waste and recycling collection services with _____ and direct the City Administrator to negotiate a contract. / Move to action.

Laughlin opened the discussion to see where the Council was leaning for either retaining LRS or moving to ABC Disposal, the tow lowest bidders. Kofoed said a recent Facebook poll had citizens split 50/50 on cost vs. quality of service. Sexton asked City Clerk Brick her thoughts on the current service and she responded that although missed trash and recycling services have improved in recent months, office staff still receives complaints regarding delayed cart deliveries and lack of communication when issues occur. Dean voiced his concern over keeping prices low for residents since water and sewer rates will continue to rise as well. Horihan commented that he felt “LRS was doing better” and preferred the low bid over past service issues. Miller said he was torn on the service levels, but also preferred the lower cost to the residents. Kofoed reiterated that either choice in vendors, residents will see a ten percent increase in current costs.

Motion by Miller, second by Dean to accept the quote from LRS and approve Resolution 2025-18. AYES: Miller, Dean, Horihan, Sexton. NAYS: None. Absent: Stoolman. Motion carried.

Resolution 2025-19– Amending the Employee Handbook (Amendment #2). / Move to action.

Brick explained that the Employee Handbook revised in 2024 mainly updated current employment laws and is still under review to make certain sections clearer for supervisor and employee understanding. Brick said the proposed changes were all discussed and approved by the department directors and City Administrator prior to presentation to the Council.

Motion by Dean, second by Miller to approve Resolution 2025-19. AYES: Dean, Miller, Horihan, Sexton. NAYS: None. Absent: Stoolman. Motion carried.

Resolution 2025-20 – Approving a Purchase Agreement with Lee and Patricia Cassabaum for a parcel to be used as a portion of Beranek Drive. / Move to action.

Laughlin said that he and Councilperson Miller had met with Cassabaum to come up with an agreement to end the multi-year dispute over right-of-way issues on Cassabaum's property. The final agreement includes the City purchasing a portion of Cassabaum's property to be used as right-of-way and that the City bear the cost to remove a dilapidated shed from the property and grade his yard where the shed is located. Kofoed said Cassabaum has also requested the City to consider putting up a fence as a barrier to keep people from parking on this property going forward. Dean adamantly refused the request and said the property owner is responsible for making sure people don't park on his property.

Motion by Sexton, second by Horihan to approve Resolution 2025-20. AYES: Sexton, Horihan, Dean, Miller. NAYS: None. Absent: Stoolman. Motion carried.

Resolution 2025-21 - Approving an Easement Encroachment Agreement for Lots 2 through 13, Heritage Hill, Part Two, West Branch, Iowa. /Move to action.

Sexton questioned if the encroachment was for a patio and if Public Works would have issue with access to the water main that lies below the easement area. Schechinger stated that he was consulted regarding the request from the developer which is to be a ten-foot-high, cantilever overhang (not a patio). Schechinger said the request was not idea, it was acceptable and he consulted with Public Works Director Goodale who does not have an issue with the request. Goodale felt the chances that the City would need to access the water main would be slim

Motion by Dean, second by Sexton to approve Resolution 2025-21. AYES: Dean, Sexton, Miller, Horihan. NAYS: None. Absent: Stoolman. Motion carried.

Resolution 2025-22 - Setting a Public Hearing on the plans, specifications, estimate of cost and form of contract; ordering bids and directing notice of the same; all for the Cedar-Johnson Road Reconstruction Project. / Move to action.

Schechinger reviewed the project schedule with the Council and said the public hearing date is scheduled for March 17th and that bids are due by 2:00 p.m. on Thursday, March 13th. The Council will review the bids on March 17th and award the contract for the project at that time.

Motion by Miller, second by Dean to approve Resolution 2025-22. AYES: Miller, Dean, Sexton, Horihan. NAYS: None. Absent: Stoolman. Motion carried.

Discussion – LMI survey City Council on what type of program to implement

Kofoed provided the council with a list of questions to consider to form an LMI program. Kofoed said the City's LMI fund will grow to approximately \$130,000 and when the money is gone, no more funds will be available unless another project generates LMI funds. The council discussed several topics that will assist City Administrator to form a program which will be reviewed and approved by the Council at a later date.

CITY ADMINISTRATOR REPORT – No report

CITY ATTORNEY REPORT – Absent

CITY ENGINEER REPORT

Schechinger said his meeting last week with FEMA was rescheduled to this week and that the email back forth was not effective and that a face-to-face meeting will be held to hash out any remaining issues. He also alerted the Council that there is a new bill being considered in Des Moines regarding on how cities can raise sewer rates which will be a concern for cities who have to upgrade waste water plants in the future and how cities will pay for them. He encouraged the Council to reach out to legislators and get more information and voice their concerns.

STAFF REPORTS

Parks & Rec Director Laughlin said the library will host an author visit (rescheduled from a couple of weeks ago) this Friday. She also mentioned that the new senior fitness program is growing in popularity and it will continue for the foreseeable future. Laughlin also said Parks & Rec will have a kid's super hero program over spring break.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Dean said he was asked by a downtown business if the City could provide more bike racks downtown.

ADJOURNMENT

Motion to adjourn by Miller, second by Dean. Motion carried on a voice vote. City Council meeting adjourned at 7:57 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM: January Monthly Financial Report
--

PREPARED BY: Heidi Van Auken

DATE: February 24, 2025

SUMMARY:

Monthly Financial Report: This report includes revenue, investments, expenditures, and balances for the month of January 2025.

BANK TO BOOK RECONCILIATION				
1/31/2025				
BANK BALANCE @ _____				
	CASH - FIDELITY BANK & TRUST			\$ 8,410,672.47
	CASH - FIDELITY BANK & TRUST - PERPETUAL CARE FUND			\$ 35,490.60
	SUB TOTAL			\$ 8,446,163.07
ADD:	CD'S:	Bank/CD #	Maturity Date	
	ENLOW BUILDING CD	LIBERTY SAVINGS-10447	6/8/2025	\$ 11,602.53
	CEMETERY PERPETUAL CARE	HILLS BANK-30282503	2/11/2025	\$ 105,369.96
	LIBRARY-HANSEN DONATION CD	GREENSTATE-1037 (Old 1034)	8/4/2025	\$ 61,638.56
	LIBRARY-KROUTH PRINCIPAL CD	GREENSTATE-1038 (Old 1035)	9/2/2025	\$ 56,800.92
	LIBRARY-KROUTH INTEREST CD	GREENSTATE-1039 (Old 1036)	9/2/2025	\$ 26,627.79
	GEN FUND-STREETSCAPE-ACCIONA DONATION CD	GREENSTATE-1040 (Old 1033)	12/5/2025	\$ 7,733.02
	SAVINGS ACCOUNTS			
	GENERAL FUND SAVINGS	GREENSTATE-0001		\$ 5.00
	LIBRARY - KROUTH INTEREST	FIDELITY-SAVINGS ACCOUNT		\$ 8,525.54
	LIBRARY - M GRAY SAVINGS	FIDELITY-SAVINGS ACCOUNT		\$ 16,359.41
	TOTAL CD'S & SAVINGS ACCOUNTS			
				\$ 294,662.73
	SUB TOTAL			
				\$ 8,740,825.80
PLUS	O/S DEPOSITS			\$ -
PLUS	ADJUSTMENTS			\$ -
LESS:	O/S CREDIT CARD			\$ -
LESS:	O/S CHECKS			\$ 8,652.19
	ENDING BOOK BALANCE			
				\$ 8,732,173.61
	NON-RECONCILIATION ITEM-CUBBY PARK CONCESSIONS			
				\$ 600.00

CLERK'S REPORT FOR THE MONTH OF JANUARY 2025

DESCRIPTION	CHECKING	INVESTMENT	BEGINNING BALANCE	RECEIPTS	TRANSFER IN	DISBURSED	TRANSFER OUT	NET CHANGE LIABILITIES	CLERK'S BALANCE
GENERAL									
*(001) GENERAL OPERATING FUND	\$ 2,818,760.25	\$ 5.00	\$ 2,818,765.25	\$ 57,443.06		\$ 145,167.17			\$ 2,731,041.14
** FIRE APPARATUS RESERVE	\$ 44,811.50	\$ -	\$ 44,811.50						\$ 44,811.50
POLICE APPARATUS RESERVE	\$ 123,178.95	\$ -	\$ 123,178.95						\$ 123,178.95
PARK & RECREATION RESERVE	\$ 17,340.39	\$ -	\$ 17,340.39						\$ 17,340.39
PUBLIC WORKS RESERVE	\$ 14,660.00	\$ -	\$ 14,660.00						\$ 14,660.00
SIGNS-ACCIONA DTN INVESTMENT	\$ -	\$ 7,733.02	\$ 7,733.02						\$ 7,733.02
PARK EQUIPMENT/RESERVE	\$ 18,000.00	\$ -	\$ 18,000.00						\$ 18,000.00
(022) CIVIC CENTER	\$ 42,561.59	\$ -	\$ 42,561.59	\$ 650.00		\$ 999.75			\$ 42,211.84
(027) MEMORIAL GARDEN PROJECT	\$ 414.00	\$ -	\$ 414.00						\$ 414.00
(028) SPLASH PAD RESERVE	\$ 100.00	\$ -	\$ 100.00						\$ 100.00
(031) LIBRARY	\$ 21,124.69	\$ 98,097.38	\$ 119,222.07	\$ 67.40		\$ 16,611.29			\$ 102,678.18
(036) TORT LIABILITY	\$ (35,738.85)	\$ -	\$ (35,738.85)	\$ 272.68					\$ (35,466.17)
SPECIAL REVENUE									
(110) ROAD USE TAX	\$ 229,798.96	\$ -	\$ 229,798.96	\$ 29,811.93		\$ 21,105.81			\$ 238,505.08
(112) TRUST & AGENCY (EMPLOYEE BENEFITS)	\$ 501,070.91	\$ -	\$ 501,070.91	\$ 4,713.16		\$ 40,365.20			\$ 465,418.87
(119) EMERGENCY TAX FUND	\$ 6,985.02	\$ -	\$ 6,985.02						\$ 6,985.02
(121) LOCAL OPTION SALES TAX	\$ 578,312.42	\$ -	\$ 578,312.42	\$ 35,122.88					\$ 613,435.30
(125) TIF	\$ 407,967.42	\$ -	\$ 407,967.42	\$ 337.95					\$ 408,305.37
(126) TIF LMI MEADOWS PT 4	\$ 83,542.25	\$ -	\$ 83,542.25						\$ 83,542.25
(160) REVOLVING LOAN FUND	\$ 137,082.45	\$ -	\$ 137,082.45						\$ 137,082.45
DEBT SERVICE									
(226) DEBT SERVICE	\$ 374,098.88	\$ -	\$ 374,098.88	\$ 1,433.98					\$ 375,532.86
CAPITAL PROJECTS									
(300) CAPITAL IMPROVEMENT RESERVE	\$ 265,838.42	\$ -	\$ 265,838.42	\$ 363.59					\$ 266,202.01
(304) W MAIN ST STORMWATER IMP	\$ 10,000.00	\$ -	\$ 10,000.00						\$ 10,000.00
(308) PARK IMP - PEDERSEN VALLEY	\$ 14,827.20	\$ -	\$ 14,827.20						\$ 14,827.20
(312) DOWNTOWN EAST REDEVELOPMENT	\$ 172,412.82	\$ -	\$ 172,412.82						\$ 172,412.82
(319) RELOCATION OF WATER & SEWER LINES	\$ (365,572.60)	\$ -	\$ (365,572.60)						\$ (365,572.60)
(321) WIDENING WAPSI CREEK @ BERANEK PARK	\$ 52,709.60	\$ -	\$ 52,709.60			\$ 14,880.00			\$ 37,829.60
(323) I-80 WEST, WATER MAIN RELOCATE	\$ (24,271.48)	\$ -	\$ (24,271.48)						\$ (24,271.48)
(324) WW TREATMT FAC IMP 2021	\$ 77,586.50	\$ -	\$ 77,586.50	\$ 2,413.50					\$ 80,000.00
(326) ROUNDABOUT MAIN & CEDAR	\$ 156,500.72	\$ -	\$ 156,500.72						\$ 156,500.72
(327) SPONSORED WATER QUALITY IMPE 2021	\$ (20,000.00)	\$ -	\$ (20,000.00)						\$ (20,000.00)
(329) EASTSIDE WATER MAINS PH1	\$ 320,331.70	\$ -	\$ 320,331.70						\$ 320,331.70
(330) EASTSIDE WATER MAINS PH2	\$ (135,754.96)	\$ -	\$ (135,754.96)	\$ 136,162.46		\$ 407.50			\$ -
(331) CEDAR JOHNSON RD RECONSTRUCT	\$ (123,366.41)	\$ -	\$ (123,366.41)			\$ 16,995.17			\$ (140,361.58)
PERMANENT									
(500) CEMETERY PERPETUAL FUND	\$ 35,610.60	\$ 104,107.77	\$ 139,718.37	\$ 1,262.19					\$ 140,980.56
(501) KROUTH PRINCIPAL FUND	\$ (0.00)	\$ 56,829.58	\$ 56,829.58						\$ 56,829.58
(502) KROUTH INTEREST FUND	\$ -	\$ 26,627.79	\$ 26,627.79						\$ 26,627.79
ENTERPRISE									
(600) WATER FUND	\$ 499,199.02	\$ -	\$ 499,199.02	\$ 62,333.48		\$ 45,806.11	\$ 10,817.65		\$ 504,908.74
(603) WATER SINKING FUND	\$ 63,368.21	\$ -	\$ 63,368.21	\$ -	\$ 10,817.65				\$ 74,185.86
(610) SEWER FUND	\$ 897,554.00	\$ -	\$ 897,554.00	\$ 83,092.92		\$ 31,820.03	\$ 53,438.47		\$ 895,388.42
(611) SEWER FUND SPECIAL	\$ 861,917.36	\$ -	\$ 861,917.36	\$ -	\$ 53,438.47				\$ 915,355.83
(740) STORM WATER UTILITY	\$ 209,773.25	\$ -	\$ 209,773.25	\$ 6,164.52		\$ 1,449.38			\$ 214,488.39
TOTAL	\$ 8,352,734.78	\$ 293,400.54	\$ 8,646,135.32	\$ 421,645.70	\$ 64,256.12	\$ 335,607.41	\$ 64,256.12	\$ -	\$ 8,732,173.61
O/S CHECKS			\$37,200.54						\$8,652.19
ADJUSTMENTS			\$0.00						\$0.00
O/S DEPOSIT			\$0.00						\$0.00
O/S CREDIT CARD			\$0.00						\$0.00
BANK STATEMENT BALANCE			\$8,683,335.86						\$8,740,825.80

CITY OF WEST BRANCH
 MTD TREASURERS REPORT
 AS OF: JANUARY 31ST, 2025

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	3,044,489.11	57,443.06	145,167.17	2,956,765.00	0.00	0.00	2,956,765.00
011-POLICE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-FIRE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
016-CEMETERY BLDG/EQUIP RES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-PARK & REC RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-PUBLIC WORKS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-CIVIC CENTER	42,561.59	650.00	999.75	42,211.84	0.00	0.00	42,211.84
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	414.00	0.00	0.00	414.00	0.00	0.00	414.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	119,222.07	67.40	16,611.29	102,678.18	0.00	0.00	102,678.18
036-TORT LIABILITY	(35,738.85)	272.68	0.00	(35,466.17)	0.00	0.00	(35,466.17)
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	229,798.96	29,811.93	21,105.81	238,505.08	0.00	0.00	238,505.08
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	501,070.91	4,713.16	40,365.20	465,418.87	0.00	0.00	465,418.87
119-EMERGENCY TAX FUND	6,985.02	0.00	0.00	6,985.02	0.00	0.00	6,985.02
121-OPTION TAX	578,312.42	35,122.88	0.00	613,435.30	0.00	0.00	613,435.30
125-T I F	407,967.42	337.95	0.00	408,305.37	0.00	0.00	408,305.37
126-TIF LMI MEADOWS PT 4	83,542.25	0.00	0.00	83,542.25	0.00	0.00	83,542.25
160-REVOLVING LOAN FUND	137,082.45	0.00	0.00	137,082.45	0.00	0.00	137,082.45
225-TIF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
226-GO DEBT SERVICE	374,098.88	1,433.98	0.00	375,532.86	0.00	0.00	375,532.86
300-CAPITAL IMPROV. RESERVE	265,838.42	363.59	0.00	266,202.01	0.00	0.00	266,202.01
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-W MAIN ST STORMWATER IMP	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	14,827.20	0.00	0.00	14,827.20	0.00	0.00	14,827.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	172,412.82	0.00	0.00	172,412.82	0.00	0.00	172,412.82
313-MAIN ST SIDEWALK-PHASE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314-N FIRST ST IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-MAIN ST WATER MAIN IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
316-I & I LINE/GROUT PH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
317-ORANGE ST 4TH TO 5TH IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-COLLEGE ST & 2ND ST IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
319-RELOCATING WATER & SEWER	(365,572.60)	0.00	0.00	(365,572.60)	0.00	0.00	(365,572.60)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	52,709.60	0.00	14,880.00	37,829.60	0.00	0.00	37,829.60
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL	(24,271.48)	0.00	0.00	(24,271.48)	0.00	0.00	(24,271.48)
324-WW TREATMT FAC IMP 2021	77,586.50	2,413.50	0.00	80,000.00	0.00	0.00	80,000.00
326-ROUNDABOUT MAIN & CEDAR-J	156,500.72	0.00	0.00	156,500.72	0.00	0.00	156,500.72
327-SPONS WATER QUAL IMP 2021	(20,000.00)	0.00	0.00	(20,000.00)	0.00	0.00	(20,000.00)

CITY OF WEST BRANCH
 MTD TREASURERS REPORT
 AS OF: JANUARY 31ST, 2025

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
328-GREENVIEW WATER MAIN NLOO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
329-EASTSIDE WATER MAIN PH1	320,331.70	0.00	0.00	320,331.70	0.00	0.00	320,331.70
330-EASTSIDE WATER MAIN PH2	(135,754.96)	136,162.46	407.50	0.00	0.00	0.00	0.00
331-CEDAR JOHNSON RD RECONS	(123,366.41)	0.00	16,995.17	(140,361.58)	0.00	0.00	(140,361.58)
332-W MAIN ST IMPROVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-CEMETERY PERPETUAL FUND	139,718.37	1,262.19	0.00	140,980.56	0.00	0.00	140,980.56
501-KROUTH PRINCIPAL FUND	56,829.58	0.00	0.00	56,829.58	0.00	0.00	56,829.58
502-KROUTH INTEREST FUND	26,627.79	0.00	0.00	26,627.79	0.00	0.00	26,627.79
600-WATER FUND	499,199.02	62,333.48	56,623.76	504,908.74	0.00	0.00	504,908.74
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	63,368.21	10,817.65	0.00	74,185.86	0.00	0.00	74,185.86
610-SEWER FUND	897,554.00	83,092.92	85,258.50	895,388.42	0.00	0.00	895,388.42
611-SEWER FUND SPECIAL	861,917.36	53,438.47	0.00	915,355.83	0.00	0.00	915,355.83
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	209,773.25	6,164.52	1,449.38	214,488.39	0.00	0.00	214,488.39
950-BC/BS FLEXIBLE BENEFIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	8,646,135.32	485,901.82	399,863.53	8,732,173.61	0.00	0.00	8,732,173.61

*** END OF REPORT ***

CITY OF WEST BRANCH
 YTD TREASURERS REPORT
 AS OF: JANUARY 31ST, 2025

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	2,554,262.88	1,369,155.27	966,653.15	2,956,765.00	0.00	0.00	2,956,765.00
011-POLICE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-FIRE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
016-CEMETERY BLDG/EQUIP RES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-PARK & REC RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-PUBLIC WORKS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-CIVIC CENTER	47,975.35	4,404.34	10,167.85	42,211.84	0.00	0.00	42,211.84
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	414.00	0.00	0.00	414.00	0.00	0.00	414.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	181,478.37	21,365.20	100,165.39	102,678.18	0.00	0.00	102,678.18
036-TORT LIABILITY	5,437.40	41,814.83	82,718.40	(35,466.17)	0.00	0.00	(35,466.17)
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	226,098.00	211,376.98	198,969.90	238,505.08	0.00	0.00	238,505.08
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	463,701.01	257,186.73	255,468.87	465,418.87	0.00	0.00	465,418.87
119-EMERGENCY TAX FUND	6,876.38	108.64	0.00	6,985.02	0.00	0.00	6,985.02
121-OPTION TAX	427,055.46	186,379.84	0.00	613,435.30	0.00	0.00	613,435.30
125-T I F	87,104.96	355,964.94	34,764.53	408,305.37	0.00	0.00	408,305.37
126-TIF LMI MEADOWS PT 4	83,542.25	0.00	0.00	83,542.25	0.00	0.00	83,542.25
160-REVOLVING LOAN FUND	137,082.45	0.00	0.00	137,082.45	0.00	0.00	137,082.45
225-TIF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
226-GO DEBT SERVICE	281,930.83	199,447.03	105,845.00	375,532.86	0.00	0.00	375,532.86
300-CAPITAL IMPROV. RESERVE	210,510.63	55,691.38	0.00	266,202.01	0.00	0.00	266,202.01
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-W MAIN ST STORMWATER IMP	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	14,827.20	0.00	0.00	14,827.20	0.00	0.00	14,827.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	172,412.82	0.00	0.00	172,412.82	0.00	0.00	172,412.82
313-MAIN ST SIDEWALK-PHASE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314-N FIRST ST IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-MAIN ST WATER MAIN IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
316-I & I LINE/GROUT PH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
317-ORANGE ST 4TH TO 5TH IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-COLLEGE ST & 2ND ST IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
319-RELOCATING WATER & SEWER	(365,572.60)	0.00	0.00	(365,572.60)	0.00	0.00	(365,572.60)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	92,690.89	0.00	54,861.29	37,829.60	0.00	0.00	37,829.60
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL	(24,271.48)	0.00	0.00	(24,271.48)	0.00	0.00	(24,271.48)
324-WW TREATMT FAC IMP 2021	62,720.45	109,194.81	91,915.26	80,000.00	0.00	0.00	80,000.00
326-ROUNDAABOUT MAIN & CEDAR-J	160,820.72	0.00	4,320.00	156,500.72	0.00	0.00	156,500.72
327-SPONS WATER QUAL IMP 2021	(20,000.00)	0.00	0.00	(20,000.00)	0.00	0.00	(20,000.00)

CITY OF WEST BRANCH
 YTD TREASURERS REPORT
 AS OF: JANUARY 31ST, 2025

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
328-GREENVIEW WATER MAIN NLOO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
329-EASTSIDE WATER MAIN PH1	320,331.70	0.00	0.00	320,331.70	0.00	0.00	320,331.70
330-EASTSIDE WATER MAIN PH2	(9,093.42)	462,674.37	453,580.95	0.00	0.00	0.00	0.00
331-CEDAR JOHNSON RD RECONS	0.00	0.00	140,361.58	(140,361.58)	0.00	0.00	(140,361.58)
332-W MAIN ST IMPROVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-CEMETERY PERPETUAL FUND	136,532.41	4,448.15	0.00	140,980.56	0.00	0.00	140,980.56
501-KROUTH PRINCIPAL FUND	55,415.55	1,414.03	0.00	56,829.58	0.00	0.00	56,829.58
502-KROUTH INTEREST FUND	25,966.83	660.96	0.00	26,627.79	0.00	0.00	26,627.79
600-WATER FUND	437,396.52	523,145.90	455,633.68	504,908.74	0.00	0.00	504,908.74
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	5,238.35	75,723.55	6,776.04	74,185.86	0.00	0.00	74,185.86
610-SEWER FUND	912,224.35	624,178.57	641,014.50	895,388.42	0.00	0.00	895,388.42
611-SEWER FUND SPECIAL	627,868.28	374,069.29	86,581.74	915,355.83	0.00	0.00	915,355.83
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	221,295.70	42,031.44	48,838.75	214,488.39	0.00	0.00	214,488.39
950-BC/BS FLEXIBLE BENEFIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	7,550,374.24	4,920,436.25	3,738,636.88	8,732,173.61	0.00	0.00	8,732,173.61

*** END OF REPORT ***

PROGRAM EXPENDITURES FOR THE MONTH OF JANUARY 2025

58.33%

FUNCTIONS	BUDGET EXP	MTD EXP	YTD EXP	REMAINING BALANCE	PERCENT OF EXPENSES
PUBLIC SAFETY					
POLICE DEPARTMENT					
GENERAL FUND	\$ 740,370.00	\$ 56,272.91	\$ 307,713.15	\$ 432,656.85	41.56%
TORT LIABILITY	\$ 13,659.00	\$ -	\$ 12,804.44	\$ 854.56	93.74%
TRUST & AGENCY	\$ 146,830.00	\$ 16,334.59	\$ 95,003.40	\$ 51,826.60	64.70%
FIRE DEPARTMENT					
GENERAL FUND	\$ 284,250.00	\$ 3,984.91	\$ 85,546.84	\$ 198,703.16	30.10%
TORT LIABILITY	\$ 22,000.00	\$ -	\$ 30,212.17	\$ (8,212.17)	137.33%
TRUST & AGENCY	\$ 67,901.00	\$ 3,188.48	\$ 26,910.91	\$ 40,990.09	39.63%
BUILDING INSPECTIONS				\$ -	#DIV/0!
GENERAL FUND	\$ 52,990.00	\$ 3,195.28	\$ 26,499.24	\$ 26,490.76	50.01%
TRUST & AGENCY	\$ 12,387.00	\$ 1,102.10	\$ 8,413.24	\$ 3,973.76	67.92%
ANIMAL CONTROL	\$ 4,050.00	\$ -	\$ -	\$ 4,050.00	0.00%
TOTAL PUBLIC SAFETY	\$ 1,344,437.00	\$ 84,078.27	\$ 593,103.39	\$ 751,333.61	44.12%
PUBLIC WORKS					
ROADS & STREETS					
GENERAL FUND	\$ 43,250.00	\$ -	\$ 49,498.50	\$ (6,248.50)	114.45%
TORT LIABILITY	\$ 17,181.00	\$ -	\$ 16,106.20	\$ 1,074.80	93.74%
ROAD USE TAX FUND	\$ 325,174.00	\$ 21,105.81	\$ 198,969.90	\$ 126,204.10	61.19%
TRUST & AGENCY	\$ 67,038.00	\$ 6,536.82	\$ 38,965.69	\$ 28,072.31	58.12%
STREET LIGHTING - GENERAL FUND	\$ 41,000.00	\$ 3,699.17	\$ 21,360.57	\$ 19,639.43	52.10%
SOLID WASTE - GENERAL FUND	\$ 297,028.00	\$ 18,785.75	\$ 145,855.57	\$ 151,172.43	49.10%
TOTAL PUBLIC WORKS	\$ 790,671.00	\$ 50,127.55	\$ 470,756.43	\$ 319,914.57	59.54%
TOTAL HEALTH & SOCIAL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CULTURE & RECREATION					
LIBRARY					
GENERAL FUND	\$ 201,215.00	\$ 16,611.29	\$ 100,165.39	\$ 101,049.61	49.78%
TORT LIABILITY	\$ 5,040.00	\$ -	\$ 7,086.73	\$ (2,046.73)	140.61%
TRUST & AGENCY	\$ 41,151.00	\$ 4,089.75	\$ 23,923.77	\$ 17,227.23	58.14%
PARKS & RECREATION				\$ -	
GENERAL FUND	\$ 235,033.00	\$ 11,738.13	\$ 99,278.50	\$ 135,754.50	42.24%
TORT LIABILITY	\$ 5,000.00	\$ -	\$ 6,200.88	\$ (1,200.88)	124.02%
TRUST & AGENCY	\$ 32,744.00	\$ 3,419.38	\$ 21,007.46	\$ 11,736.54	64.16%
CEMETERY					

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
GENERAL FUND	\$ 93,458.00	\$ 9,475.83	\$ 43,946.12	\$ 49,511.88	47.02%
TORT LIABILITY	\$ 1,547.00	\$ -	\$ 2,174.34	\$ (627.34)	140.55%
TRUST & AGENCY	\$ 27,881.00	\$ 1,886.65	\$ 11,823.94	\$ 16,057.06	42.41%
CIVIC CENTER				\$ -	
GENERAL FUND	\$ 20,900.00	\$ 999.75	\$ 10,167.85	\$ 10,732.15	48.65%
TRUST & AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY & CULTURAL DEV.	\$ 12,500.00	\$ 1,547.39	\$ 3,486.99	\$ 9,013.01	27.90%
LOCAL CABLE ACCESS	\$ 24,395.00	\$ 222.85	\$ 15,142.06	\$ 9,252.94	62.07%
HISTORIC PRESERVATION	\$ 750.00	\$ -	\$ 337.42	\$ 412.58	44.99%
TOTAL CULTURE & RECREATION	\$ 701,614.00	\$ 49,991.02	\$ 344,741.45	\$ 356,872.55	49.14%
COMMUNITY & ECONOMIC DEV.					
ECONOMIC DEVELOPMENT	\$ 40,500.00	\$ 17,500.00	\$ 23,675.00	\$ 16,825.00	58.46%
PLANNING & ZONING	\$ 20,000.00	\$ -	\$ 4,036.26	\$ 15,963.74	20.18%
TIF DEBT SERVICE	\$ 154,887.00	\$ -	\$ 34,764.53	\$ 120,122.47	22.45%
TOTAL COMMUNITY & E.D.	\$ 215,387.00	\$ 17,500.00	\$ 62,475.79	\$ 152,911.21	29.01%
GENERAL GOVERNMENT					
MAYOR & COUNCIL					
GENERAL FUND	\$ 21,500.00	\$ 604.00	\$ 11,845.80	\$ 9,654.20	55.10%
TRUST & AGENCY	\$ 2,906.00	\$ 47.39	\$ 1,047.00	\$ 1,859.00	36.03%
CLERK & TREASURER					
GENERAL FUND	\$ 202,420.00	\$ 14,516.22	\$ 112,024.28	\$ 90,395.72	55.34%
TORT LIABILITY	\$ 5,785.00	\$ -	\$ 8,133.64	\$ (2,348.64)	140.60%
TRUST & AGENCY	\$ 48,187.00	\$ 3,760.04	\$ 28,373.46	\$ 19,813.54	58.88%
LEGAL SERVICES	\$ 27,000.00	\$ 3,624.73	\$ 16,406.85	\$ 10,593.15	60.77%
TOTAL GENERAL GOVERNMENT	\$ 307,798.00	\$ 22,552.38	\$ 177,831.03	\$ 129,966.97	57.78%
GO DEBT SERVICE	\$ 1,326,991.00	\$ -	\$ 105,845.00	\$ 1,221,146.00	7.98%
CAPITAL PROJECTS					
(308) PARK IMPROVEMENTS	\$ 14,827.00	\$ -	\$ -	\$ 14,827.00	0.00%
(321) WIDENING WAPSI CREEK	\$ 800,000.00	\$ 14,880.00	\$ 54,861.29	\$ 745,138.71	6.86%
(324) WW TREATMENT FACILITY 2021	\$ 1,100,000.00	\$ -	\$ 91,915.26	\$ 1,008,084.74	8.36%
(326) ROUNDABOUT MAIN & CEDAR	\$ -	\$ -	\$ 4,320.00	\$ (4,320.00)	#DIV/0!
(330) EASTSIDE WATER MAINS PHASE 2	\$ 1,200,000.00	\$ 407.50	\$ 453,580.95	\$ 746,419.05	37.80%
(331) CEDAR JOHNSON RD RECON	\$ -	\$ 16,995.17	\$ 140,361.58	\$ (140,361.58)	#DIV/0!
TOTAL CAPITAL PROJECTS	\$ 3,114,827.00	\$ 32,282.67	\$ 745,039.08	\$ 2,369,787.92	23.92%

FUNCTIONS	BUDGET EXP	MTD EXP	YTD EXP	REMAINING BALANCE	PERCENT OF EXPENSES
BUSINESS TYPE ACTIVITIES					
WATER FUND	\$ 561,244.00	\$ 45,806.11	\$ 379,910.13	\$ 181,333.87	67.69%
WATER SINKING FUND	\$ 62,870.00	\$ -	\$ 6,776.04	\$ 56,093.96	10.78%
SEWER FUND	\$ 417,142.00	\$ 31,820.03	\$ 266,945.21	\$ 150,196.79	63.99%
SEWER FUND SPECIAL	\$ 641,261.00	\$ -	\$ 86,581.74	\$ 554,679.26	13.50%
STORM WATER UTILITY	\$ 42,326.00	\$ 1,449.38	\$ 48,838.75	\$ (6,512.75)	115.39%
TOTAL BUSINESS TYPE ACTIVITIES	\$ 1,724,843.00	\$ 79,075.52	\$ 789,051.87	\$ 935,791.13	45.75%
NON-DEPARTMENTAL TRANSFERS					
GENERAL FUND	\$ 188,877.00	\$ -	\$ -	\$ 188,877.00	0.00%
LOCAL OPTION SALES TAX	\$ 238,863.00	\$ -	\$ -	\$ 238,863.00	0.00%
TIF	\$ 514,722.00	\$ -	\$ -	\$ 514,722.00	0.00%
WATER FUND	\$ 208,288.00	\$ 10,817.65	\$ 75,723.55	\$ 132,564.45	36.36%
SEWER FUND	\$ 710,805.00	\$ 53,438.47	\$ 374,069.29	\$ 336,735.71	52.63%
TOTAL NON-DEPARTMENTAL TRANSFERS	\$ 1,861,555.00	\$ 64,256.12	\$ 449,792.84	\$ 1,411,762.16	24.16%
TOTAL FOR ALL FUNCTIONS	\$ 11,388,123.00	\$ 399,863.53	\$ 3,738,636.88	\$ 7,649,486.12	32.83%

CITY OF WEST BRANCH
 EXPENDITURES BY ACTIVITY (UNAUDITED)
 AS OF: JANUARY 31ST, 2025

001-GENERAL FUND

58.33% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL NON-PROGRAM	1,861,555.00	64,256.12	449,792.84	24.16	1,411,762.16
TOTAL PUBLIC SAFETY	1,344,437.00	84,078.27	593,103.39	44.12	751,333.61
TOTAL PUBLIC WORKS	790,671.00	50,127.55	470,756.43	59.54	319,914.57
TOTAL HEALTH & SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE & RECREATION	701,614.00	49,991.02	344,741.45	49.14	356,872.55
TOTAL COMMUNITY & ECON DEVELOP	215,387.00	17,500.00	62,475.79	29.01	152,911.21
TOTAL GENERAL GOVERNMENT	307,798.00	22,552.38	177,831.03	57.78	129,966.97
TOTAL DEBT SERVICE	1,326,991.00	0.00	105,845.00	7.98	1,221,146.00
TOTAL CAPITAL PROJECTS	3,114,827.00	32,282.67	745,039.08	23.92	2,369,787.92
TOTAL BUSINESS TYPE/ENTERPRISE	1,724,843.00	79,075.52	789,051.87	45.75	935,791.13
TOTAL EXPENDITURES	11,388,123.00	399,863.53	3,738,636.88	32.83	7,649,486.12



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM: Claims for March 3, 2025
--

PREPARED BY: Heidi Van Auken, Finance Officer
--

DATE: February 26, 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**3/3/2025**

AMAZON.COM	VARIOUS ITEMS	357.24
BAKER & TAYLOR	BOOKS	365.75
COTTERILL, DANIEL	HEALTH PREMIUM REFUND	104.20
CROELL	SAND FOR STREETS	879.32
GOERDT INSPECTION	BLDG INSPECTIONS	1,470.00
LRS HOLDINGS	GARBAGE STICKERS	285.00
LYNCH'S PLUMBING	FAUCET REPAIR-POLICE	126.40
MAINSTAY SYSTEMS OF IOWA	DELL LAPTOP-P&R	1,206.00
STERICYCLE	SHREDDING SERVICES	91.04
THE HOME DEPOT PRO	WALL CLOCK FOR CHAMBERS	39.19
VEENSTRA & KIMM	VARIOUS PROJECTS	49,924.20
WEST BRANCH REPAIRS	VEHICLE SERVICE-POLICE	91.50

TOTAL**54,939.84****PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS****2/28/2025****68,305.85****PAID BETWEEN MEETINGS**

JOHN DEERE FINANCIAL	BLDG SUPPLIES-CITY, POLICE	122.05
MEDIACOM	CABLE SERVICE	41.90
SISCO	HEALTH CLAIMS 2/24/2025	33.25
IA INSURANCE DIVISION	CEMETERY REPORT FILING FEE	121.00
ARNOLD MOTOR SUPPLY	AIR FILTER-PW	35.39
CASSABAUM, LEE & PATRICIA	LAND PURCHASE 1ST PAYMENT	4,750.00
COMPASS MINERALS AMERICA	SALT FOR STREETS	6,904.23
IA DNR	WW TREATMENT OPERATOR CERT	20.00
LEAF CAPITAL FUNDING	COPIER LEASE-CITY OFFICE	396.00
PITNEY BOWES GLOBAL	POSTAGE METER LEASE-LIBRARY	77.37
QC ANALYTICAL SERVICES	LAB ANALYSIS	1,052.00
USA BLUE BOOK	WATER PLANT SUPPLIES	1,445.26
VERIZON WIRELESS	VERIZON WIRELESS	454.71
SISCO	HEALTH CLAIMS 2/18/2025	16.56
CARDCONNECT	ANNUAL SECURITY BUNDLE FEE	249.99
ALLIANT ENERGY	ALLIANT ENERGY	21,405.40
AMAZON.COM	PRIME MEMBERSHIP FEES-LIB, CITY	308.00
ARNOLD MOTOR SUPPLY	TIRE GAUGUE & EXHAUST FL-FIRE	73.27
CEDAR COUNTY COOP	FUEL-PW	1,407.46
CULLIGAN WATER TECH	WATER SOFTENER SERVICE	30.49
FIRE SERVICE TRAINING BUREAU	TRAINING - FIRE	150.00
FRONTLINE PLUS FIRE & RESCUE	WARNING SIRENS MAINT SERVICE	700.00
MOPPY MO'S	CLEANING SERVICES-FIRE	17.50
OVERDRIVE	DIGITAL & AUDIO BOOKS	464.13
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	2,568.85

TOTAL	42,844.81
GRAND TOTAL EXPENDITURES	166,090.50
FUND TOTALS	
001 GENERAL FUND	49,500.67
022 CIVIC CENTER	873.86
031 LIBRARY	6,674.26
110 ROAD USE TAX	15,231.41
112 TRUST AND AGENCY	15,395.39
321 WIDENING WAPSI CREEK	2,288.00
330 EASTSIDE WATER MAIN PH2	89.00
331 CEDAR JOHNSON RD RECONS	43,929.50
600 WATER FUND	16,188.50
610 SEWER FUND	15,391.49
740 STORM WATER UTILITY	<u>528.42</u>
GRAND FUND TOTAL	166,090.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	LYNCH'S PLUMBING INC WEST BRANCH REPAIRS	FAUCET REPAIR-POLICE	126.40
			VEHICLE SERVICE-POLICE	91.50
			TOTAL:	217.90
BUILDING INSPECTIONS	GENERAL FUND	GOERDT INSPECTION & CONSULTATION SERVI	BLDG INSPECTIONS	1,470.00
			TOTAL:	1,470.00
PARK & RECREATION	GENERAL FUND	MAINSTAY SYSTEMS OF IOWA LLC	DELL LAPTOP-P&R	1,206.00
			TOTAL:	1,206.00
ECONOMIC DEVELOPMENT	GENERAL FUND	VEENSTRA & KIMM INC.	BERANEK DR ROW PLAT	2,786.50
			TOTAL:	2,786.50
MAYOR AND COUNCIL	GENERAL FUND	THE HOME DEPOT PRO	WALL CLOCK FOR CHAMBERS	39.19
			TOTAL:	39.19
CLERK & TREASURER	GENERAL FUND	STERICYCLE, INC.	SHREDDING SERVICES	91.04
			TOTAL:	91.04
SOLID WASTE	GENERAL FUND	LRS HOLDINGS, LLC	GARBAGE STICKERS	285.00
			TOTAL:	285.00
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	LOETHEN RODGE CONST REVIEW	244.00
			MEADOWS PT 6 REVIEW	587.20
			TOTAL:	831.20
LIBRARY	LIBRARY	BAKER & TAYLOR INC. AMAZON.COM.CA., INC.	BOOKS	88.23
			BOOKS	277.52
			OFFICE SUPPLIES-LIBRARY	37.10
			BOOKS, DVDS, PROG PLANNING	60.85
			BOOKS, DVDS, PROG PLANNING	65.00
			READING PROG SUPPLIES-LIB	194.29
			TOTAL:	722.99
ROADS & STREETS	ROAD USE TAX	CROELL, INC.	SAND FOR STREETS	879.32
			TOTAL:	879.32
POLICE OPERATIONS	TRUST AND AGENCY	COTTERILL, DANIEL	HEALTH PREMIUM REFUND	104.20
			TOTAL:	104.20
CAPITAL PROJECT	WIDENING WAPSI CRE	VEENSTRA & KIMM INC.	CHANNEL WIDENING FLOOD IMP	2,288.00
			TOTAL:	2,288.00
CAPITAL PROJECT	EASTSIDE WATER MAI	VEENSTRA & KIMM INC.	EAST SIDE WATER MAINS PH2	89.00
			TOTAL:	89.00
CAPITAL PROJECT	CEDAR JOHNSON RD R	VEENSTRA & KIMM INC.	CEDAR JOHNSON RD RECON	43,929.50
			TOTAL:	43,929.50

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

===== FUND TOTALS =====	
001	GENERAL FUND 6,926.83
031	LIBRARY 722.99
110	ROAD USE TAX 879.32
112	TRUST AND AGENCY 104.20
321	WIDENING WAPSI CREEK @ BE 2,288.00
330	EASTSIDE WATER MAIN PH2 89.00
331	CEDAR JOHNSON RD RECONS 43,929.50

	GRAND TOTAL: 54,939.84

TOTAL PAGES: 2

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

OFFICIAL PUBLIC HEARING NOTICE

CITY OF WEST BRANCH, IOWA

NOTICE OF PUBLIC HEARING ON PROPOSED ADOPTION OF AN ORDINANCE GRANTING TO INTERSTATE POWER AND LIGHT COMPANY (ALLIANT ENERGY) A 25-YEAR NON-EXCLUSIVE ELECTRIC FRANCHISE

TO THE RESIDENTS AND CITIZENS OF WEST BRANCH, IOWA

You are hereby notified that the City of West Branch City Council will hold a public hearing on **Monday, March 3, 2025, at 7:00 p.m.** local time in the City Council Chambers at the City Office located at 110 N. Poplar St, West Branch, Iowa, on a proposal to enact an ordinance granting to Interstate Light and Power Company (Alliant Energy) a 25-year non-exclusive franchise to own and operate an electric distribution system and to sell electric energy in the City of West Branch. The ordinance includes a provision for the collection of an electric utility franchise fee of one percent (1%) to replace the Local Option Sales Tax on electric bills of Alliant Energy customers located in the City of West Branch.

Full text of the proposed ordinance is available for review at the City of West Branch City Office. For more information concerning the public hearing please contact the City Clerk at 319-643-5888.

Interested persons are invited to attend the public hearing and to offer comments. Written comments must be received by the City of West Branch City Clerk, City of West Branch, 110 N. Poplar St., West Branch, Iowa 52358 no later than 7:00 p.m. on Monday, March 3, 2025 or delivered before the hearing is closed.

This notice is published at the direction of the West Branch City Council.

Roger Laughlin, Mayor
Attest: Leslie Brick, City Clerk

Published in the West Branch Times on February 20, 2025
and

Posted February 20, 2025 at the West Branch City Office, West Branch Post Office, West Branch Public Library and the city website: westbranchiowa.org

OFFICIAL PUBLIC HEARING NOTICE

CITY OF WEST BRANCH, IOWA

**NOTICE OF PUBLIC HEARING ON PROPOSED ADOPTION OF AN
ORDINANCE GRANTING TO INTERSTATE POWER AND LIGHT COMPANY
(ALLIANT ENERGY) A 25-YEAR NON-EXCLUSIVE NATURAL GAS
FRANCHISE**

TO THE RESIDENTS AND CITIZENS OF WEST BRANCH, IOWA

You are hereby notified that the City of West Branch City Council will hold a public hearing on **Monday, March 3, 2025, at 7:00 p.m.** local time in the City Council Chambers at the City Office located at 110 N. Poplar St, West Branch, Iowa, on a proposal to enact an ordinance granting to Interstate Light and Power Company (Alliant Energy) a 25-year non-exclusive franchise to own and operate a natural gas distribution system and to sell natural gas in the City of West Branch. The ordinance includes a provision for the collection of a natural gas utility franchise fee of one percent (1%) to replace the Local Option Sales Tax on electric and natural gas bills of Alliant Energy customers located in the City of West Branch.

Full text of the proposed ordinance is available for review at the City of West Branch City Office. For more information concerning the public hearing please contact the City Clerk at 319-643-5888.

Interested persons are invited to attend the public hearing and to offer comments. Written comments must be received by the City of West Branch City Clerk, City of West Branch, 110 N. Poplar St., West Branch, Iowa 52358 no later than 7:00 p.m. on Monday, March 3, 2025 or delivered before the hearing is closed.

This notice is published at the direction of the West Branch City Council.

Roger Laughlin, Mayor
Attest: Leslie Brick, City Clerk

Published in the West Branch Times on February 20, 2025
and

Posted February 20, 2025 at the West Branch City Office, West Branch Post Office, West Branch Public Library and the city website: westbranchiowa.org



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM:	1st Reading Ordinance 823 – Granting to Linn County Rural Electric Cooperative, its successors and assigns, a non-exclusive Twenty-Five-year Franchise to acquire, construct, erect, maintain and operate an electric system in the City of West Branch, Iowa, and to furnish and sell electric energy to the City and its inhabitants, and requiring said company to pay a franchise fee.
---------------------	---

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

DATE:	February 18, 2025
--------------	-------------------

This Ordinance will establish 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.

ORDINANCE 823

AN ORDINANCE GRANTING TO LINN COUNTY RURAL ELECTRIC COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE AN ELECTRIC SYSTEM IN THE CITY OF WEST BRANCH, IOWA, AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA:

Section 1. Grant of Franchise. There is hereby granted to Linn County Rural Electric Cooperative, its successors and assigns (the “Company”), the right and franchise, from and after the effective date of this ordinance codified in this chapter, to acquire, construct, operate and maintain in the City of West Branch, Iowa (the “City”), as provided herein, the necessary facilities for the distribution, transmission and sale of electricity for public and private use and to construct and maintain, over, upon, across and under the streets, highways, avenues, alleys and bridges, the necessary facilities, fixtures and equipment for such purposes. The franchise will be effective for twenty-five years beginning with the effective date of this ordinance. Either party may exercise an option to re-evaluate or amend the franchise by providing the other party written notice setting forth its proposed amendments or items that it desires to be re-evaluated no more than 180 days nor less than 90 days prior to the end of the fifteenth year of this franchise period. The purpose of this notice is to expedite discussions between the Company and the City and shall not be an exclusive list of the first party’s issues. Upon delivery of such notice, the City and Company shall meet to attempt to consider the proposed amendments. If the City and Company are unable to agree to amend the ordinance and address other issues by the end of the fifteenth year of the franchise period, either party may terminate the franchise agreement effective on the last day of the fifteenth year of the franchise period. If no written request to amend or terminate the franchise is delivered by either party to the other between 90 and 180 days prior to the end of the fifteenth year of the franchise period, the franchise will continue for another ten (10) years.

Section 2. Nonexclusive Grant. This franchise shall not be exclusive and shall not restrict in any manner the right of the City Council or any governing body of the City in the exercise of any governmental power which it may have or hereafter be authorized or permitted by the laws of the State of Iowa.

Section 3. Limit of Grant. This franchise is limited to electrical service. No other services shall be provided to the public by the Company hereunder.

Section 4. Regulation. The City reserves to itself the right to make reasonable regulation of the Company’s use of the streets and to extend this franchise to other public places upon request of the Company. The Company shall comply with this Code of Ordinances to the extent not inconsistent with the rights, privileges, restrictions and limitation of the Code of Iowa as subsequently amended or changes, and the applicable regulation of the Iowa Utilities Board or applicable federal laws and regulations.

Section 5. Right to Operate and Locate Facilities. The Company shall have the right to erect and maintain all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as excavate and bury conductors and install and place other underground electric system facilities and fixtures for the distribution of electric energy in and through the City. Said facilities shall not unreasonably interfere with the construction of any water pipes, drain or sewer, or the flow of water therefrom, which have been or may hereafter be located by the authority of the City.

Section 6. Obligation to Relocate. The Company shall, at its sole cost and expense, locate and relocate its installations in, on over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting efficient operation of such improvement.

Section 7. Excavation and Restoration. In making any excavations in any street, alley or public place, the Company shall protect the site while work is in progress with guards, barriers or signals, shall not unnecessarily obstruct the use of the streets and shall back fill all openings in such a manner as to prevent settling or depressions in surface, pavement or sidewalk. Company shall restore the site to the condition it was previous to making the excavation.

Section 8. Tree Trimming. The Company is authorized and empowered consistent with this chapter to prune or remove at Company expenses any tree extending into any street, alley, or right-of-way to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning shall be completed in accordance with nationally accepted safety and utility standards, ANSI A300-2001, American National Standard for Tree Care Operations, and ANSI Z133-2006, Pruning, Repairing, Maintaining and Removing Trees and Cutting Brush Safety Program Requirements, or subsequent revisions to these standards.

Section 9. Indemnification. The Company shall indemnify and hold the City harmless at all times during the term of this franchise from and against any and all claims for injury or damage to persons or property caused by the Company's negligence in the construction, erection, operation or maintenance of its properties and activities performed by the Company or its contractors pursuant to this franchise. However, the Company shall not be obligated to defend, indemnify or hold harmless the City for any costs or damages from the negligence of the City, its officers, employees or contractors. In case of any suit at law being commenced at law against the City, upon any claim for damage arising out of any loss, injury, or damage claimed to have been caused by the Company's negligence during installation, improvement, obstruction or excavation in any street, alley or sidewalk in the City, and which installation, improvement, obstruction or excavation was made or left in, under or upon such street, alley or sidewalk by said Company, its agents, contractors or employees, upon being notified in writing by the City of such action or proceeding, the Company shall appear and make proper defense thereto; and if any judgment or decree shall in any such case be rendered against the City therein, the Company agrees to assume, pay and satisfy such judgment or decree, with costs thereof.

Section 10. Eminent Domain. The chapter grants the Company the right to exercise powers of eminent domain without further authorization from the City.

Section 11. Assignment. The Company shall file in the office of the City Clerk written notice of proposed sale, transfer, disposition or assignment of this franchise or change in ownership of the Company.

Section 12. Notice of Default. If either party determines there is a default under this chapter, the other party shall give written notice describing the default in detail, whether a forfeiture or termination of the franchise will be sought and where curable, a reasonable time to sure the default which shall not be less than sixty (60) days or more than one hundred eighty (180) days.

Section 13. Franchise Fee. The City shall impose a one-percent (1%) franchise fee pursuant to the Code of Iowa, on the gross revenue of the Company, minus any uncollectible accounts, derived from the distribution and the retail sale of electricity by the Company to customers within the current or future corporate limits of the City. The City shall work with the Company to develop a methodology and timeline to implement the franchise fee. Subject to the limitation outlined in Section 17 below, at any time during the franchise agreement, the City Council may amend or repeal said franchise fee by adoption of a subsequent ordinance.

Section 14. Franchise Fee Collection. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee. This information shall include but not be limited to a copy of the City's Revenue Purpose Statement and written proof of legal adoption and publication of the Revenue Purpose Statement. City's list of City utility accounts exempt per Iowa law from the franchise fee, signed Nondisclosure Agreement pertaining to the protection of the confidentiality of utility service address information provided by the Company to the City, and the City's verified utility customer service address list.

Section 15. Franchise Fee Administration Costs. The City recognizes that the costs of franchise fee administration are not charged directly to the City and the City and Company agree that the Company may only charge such administrative fees as are provided for in state statute.

Section 16. Annexation. Upon receipt of a final and unappealable order or approval authorizing annexation, or changes in the corporate approval authorizing annexation, or changes in the corporate limits of said City, the City Clerk shall provide written notification by certified mail to an officer of Company of such annexation or change in the limits of said City, and the Company shall apply the franchise fee to its customers who are affected by the annexation or change in the corporate limits of the City, commencing on an agreed upon date which is not less than ninety (90) days from receipt of the information required of the City to implement the franchise fee.

The Company shall have no obligation to collect franchise fees from customers in any annexed area until and unless the following have all be provided to the Company by certified mail; such final and unappealable orders or approvals of the City's list of City utility accounts exempt from

the franchise fee in the annexed area, and the City's verified utility customer service address list for the annexed area.

Section 17. Notice. The City shall give the Company a minimum 6-months prior to the request to implement any adjustment in the percentage of franchise fee to be collected pursuant to Section 14 hereof. The City agrees to modify the level of franchise fees imposed only once in any 24-month period. When any such Ordinance increasing, decreasing, modifying or eliminating the franchise fee shall become effective, billings reflecting the change shall commence on an agreed upon date which is not less than ninety (90) days following written notice to the Company by certified mail. The Company shall not be required to implement such new percentage unless and until it determines that it has received appropriate official documentation of final action by the City Council. In no event may the percentage of franchise fee exceed the statutory amount authorized by Iowa law.

Passed and approved this ____ day of _____, 2025.

First Reading: March 3, 2025

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 _____, 2025.

City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM:	1st Reading Ordinance 824 – Repealing Ordinance No. 533, and granting to Interstate Power and Light Company, its successors and assigns, a non-exclusive twenty-five-year franchise to acquire, construct, erect, maintain and operate an electric system in the City of West Branch, Iowa and to furnish and sell electric energy to the City and its inhabitants, and requiring said company to pay a franchise fee to the City.
---------------------	--

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

DATE:	February 18, 2025
--------------	-------------------

This Ordinance will establish 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.

**CITY OF WEST BRANCH, IOWA
ELECTRIC FRANCHISE**

ORDINANCE NO. 824

AN ORDINANCE REPEALING ORDINANCE NO. 533, AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE AN ELECTRIC SYSTEM IN THE CITY OF WEST BRANCH, IOWA AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of WEST BRANCH, CEDAR County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

This franchise is limited to electrical service. No other services shall be provided to the public by the Company hereunder.

Section 2. The franchise will be effective for twenty-five (25) years from and after its written acceptance by the Company. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Either party may exercise an option to re-evaluate or amend the franchise by providing the other party written notice setting forth its proposed amendments or items that it desires to be re-evaluated no more than 180 days nor less than 90 days prior to the end of the fifteenth year of this franchise period. The purpose of this notice is to expedite discussions between the Company and the City and shall not be an exclusive list of the first party's issues. Upon delivery of such notice, the City and Company shall meet to attempt to consider the proposed amendments. If the City and Company are unable to agree to amend the ordinance and address other issues by the end of the fifteenth year of the franchise period, either party may terminate the franchise agreement effective on the last day of the fifteenth year of the franchise period.

If no written request to amend or terminate the franchise is delivered by either party to the other between 90 and 180 days prior to the end of the fifteenth year of the franchise period, the franchise will continue for another ten (10) years.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement.

If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous five years, the reasonable costs of such relocation will be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide, without charge to the Company, a reasonable alternative location for the Company's facilities as part of its relocation request. The City's obligations under this paragraph shall include paying all costs to procure any necessary easements.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 6. Company operations staff will, at the request of the City, attend an annual meeting with the City to discuss annual and long-term construction planning for the Company and City. This will not replace any periodic meetings needed on specific projects and issues. In addition, the Company will provide advance notice via electronic mail to the City of planned construction projects. However, notwithstanding the foregoing, no advance notice is required for Company's maintenance, upgrading and repair of existing facilities unless said maintenance, upgrading or repair involves excavation of the City's street and sidewalk infrastructure. Advance notice is not required in an emergency. While the Company will make every effort to provide advance notice, failure to provide such notice shall not be deemed a default under this chapter.

Section 7. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Board, as well as all applicable codes and standards referenced therein.

Section 8. During the term of this franchise, the Company shall furnish electric energy in accordance with the applicable regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Board regulatory standards for reliability.

Section 9. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event, service shall be resumed as quickly as is reasonably possible.

Section 10. There is hereby imposed a franchise fee of one percent (1%) upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 11. Either City or Company may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the nonbreaching party that additional time is needed, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law, or if the alleged breach is the result of the actions of a third party or the other party. Neither party shall be excused from performing in accordance with this franchise due to the failure of the other party to insist upon or seek compliance with the franchise terms. Neither party shall be excused from performing in accordance with this franchise due to the failure of the other party to insist upon or seek compliance with the franchise terms.

Section 12. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 13. The expense of the publication of this Ordinance shall be paid by the Company.

Section 14. The Company shall indemnify and hold the City harmless at all times during the term of this franchise from and against any and all claims for injury or damage to persons or property caused by the Company's negligence in the construction, erection, operation or maintenance of its electric system. However, the Company shall not be obligated to defend, indemnify or hold harmless the City for any costs or damages from the negligence of the City, its officers, employees or contractors. In case of any suit at law being commenced at law against the City, upon any claim for damage arising out of any loss, injury, or damage claimed to have been caused by the Company's negligence during installation, improvement, obstruction or excavation in any street, alley or sidewalk in the City, and which installation, improvement, obstruction or excavation was made or left in, under or upon such street, alley or sidewalk by said Company, its agents, contractors or employees, upon being notified in writing by the City of such action or proceeding, the Company shall appear and make proper defense thereto; and if any judgment or decree shall in any such case be rendered against the City therein, the Company agrees to assume, pay and satisfy such judgment or decree, with costs thereof.

Section 15. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the WEST BRANCH City Council on the ___ day of _____, 2025.

First Reading: March 3, 2025
Second Reading:
Third Reading:

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

(CITY SEAL)

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

City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM:	1st Reading Ordinance 825 – Repealing Ordinance No. 695 and granting to Interstate Power and Light Company, its successors and assigns, a non-exclusive twenty-five-year franchise to erect, construct, reconstruct, maintain, and operate plant and systems for the distribution of natural gas in the City of West Branch, Iowa and to sell, distribute, and supply natural gas to said City and its inhabitants, and requiring said company to pay a franchise fee to the City. / Move to action.
---------------------	---

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

DATE:	February 18, 2025
--------------	-------------------

This Ordinance will establish 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.

**CITY OF WEST BRANCH, IOWA
NATURAL GAS FRANCHISE**

ORDINANCE NO. 825

AN ORDINANCE REPEALING ORDINANCE NO. 695 AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN, AND OPERATE PLANT AND SYSTEMS FOR THE DISTRIBUTION OF NATURAL GAS IN THE CITY OF WEST BRANCH, IOWA AND TO SELL, DISTRIBUTE, AND SUPPLY NATURAL GAS TO SAID CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of WEST BRANCH, CEDAR County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right, privilege and non-exclusive franchise for the term of twenty-five (25) years from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City as now or hereafter constituted, for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term "gas" as used in this franchise shall be construed to mean natural gas only.

This franchise is limited to natural gas service. No other services shall be provided to the public by the Company hereunder.

Section 2. The franchise will be effective for twenty-five (25) years from and after its written acceptance by the Company. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Either party may exercise an option to re-evaluate or amend the franchise by providing the other party written notice setting forth its proposed amendments or items that it desires to be re-evaluated no more than 180 days nor less than 90 days prior to the end of the fifteenth year of this franchise period. The purpose of this notice is to expedite discussions between the Company and the City and shall not be an exclusive list of the first party's issues. Upon delivery of such notice, the City and Company shall meet to attempt to consider the proposed amendments. If the City and Company are unable to agree to amend the ordinance and address other issues by the end of the fifteenth year of the franchise period, either party may terminate the franchise agreement effective on the last day of the fifteenth year of the franchise period.

If no written request to amend or terminate the franchise is delivered by either party to the other between 90 and 180 days prior to the end of the fifteenth year of the franchise period, the franchise will continue for another ten (10) years.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement.

If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous five years, the reasonable costs of such relocation will be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide, without charge to the Company, a reasonable alternative location for the Company's facilities as part of its relocation request. The City's obligations under this paragraph shall include paying all costs to procure any necessary easements.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 6. Company operations staff will, at the request of the City, attend an annual meeting with the City to discuss annual and long-term construction planning for the Company and City. This will not replace any periodic meetings needed on specific projects and issues. In addition, the Company will provide advance notice via electronic mail to the City of planned construction projects. However, notwithstanding the foregoing, no advance notice is required for Company's maintenance, upgrading and repair of existing facilities unless said maintenance, upgrading or repair involves excavation of the City's street and sidewalk infrastructure. Advance notice is not

required in an emergency. While the Company will make every effort to provide advance notice, failure to provide such notice shall not be deemed a default under this chapter.

Section 7. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 8. There is hereby imposed a franchise fee of one percent (1%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 9. Either City or Company may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the nonbreaching party that additional time is needed, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law, or if the alleged breach is the result of the actions of a third party or the other party. Neither party shall be excused from performing in accordance with this franchise due to the failure of the other party to insist upon or seek compliance with the franchise terms. Neither party shall be excused from performing in accordance with this franchise due to the failure of the other party to insist upon or seek compliance with the franchise terms.

Section 10. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 11. The expense of the publication of this Ordinance shall be paid by the Company.

Section 12. The Company shall indemnify and hold the City harmless at all times during the term of this franchise from and against any and all claims for injury or damage to persons or property caused by the Company's negligence in the construction, erection, operation or maintenance of its natural gas system. However, the Company shall not be obligated to defend, indemnify or hold harmless the City for any costs or damages from the negligence of the City, its officers, employees or contractors. In case of any suit at law being commenced at law against the City, upon any claim for damage arising out of any loss, injury, or damage claimed to have been caused by the Company's negligence during installation, improvement, obstruction or excavation in any street, alley or sidewalk in the City, and which installation, improvement, obstruction or excavation was made or left in, under or upon such street, alley or sidewalk by said Company, its agents, contractors or employees, upon being notified in writing by the City of such action or proceeding, the Company shall appear and make proper defense thereto; and if any judgment or decree shall in any such case be rendered against the City therein, the Company agrees to assume, pay and satisfy such judgment or decree, with costs thereof.

Section 13. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the WEST BRANCH City Council on the ___ day of _____, 2025.

First Reading: March 3, 2025
Second Reading:
Third Reading:

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

(CITY SEAL)

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

City Clerk



REQUEST FOR CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM: Resolution 2025-23 – Setting a Public Hearing date (April 7, 2025) for the Maximum Proposed Property Tax Levy rate for Fiscal Year 2026.

PREPARED BY: City Clerk, Leslie Brick
--

DATE: February 18, 2025

BACKGROUND:

The State Code requires a public hearing and notice to be given to residents of the taxing district. This notice must be published not less than 10 days and not more than 20 days in the local newspaper, city website and city social media sites. Publish date of notice will be March 20, 2025.

Said public hearing for the FY2026 Max Levy is scheduled for **April 7, 2025 at 6:30 p.m.**, at a “Special” City Council meeting, City Council Chambers, 110 N. Poplar St. West Branch, IA.

RESOLUTION 2025-23

**A RESOLUTION SETTING A PUBLIC HEARING DATE (APRIL 7, 2025) FOR THE
MAXIMUM PROPOSED PROPERTY TAX LEVY RATE FOR FISCAL YEAR 2026**

WHEREAS, The State of Iowa law now requires all cities to pass a resolution establishing their maximum property tax dollars to certify for levy, post notification and hold a public hearing and vote; and

WHEREAS, the notice of public hearing and proposed maximum property tax dollars is required to be published no less than ten (10) but no more than twenty (20) days prior to the date of the hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, hereby orders a public hearing and notice thereof to be held on **April 7, 2025** at **6:30 p.m.** at 110 N. Poplar Street, West Branch, Iowa on the Fiscal Year 2026 maximum proposed property tax levy rate.

Roll Call Vote:

Mike Horihan	– AYE / NAY / ABSENT
Jodee Stoolman	– AYE / NAY / ABSENT
Colton Miller	– AYE / NAY / ABSENT
Tom Dean	– AYE / NAY / ABSENT
Jerry Sexton	– AYE / NAY / ABSENT

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

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM: Resolution 2025-24 – Amending the City of West Branch Schedule of Fees.

PREPARED BY: City Clerk, Leslie Brick
--

DATE: February 19, 2025

BACKGROUND:

Due to recent changes in our Building Inspector employment status, it has come to light that some fees are in need of an update to cover the cost for inspection services.

The following changes are suggested (in RED): no Code update required

ELECTRICAL, MECHANICAL AND PLUMBING PERMIT FEES

<u>Dollar Volume of Work</u>	<u>Permit Fee</u>
\$1 - \$5,000	\$50
\$5,001-\$25,000	\$75
\$25,001-\$50,000	\$100
\$50,001-\$75,000	\$125
\$75,001-\$100,000	\$150
\$100,001-\$125,000	\$175
Add \$25.00 per every \$25,000 of valuation thereafter	

****The above increase is from \$25 to \$50**

RESOLUTION 2025-24

RESOLUTION AMENDING THE CITY OF WEST BRANCH SCHEDULE OF FEES

WHEREAS, the City Administrative Staff has made recommendations for new administrative fees listed on Exhibit “A”; and

WHEREAS, Council has determined that the fees included in the West Branch Schedule of Fees are appropriate and are reasonably related to the purpose for which such fees are charged.

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

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

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

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

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk



SCHEDULE OF FEES

Updated March 3, 2025

MONTHLY RESIDENTIAL SERVICE FEES

Water Chapter 92.02	\$10.71 per 1000 gallons (Ord 814)
Sewer Chapter 99.01	\$18.00 per 1000 gallons (Ord 811)
Recycling Chapter 107.08	\$4.75 per month
Trash Collection Chapter 106.08	\$12.75 / 35 gallon \$14.75 / 65 gallon
Storm Water Utility Chapter 102.08	\$3.00

OTHER SERVICE CHARGES

Late Payment Penalty Chapter 92.04(3)	10% of total delinquent bill
Insufficient Funds Charge Chapter 1.15	\$30
Water Service Deposit Chapter 92.09	\$150 (refundable)
Disconnect Fee for non-payment Chapter 92.05(4)	\$50 (between 6:30 a.m. to 3:30 p.m.) \$75 (after 3:30 p.m.)
Temporary Vacancy Disconnect Chapter 92.10	\$50
Testing of Meters Chapter 91.10	\$50
Water Meter Replacement Chapter 91.06, 91.07	actual cost to replace
Barricades Resolution 1726	\$50 up to 4 (refundable deposit)
Road cones Resolution 1726	\$50 up to 10 (refundable deposit)

MISCELLANEOUS ADMINISTRATIVE FEES Resolution 1726

Photocopies	\$0.10 per page - black/white \$.50 per page – color
Fax Services	\$1.00 1 st page, \$0.50 per page after
Recording Fees (any type)	actual costs
Notary Service	No Charge
Lost Key Fee	\$15

WEST BRANCH MUNICIPAL CEMETERY FEES

Cemetery Interment Rights (cemetery lots)	
Upright & Upright West Section	\$250 (sold in multiples of 2)
Memorial Section	\$100 (sold individually)
All other sections	\$100 (sold in multiples of 2)
Traditional Interments (burials Monday – Friday)	\$650
Cremation	\$200
Infant	\$150
Saturday service	\$150 extra
Sunday & Holidays service	\$250 extra
If conditions require gas (winter)	\$40
Disinterment – Cost varies according to size and location:	
Suitcase Type (baby)	\$100
Half-sized Vault (child)	\$175 - \$400
Full-sized Vault (adult)	\$400 - \$700

PEDDLER PERMIT FEES Chapter 122

Application Fee	\$10
One day permit	\$25
One week permit	\$50
Up to six (6) months	\$100
One year of major part thereof	\$175

VENDOR FEES

West Branch Resident Nonprofit	\$10
West Branch Commercial Business	\$25
Non-Resident Nonprofit	\$25
Non-Resident Commercial Business	\$50

ANIMAL REGISTRATION FEES

Cats	\$5 per cat, per year
Dogs	\$10 per dog, per year
Non-spayed or neutered pet	\$25 per pet, per year
Level 3 Animals (Resolution 949)	\$75 per pet, per year
Level 4 Animals (Resolution 949)	\$200 per pet, per year

DOG PARK FEES Resolution 1228

Single Day Pass	\$5
Dog Park Tag	\$15 per year (resident)
Dog Park Tag	\$20 per year (non-resident)

WEST BRANCH POLICE DEPARTMENT FEES

Per Resolution 1593 & 1726

Administrative fee records request	\$15 + postage if applicable
Document redaction (minimum 1 hour)	\$15/hour
Video redaction (outside source)	Actual Cost
USB Storage device	Actual Cost
CD/DVD	\$5
Reserve officer event stand-by (minimum 1 hour)	\$30/hour
Police patrol vehicle stand-by (minimum 1 hour)	\$100/hour
Certified Officer	\$45 per hour
Parking Fines Chapter 70.03	\$15
Disabilities Parking Fines Chapter 70.03	\$200 – Ord. 757
Impoundment of Vehicles Chapter 80.05	\$35 for the 1 st 5 days – Ord. 758 \$1 for each subsequent day

FALSE ALARMS Chapter 37.02

False Alarm (residential)	\$50 per violation within 12 months
False Alarm (commercial)	\$500 per violation

BUILDING INSPECTION FEES

(When no current building permit is active or by request of property owner)

Inspections outside of normal business hours (Minimum charge – two hours)	\$50 per hour
Re-inspection fees assessed under provisions of Section 305.8	\$50 per hour
Inspections for which no fee is specifically indicated (Min. charge – 1/2 hour)	\$50 per hour
Additional plan review required by changes, additions and inspections, or both (Minimum charge – 1/2 hour)	\$50 per hour
For use of outside consultants for plan checking and inspections, or both	Actual Costs

BUILDING PERMIT FEES (based on project valuation)

<u>Valuation</u>	<u>Fee</u>
Up to \$500	\$23.50
\$501 to \$2000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.
\$2001 to \$25,000	\$69.25 for the first \$2000 plus \$14 for each additional \$1000, or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$391.25 for first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$993.75 for first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,233.75 for first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each Additional \$1,000, or fraction thereof.

RESIDENTIAL SITE PLAN REVIEW Resolution 1577

Site plan review (required) Actual costs for city engineer's review

WASTEWATER LIFT STATION CONNECTION FEE Chapter 100.03

Calculated by City Engineer – See Exhibit B on file at City Hall

WATER & SEWER CONNECTION FEES

Residential Water Service (new construction) Chapter 90.06	\$402
Residential Sewer Service (new construction) Chapter 96.02	\$402

ELECTRICAL, MECHANICAL AND PLUMBING PERMIT FEES

<u>Dollar Volume of Work</u>	<u>Permit Fee</u>
\$1 - \$5,000	\$50
\$5,001-\$25,000	\$75
\$25,001-\$50,000	\$100
\$50,001-\$75,000	\$125
\$75,001-\$100,000	\$150
\$100,001-\$125,000	\$175
Add \$25.00 per every \$25,000 of valuation thereafter	

OTHER PERMIT FEES

Demolition Permit	\$100
Fence Permit	\$50
Sign Permit (Historic District only) Chapter 25.09(4)	\$10
Street Boring Permit Chapter 135.09(12)	\$100
House Mover Permit Chapter 123.06	\$100

SUBDIVISION FEES

REZONING FEE Chapter 165.20 (5)

Rezoning Fee \$300 + Actual costs incurred for engineering review

SITE PLAN FEE Chapter 167.08

Site Plan Application Fee \$200 + Actual costs incurred for engineering review

PLATTING FEE Chapter 166.03(1)

Preliminary Plat \$300
 Final Plat \$300
 Engineering Review of plats Actual costs, billed as incurred

NUISANCE ABATEMENT MUNICIPAL INFRACTION FEES

Violations of Chapter 50.02(10) grass mowing and Chapter 136.03 snow removal from sidewalks, fees are billed to the property owner as follows per violation: Per Resolution 874

Operator	\$38 / per hour
Utility tractor	\$35 / per hour
Dump truck	\$35 / per hour
Pick-up	\$25 / per hour
6 foot mower	\$10 / per hour
Bat wing mower	\$20 / per hour
Riding lawn tractor	\$20 / per hour
Chain saw	\$15 / per hour
Trailer	\$10 / per hour
String trimmer	\$5 / per hour
Push mower	\$7 / per hour
3 rd party expenses	billed at cost
Snow removal	\$50 / per sidewalk
Administrative Fee	\$40 / per billing

Nuisance Abatement Civil Fees in addition to the above services:

First Offense	\$500
Second Offense	\$750
Each Offense Thereafter	\$1000



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM: Resolution 2025-25 – Approving the 2nd Addendum to Agreement U-2023-21139 with the Iowa Department of Transportation.

PREPARED BY: Heidi Van Auken

DATE: February 25, 2025

SUMMARY:

In April of 2019, the City of West Branch and Iowa DOT entered into an agreement to move utility lines as part of the I-80 widening project. Both parties also entered into a utility reimbursement agreement signed by the DOT on May 3, 2019 and then an addendum on February 11, 2022.

This second addendum is needed for additional relocation work on the project and increases the total cost for the relocation work to \$1,038,670.01. The final costs for the project have been submitted to the Iowa DOT by the City for the amount of \$371,120.38.

This second amendment needs to be signed by both parties before the final reimbursement payment is sent to the City.

RESOLUTION 2025-25

**RESOLUTION APPROVING THE 2ND ADDENDUM TO AGREEMENT U-2023-21139
WITH THE IOWA DEPARTMENT OF TRANSPORTATION.**

WHEREAS, the City and the Iowa Department of Transportation (the “DOT”) previously entered into Agreement No. U-2023-21139, which required the City to relocate existing sewer and water mains in anticipation of the Interstate 80 widening project (the “Agreement”); and

WHEREAS, the Agreement required the DOT to reimburse the City for said relocations, the initial cost being estimated at \$452,300; and

WHEREAS, subsequent to the execution of the Agreement, the City and DOT executed the 1st Addendum to the Agreement which increased the costs of reimbursement an additional \$241,981.14 from the original estimates; and

WHEREAS, the bids have been received and the relocations have been completed; and

WHEREAS, the DOT has submitted a 2nd Addendum to the Agreement adding an additional \$371,120.38 to the final costs, bringing the total costs of the relocation to \$1,038,670.01; and

WHEREAS, in order to obtain the final reimbursement from the DOT, the City Council is required to approve this 2nd Addendum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned 2nd Addendum to Agreement is hereby approved. Further, the Mayor is hereby directed to execute said Agreement on behalf of the City.

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

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



ADDENDUM TO AGREEMENT

Last updated 2/6/2024

2nd ADDENDUM TO AGREEMENT

No. U-2023-21139

Addendum No. U-2023-21139B

IT IS AGREED, by and between the State of Iowa, Iowa Department of Transportation, Project Delivery Division (hereafter DOT), and **City of West Branch**, a corporation, with offices in West Branch, Iowa, (hereafter Company) as follows:

1. The DOT shall proceed with proposed reconstruction on I-80 approximately 1.5 miles east of Iowa 1 to 0.5 mile east of County Road X30 in accord with its plans and specifications, which the DOT has designated as Project **IMN-080-7(126)254--0E-16 (ROW) IM-NHS-080-7(114)248--03-52 (CONST)**. The plans and specifications are made a part of this agreement.
2. The DOT and the Company previously entered into a utility relocation reimbursement agreement signed by the DOT on May 3, 2019 in the amount of \$452,300 (100% DOT share), for the relocation of a 10" sanitary sewer force main, a 16" sanitary force main, and a 12" potable water line owned and operated by the Company located on its own easements upon privately owned land affected by the project; and 1st addendum U-2019-21139A signed by the DOT on February 11, 2022, for additional relocation work in the amount of \$241,981.14 increasing the cost for the relocation work to a revised total of \$694,281.14 (100% DOT share).
3. The agreement in effect between the Company and the DOT, for the performances of certain work on the above project shall be changed in the following particulars. The acceptance of this 2nd addendum by the Company and its approval by the DOT shall constitute a mutual agreement as a part of the original agreement binding upon both parties in the same manner as though the essence of the 2nd addendum had originally been in the agreement.
4. **Subsequent to the execution of the aforementioned agreement U-2019-21139 and 1st addendum U-2019-21139A the bids for the relocation work were received and the work was completed. The actual costs incurred increased from and previous estimates. The relocation is now complete and the total actual costs are now known. The final costs have been invoiced in the amount of \$371,120.38 increasing the entire relocation cost to a total of \$1,038,670.01 as shown in Exhibit A attached hereto and by this reference made a part hereof.**
5. **The revised total amount for the agreement work is hereby amended to \$1,038,670.01.**
6. All other clauses of the original agreement shall remain in full effect. If any clause in this addendum is declared invalid, it shall not void the entire agreement.
7. This addendum may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original.



ADDENDUM TO AGREEMENT

Last updated 2/6/2024

IN WITNESS WHEREOF the Parties hereto have caused this addendum to be executed by their duly authorized officers on the dates below indicated.

CITY OF WEST BRANCH

By _____ Date _____
Name:
Title:

ATTEST:

By _____ Date _____
Name:
Title:

**STATE OF IOWA
IOWA DEPARTMENT OF TRANSPORTATION**

By _____ Date _____
Brad Hofer
Right of Way Bureau Director

ATTEST:

By _____ Date/Staff Action _____
Name: Deanne Popp
Title: Utility Program Administrator

City of West Branch

INVOICE

City of West Branch - Capital Projects Reimbursement

PO Box 218
 110 North Poplar Street
 West Branch, IA 52358
 Phone 319.643.5888 Fax 319.643.2305

DATE: 02/14/25
INVOICE # 8889FY25
FOR: I80 Water Main
 Relocation
INVOICE DUE: **3/16/2025**

Bill To:

Iowa Department of Transportation
 Attn: Deanne Popp
 800 Lincoln Way
 Ames, IA 50010
deanne.popp@iowadot.us

Agreement U-2019-21139
 Addendum U-2020-21139A
 Contract 21139

DESCRIPTION	AMOUNT
I-80 Water Main Relocation (East) - DOT Reimbursement	
Engineering Fees	\$ 35,170.67
Central Excavating Pay Estimate 2 Payment	\$ 335,907.71
Retainage Previously Held for East Side	3,349.42
I-80 Water Main Relocation (West) - DOT Reimbursement	
Cedar County Recorder - Easement Recording Fee	42.00
Retainage Previously Held for West Side	24,198.11
TOTAL	\$ 398,667.91

Make all checks payable to: **City of West Branch**

If you have any questions concerning this invoice, contact Finance Officer, Heidi Van Auken, at 319.643.5888 or email: heidi@westbranchiowa.org.

\$398,667.91
 (retainage held) - \$3,349.42
 (retainage held) - \$24,198.11
Addendum #2 Amount / Total balance due less previous retainage \$371,120.38

EXHIBIT A-2

Johnson County
 IMN-080-7(118_126)--0E-52-16 (ROW)
 IM-NHW-080-7(114)248--03-52 (CONST)
 FEDERAL ID *

DEANNE POPP
 IDOT-UTILITY PROGRAMADMINISTRATOR
 800 LINCOLN WAY
 AMES IA 50010

Original agreement (east side) \$452,300.00
 Addendum (west side) \$241,981.14 U-2019-21139A
1st amended amount \$694,281.14

RE:
City of West Branch
AGREEMENT # U-2019-21139
 AGREEMENT DATED 05/05/2019
 CONTRACT NO. 21139

Original agreement (east side) \$452,300.00
 Addendum (west side) \$241,981.14
 Addendum2 (final costs) \$371,120.38 U-2019-21139B
2nd amended amount \$1,038,670.01

PAYMENT#	DATE	VOUCHER#	AMOUNT	Retainage		Amount Paid	
				10.00%	90%		
			- Eastside project				
1 PART 1 Consultant Coord Services	3/18/2020	674188 - Eastside project	\$5,758.20	\$575.82		\$5,182.38	
1 PART 2 Consultant Design Services	3/18/2020	674190 - Eastside project	\$20,880.00	\$2,088.00		\$18,792.00	
2 PART 1 Consultant Coord Services	5/22/2020	715837 - Eastside project	\$1,636.00	\$163.60		\$1,472.40	
2 PART 2 Consultant Design Services	5/22/2020	715839 - Eastside project	\$5,220.00	\$522.00		\$4,698.00	
Pay Estimate, Central Excavating, Inc.	7/20/2023	SI-00266967 - Eastside project	\$392,074.29	\$0.00		\$392,074.29	
			\$425,568.49	\$3,349.52		\$422,219.07	
			- Westside project 1st addendum				
3 Engineering, Construction & ROW Costs	3/11/2022	SI-00093369	\$241,981.14	\$24,198.11		\$217,783.03	
				\$0.00		\$0.00	
TOTALS			\$241,981.14	\$24,198.11		\$217,783.03	
			- Final costs 2nd addendum				
Final invoice w/Pay Estimate #2			\$371,120.38	\$0.00		\$371,120.38	
Description				\$0.00		\$0.00	
TOTALS			\$371,120.38	\$0.00		\$371,120.38	
			\$1,038,670.01	\$27,547.63		\$1,011,122.48	

TOTAL CLAIM \$1,038,670.01
 LESS AUDIT EXCEPTION \$0.00
 LESS PAYMENTS MADE \$640,002.10
 BALANCE DUE \$398,667.91 *TOTAL DUE w/RETAINAGE*



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM: Resolution 2025-26 - Approving a Policy and Procedure for Naming, Co-Naming, and Re-Naming of City-Owned Properties.
--

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

DATE: February 24, 2025

BACKGROUND:

With the building of the Lion’s Club Pickleball complex it was brought to the City staff’s attention that there is no policy in place for naming city-owned properties. The Lion’s Club plans to name the complex as well as some of its features to help influence donations and contributions. However, this policy will remain in place for any other requests to name city-owned properties as well. The intention is to establish a set of guidelines and process for any requests to be brought to the attention of appropriate city staff and the council before approval with the City Administrator having the lead responsibility.

RESOLUTION 2025-26

RESOLUTION APPROVING A POLICY AND PROCEDURE FOR NAMING, CO-NAMING, AND RE-NAMING OF CITY-OWNED PROPERTIES

WHEREAS, the City Council of the City of West Branch would like to establish a set of standard procedures and guidelines for the naming, co-naming, and renaming of City amenities, buildings, parks, recreational areas, and facilities owned and/or operated by the City of West Branch (the “City”); and

WHEREAS, the purpose of this policy (“Policy”) (See Exhibit A) is to provide City staff guidance when considering requests for naming, co-naming, and renaming City amenities; and

WHEREAS, this initiative encourages and recognizes the dedication of lands or donation by individuals or groups and ensures that naming is consistent with the values, priorities, and characteristics of the City; and

WHEREAS, the Council now wishes to officially approve a Policy and Procedure for Naming, Co-Naming, and Re-Naming of City-Owned Properties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that the City of West Branch Iowa Policy and Procedure for Naming, Co-Naming, and Re-Naming of City-Owned Properties, as attached in “Exhibit A” is approved.

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

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

Policy and Procedures for Naming, Co-Naming, and Re-Naming of City-Owned Properties

Naming or Renaming City-Owned Property

Purpose:

The purpose of this policy (“Policy”) is to establish a set of standard procedures and guidelines for the naming, co-naming, and renaming of City amenities, buildings, parks, recreational areas, and facilities owned and/or operated by the City of West Branch (the “City”). This initiative encourages and recognizes the dedication of lands or donation by individuals or groups and ensures that naming is consistent with the values, priorities, and characteristics of the City.

Definitions:

Applicant – one who makes a formal proposal to name, co-name, or re-name a City-owned facility

Application – a completed proposal requesting a naming, co-naming, or renaming by an Applicant.

City-Owned Facility – any property, complex, amenity, building, park, structure, or related property owned or controlled by the City.

Commemorative Naming – a naming opportunity granted to an individual, group of individuals, family foundation, or a non-profit community organization in recognition of significant philanthropy, or as an honor and generally without financial consideration.

Naming Entity – the entity, corporation, community organization, or individual to whom Naming Rights are granted.

Naming Rights – refers to the granting by the City the right to name a portion of a City-owned facility either in exchange for financial consideration or in honor of outstanding achievement, distinctive service, or significant community contribution.

Qualifying Names and/or Criteria:

- Geographical location of the facility including descriptive names.
- An outstanding feature of the area. (example: hill, river, vegetation)
- Commonly-recognized subjects of historical significance such as an event, person (nonliving), group, culture, or place.
- A person (non-living) or group who significantly contributed to the acquisition or development of the City-owned property or street.
- An individual (non-living) who provided an exceptional service in the interest of the park system as a whole or for the community as a whole.
- A person (living) whose contribution or significant gift is of a most extraordinary nature.
- Naming may be considered based on the provision of significant funding that underwrites the cost of renovation or construction of a City-owned facility. Financial underwriting shall be broadly defined as substantial monetary contributions that completely or significantly enable City projects such as parks, buildings or property acquisition to occur. This may include monetary gifts and/or grants that leverage federal, state, and local funding for such projects or complete donation of land.
- Parks and facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to approval by the City Council.
- Naming may include amenities, buildings, parks, and related public property.
- Naming should not conflict with grant funding policies established by local, private, state, and/or federal grant funding programs.

Exclusions:

- Naming associations with smoking or vaping products, alcohol, contraceptives, religious organizations, political candidates, or partisan organizations.
- The dedication of small park amenities with an identifiable lifespan and not intended to be permanent.
- Anything that is in violation of any federal, state or local law or regulations.

Procedure:

1. An Applicant, including City staff, residents, individuals, or organizations shall submit an Application (form can be found below) to the City Administrator for consideration and initial review. The City Administrator shall seek appropriate staff review at his or her discretion.
2. When naming after a person or group, written approval from the individual(s) if living, or from the next of kin if the individual(s) are deceased (if available/possible), must be included as part of the proposal
3. After due diligence, The City Administrator shall forward the application to the Mayor and Parks & Recreation Director, with relevant facts and fiscal impacts.
4. The City will allow for public input and comment at no less than one City Council meeting prior to a final decision on the application.
5. The City Council will confirm the naming or renaming of a City-owned facility by resolution.
6. The City Council shall have final approval and the absolute discretion to grant or deny a request for any reason or no reason.



Application for Naming, Co-Naming, and Re-naming of City-Owned Properties

If you would like to submit an application for renaming a city-owned property, answer the following questions. When completing this application, please carefully review the rules and requirements. Applications will not be considered unless the submission adheres to all related policies and requirements. All fields must be completed.

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Email Address: _____

Phone Number: _____

Current Name of Facility or Property: _____

Requested Change: _____

Justification: _____

If the renaming has fiscal impacts, will you consider underwriting the costs?

Is the documentation from the person, group, or next of kin attached?



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM: Resolution 2025-27 – Amending the Employee Handbook (Amendment #3).

PREPARED BY: Leslie Brick, City Clerk
--

DATE: February 24, 2025

BACKGROUND:

The West Branch Employee Handbook was revised in July 2024 and approved by the City Council via Resolution 2024-60 on June 17, 2024.

The handbook is under continuous review to ensure that the City is complying with Federal and State laws, best practices and clarifying certain procedures and setting expectations for current and future employees of the City.

Suggested changes are noted on Resolution 2025-27 in **RED**, and will be incorporated into the Employee Handbook if approved.

RESOLUTION 2025-27

**A RESOLUTION AMENDING THE EMPLOYEE HANDBOOK
(AMENDMENT #3)**

WHEREAS, the City of West Branch Employee Handbook, dated July 1, 2024 will be amended as follows:

Section III – EMPLOYMENT

31. VEHICLE USE POLICY (proposed changes to paragraph 3 only)

City vehicles may be available for use by employees for city business only. Non-City employees shall not be transported in City vehicles without the express permission of an employee’s supervisor or the City Administrator.

A qualified non-personal use vehicle is a vehicle that an employee is not likely to use more than a minimal amount for personal purposes because of its design. The IRS regulations determine what is a qualified non-personal use vehicle.

Clearly marked police vehicles are qualified, non-personal use vehicles if the employee using the vehicle is required to use the vehicle for commuting and are on-call at all times. A police vehicle is clearly marked if painted insignia or works make it readily apparent as a police vehicle. West Branch police officers (**subject to prior approval from the Police Chief**) may be permitted to take home their police vehicle provided the following occur: (1) the officer lives within an ~~eight (8)~~ **thirty (30)** mile radius of the City limits; if the officer lives beyond an ~~eight (8)~~ **thirty (30)** mile radius of the City limits he or she must leave his or her car at the City limits and drive his or her personal car home; and (2) the officer does not use the vehicle for any other personal use other than commuting to and from work.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned Amendment #3 to the West Branch Employee Handbook is hereby approved.

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

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR CONSIDERATION

MEETING DATE: March 3, 2025

AGENDA ITEM: Discussion – Housing Market Updates.
--

PREPARED BY: City Administrator, Adam Kofoed

DATE: February 18, 2025

BACKGROUND:

A short analysis and list of recommendations to the council from City Administrator Adam Kofoed and the Planning and Zoning Commission. These should be temporary goals of the council until a comprehensive plan study indicates different trends.

RECOMMENDATION

- Support housing incentives where market failure exists.
 - Housing incentives for multi-use and mixed income housing.
 - Establish a low to moderate income housing incentive program.
 - Provide incentives on heavy infrastructure improvements needed for new development.

- Reduce overbearing housing and local land use regulations.
 - Implement an Accessory Dwelling Unit (ADU) ordinance.
 - Allow flexible front yard setbacks to create small, historic town neighborhood design.
 - Restrict uniform neighborhood design.
 - Incentivize housing that brings back the front porch environment.
 - Continue to encourage R-2 design that allows single family and zero lot mixed subdivisions.

Housing Needs

Additionally, I've attached a forecast I created in 2018 during graduate school, which is on page 4 of the second attachment. At that time, I projected that West Branch needed 80 rental units in the \$750–\$1,200 range to meet demand. Since then, the city has only added about 36 units in that range—most of which were developed by Heritage Hill. Census data now indicates that rental cost-burden has increased to 41% in Cedar County, meaning an estimated 123 rental households in West Branch are cost-burdened, up from 60 in 2018. My original projection for 2025 was 100.

Attached is a letter I wrote to the Iowa Economic Development Authority, which played a key role in securing workforce housing tax credits for Heritage Hill three years in a row. Without TIF rebates, securing the site and moving forward with development would have been nearly impossible.

To provide context:

- In 2016, the city purchased the site for \$225,000 and is assisting the developer in acquiring property at an additional \$150,000 city expense.
- The developer has also purchased surrounding properties, with a combined estimated cost exceeding \$800,000.
- Altogether, the 3-4-acre site cost well over \$1,000,000—roughly \$250,000 per acre, whereas the going rate for other land is around \$20,000 per acre.
- This means the cost to develop the property is approximately 12.5 times higher than market value, making it highly competitive for grants and tax credit applications.

Recommendation Details

Accessory Dwelling Unit: AARP Video

1. Increases Affordable Housing: ADUs provide more rental options without large-scale development, helping address housing shortages.
2. Supports Aging in Place & Multi-Generational Living: Allows seniors to downsize or families to house relatives while maintaining independence.
3. Boosts Property Value & Local Economy: Homeowners gain rental income, and more residents mean increased spending at local businesses.

Flexible Front Yard Allowance

1. Increases Housing Density: Flexible setbacks allow for more efficient use of land, enabling additional living space without increasing the building footprint, helping to address housing shortages.
2. Improves Property Functionality – Homeowners gain the ability to design homes with more usable outdoor space or expanded interior areas, improving overall property value and living quality.
3. Encourages Diverse Housing Options – Flexible setbacks can help create a wider variety of home styles, supporting a mix of housing types that attract different demographics, such as families or retirees.

Increase Front Porch Housing Design

1. Enhances Community Engagement: Front porches create opportunities for social interaction, helping build a sense of neighborhood connection and community engagement.

2. Improves Aesthetic Appeal: Well-designed front porches enhance the visual appeal of homes and streetscapes, contributing to neighborhood character and overall property values.
3. Promotes Active Lifestyles: Front porches encourage outdoor living, providing a space for relaxation, watching the street, and fostering a safer, more active neighborhood environment.

Houses with front porches typically cost a homeowner \$5,000-\$10,000 more to construct. However, studies from the National Association of Realtors, University of Alabama, Appraisal Institute Study, Curb Appeal for Zillow property values are increased by \$8,000-\$20,000 with front porches.



