



CITY COUNCIL MEETING
Monday, April 20th, 2026 - 7:00 P.M.
CITY COUNCIL CHAMBERS
110 N. POPLAR ST., 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. *(This is the time to approve the agenda as presented or amend the agenda (such as tabling items). Amendments or changes to the agenda require a motion, second and a full council vote.*
6. Approve Consent Agenda/Move to action.
 - a. Approve Minutes from the April 6, 2026 Special meeting.
 - b. Approve Minutes from the April 6, 2026 City Council meeting.
 - c. Approval of The Down Under Special Event Permit.
 - d. Approval of New Members to the West Branch Fire Department.
 - e. Approval of Bear Tracks 5K & 1 Mile Bear Attack 2026, Special Event Permit.
 - f. Approve Claims for April 20, 2026.
7. Presentations/Communications/Open Forum
8. Public Hearings/Non-Consent Agenda
 - a. **Public Hearing** – Regarding Adoption of the Final Proposed Budget for Fiscal Year 2027.
 - b. **Public Hearing** – Regarding the Plans and Specifications, Proposed Form of Contract and Estimate of Cost for West Main Street Overlay, City of West Branch, Iowa.
 - c. **Third Reading of Ordinance 836** – Section 65.02 of the Code of Ordinances of the City of West Branch adding a stop sign intersection. / Move to Action.
 - d. **Waiving the 2nd and 3rd Reading and Adoption of Ordinance 834** Amendment to Chapter 25 Historic Preservation Commission./ Move to Action.
 - e. **Waiving the 2nd and 3rd Reading and Adoption of Ordinance 835** Adoption of Chapter 29, Historic Preservation District Boundaries and Regulations./ Move to Action.
 - f. **Second Reading of Ordinance 838** Amendment to Chapter 165, Section 11, Zoning Regulations. / Move to Action.
 - g. **Waiving the 2nd and 3rd Reading and Adoption of Ordinance 839** Amendment to Chapter 165, Section 51, Zoning Regulations./ Move to Action.
 - h. **Waiving the 2nd and 3rd Reading and Adoption of Ordinance 837** Amendment to Chapter 17, Section 4, City Council./ Move to Action.
 - i. **Resolution 2026-34** Approving Pay Estimate Number 3 in the amount of \$341,878.81 to Peterson Contractors, Inc. for the Channel Widening Flood Improvements Project./ Move to Action.
 - j. **Resolution 2026-35** Approving the General Agreement between the US Department of the Interior National Park Service and the City of West Branch, Iowa regarding Law Enforcement Assistance../ Move to Action.
 - k. **Resolution 2026-36** Approving the General Agreement between the US Department of the Interior National Park Service and the City of West Branch, Iowa regarding Fire/EMS Department Assistance../ Move to Action.
 - l. **Resolution 2026-37** Adopting the Final Annual Budget for Fiscal Year 2027./ Move to Action.
 - m. **Resolution 2026-38** Setting the Time and Place for a Public Hearing for the Purpose of Soliciting Written and Oral Comments on the City’s Proposed Fiscal Year 2026 Budget Amendment./ Move to Action.
 - n. **Resolution 2026-39** Approving a Website Services Agreement between Revize Software Systems and the City of West Branch, Iowa regarding website design, build and services./ Move to Action.
9. Discussion
10. City Administrator Report
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, Chantry Noel, Tom Dean, Jerry Sexton, Mike Horihan

City Administrator Adam Kofoed • **City Clerk** Alycia Friis • **Finance Officer** Heidi Van Auken • **Fire Chief** Kevin Stoolman • **Police Chief** Greg Hall • **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
Special Meeting**

**April 6, 2026
6:30 p.m.**

Mayor Laughlin called the West Branch City Council special meeting to order at 6:30 p.m.

Roll call: Council members present; Colton Miller , Mike Horihan, Jerry Sexton, and Tom Dean. Absent: Chantry Noel.

City Staff present: City Clerk Alycia Friis, City Administrator Adam Kofoed, Finance Officer Heidi Van Auken, Public Works Director Matt Goodale, City Attorney Kevin Olsen, City Engineer Dave Schechinger.

APPROVE THE AGENDA

Motion to Approve the Agenda made by Miller, 2nd by Sexton. Motion carried on a voice vote.

PUBLIC HEARING / NON-CONSENT AGENDA

Public Hearing – Setting the Maximum Property Tax Levy for Fiscal Year 2027./ Move to Action.

The majority of the areas within the Levy are staying the same as last year. Liability Insurance has increased so that line item is up and the FICA/IPERS area is down due to the City having a healthy reserve, so there will be no tax levied in this area. We were sitting at 2.6% and now will be 2.5% which is approximately \$100,000.00 less for overall Property tax. Each resident will see a slight decline in their property tax bill for the city portion, but could stay the same or go up in other areas.

Motion to close the Public Hearing by Mayor Laughlin at 6:36 pm.

ADJOURNMENT

Motion to adjourn by Miller, second by Horihan. Motion carried on a voice vote. City Council meeting adjourned at 6:36 p.m.

Roger Laughlin, Mayor

ATTEST:

Alycia Friis, City Clerk

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

**West Branch, Iowa
Council Chambers**

**City Council
Regular Meeting**

**April 6, 2026
7:00 p.m.**

Mayor 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, Jerry Sexton, and Tom Dean. Absent: Chantry Noel.

City Staff present: City Clerk Alycia Friis, City Administrator Adam Kofoed, Finance Officer Heidi Van Auken, Public Works Director Matt Goodale, City Attorney Kevin Olsen, City Engineer Dave Schechinger.

Attending by Zoom: Library Director Jessie Shaffer and Parks and Rec Director Erin Laughlin

APPROVE THE AGENDA

Motion to Approve the Agenda made by Miller, second by Dean. Motion carried on a voice vote.

APPROVE CONSENT AGENDA

Approve Minutes from the March 16, 2026 City Council meeting.

Approval of Cedars Edge Class “C” Retail Alcohol License Renewal.

Approval of February City Financials.

Approve Claims for April 6, 2026.

EXPENDITURES	4/6/2026	
ALATORRE	WINDOW CLEANING - CITY	86.00
AMAZON.COM	VARIOUS ITEMS - LIBRARY	410.55
AT & T MOBILITY	WIRELESS SERVICE	258.18
CEDAR COUNTY COOP	FUEL - PW	2,195.37
DEERY BROTHERS	FORD F250 REPAIRS - PW	9,030.59
ELITE HOLDING COMPANY	REVERSIBLE JERSEYS - P&R	1,440.00
HAWKINS	CHEMICALS	2,810.35
HD SUPPLY	GARBAGE BAGS/PAPER TOWELS- TH	139.74
HI-LINE	SHOP SUPPLIES - PW	277.78
HOTSY CLEANING SYSTEMS	VEHICLE WASH FOR BAY- PW	514.50
LAUGHLIN, ROGER	MILEAGE REIMBURSEMENT- R LAUGH	78.51
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,577.75
MENARDS	FOOTINGS FOR COVERING-P&R	190.84
OFFICE OF AUDITOR OF STATE	AUDIT FY25 FILING FEE	625.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	541.95
QUILL CORP	CLEANING SUPPLIES - PD	42.27
SCHAFFER, JESSICA	MILEAGE REIMBURSEMENT- SCHAFFER	24.65
STERICYCLE	SHREDDING SERVICES	97.49
TIPTON CONSERVATIVE	SUBSCRIPTION - LIBRARY	48.00
WEST BRANCH TIMES	SUBSCRIPTION - CITY	40.00
TOTAL		20,429.52

PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	3/27/2026	70,790.25
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PAID BETWEEN MEETINGS		
AMAZON.COM	VARIOUS ITEMS - P&R, LIBRARY	464.45
GOERDT INSPECTION	BLDG INSPECTIONS	2,268.00
HD SUPPLY	BAG LINERS- P&R	37.75
IA LAW ENFORCEMENT ACAD	BEHAVIORAL HEALTH FOR LAW	25.00
JOHN DEERE FINANCIAL	MISC SHOP SUPPLIES - PW	422.85
MCCANN LINDA	LIBRARY PRESENTER	150.00
MEDIACOM	CABLE SERVICES	41.90
MENARDS	CONCESSION WALL HOOKS- P&R	2.50
MISCELLANEOUS VENDOR	TOWN HALL/ P&R REFUNDS/WORKERS	740.00
NAIC OPTINS	CEMETERY REPORT FILING FEE	117.50
STATE INDUSTRIAL PRODUCTS	CHEMICALS	265.62
TYLER TECHNOLOGIES	TAX FILINGS 2025	3,866.00
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	4,046.75
VERIZON WIRELESS	VERIZON WIRELESS	424.81
VARIOUS VENDORS	UB REFUNDS	314.36
METLIFE	INSURANCE PREMIUM	2,547.64
SISCO	INSURANCE PREMIUM	18,103.17
SISCO	FLEX & HEALTH CLAIMS 3-16-2026	290.78
SISCO	FLEX & HEALTH CLAIMS 3-30-2026	550.38
AERO RENTAL	QUICKIE SAW - FIRE	895.00
AMAZON.COM	VARIOUS ITEMS - P&R, LIBRARY	477.05
CORRIDOR ENERGY COOP	STREET LIGHTS	353.37
CULLIGAN WATER	WATER SOFTENER SERVICE	31.49
EAST CENT INTERGOVT ASN.	KEEP IA BEAUTIFUL MATCH	1,000.00
ELITE HOLDING COMPANY	FEATHER FLAG PARTS - P&R	40.74
HAWKINS	CHEMICALS	3,001.49
HD SUPPLY	PARK BATHROOM SUPPLIES - P&R	148.30
IOWA ASSN. MUN. UTILITIES	MEMBERSHIP DUES	967.00
LOGAN CONTRACTOR'S SUPPLY	SHOP SUPPLIES	246.40
LYNCH'S PLUMBING	TOILET REPAIR - LIBRARY	121.00
MISCELLANEOUS VENDOR	P&R REFUNDS FOR YOUTH SPORTS	210.00
MUNICIPAL SUPPLY	WATER METERS & RADIOS	16,024.00
OLSON, KEVIN D	LEGAL SERVICES - MARCH 2026	1,500.00
STATE HYGIENIC LAB	LAB ANALYSIS	1,154.00
ULINE	CONCESSION FIRST AID KIT - P&R	128.66
WEST BRANCH REPAIRS	OIL CHANGE, GAGES, FUSE - FIRE	1,251.79
WEST BRANCH TIMES	LEGAL PUBLICATIONS	<u>671.00</u>
TOTAL		62,900.75

GRAND TOTAL EXPENDITURES		154,120.52
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FUND TOTALS		
001 GENERAL FUND	48363.71	
022 CIVIC CENTER	251.34	
031 LIBRARY	6978.49	
110 ROAD USE TAX	18405.75	

112 TRUST AND AGENCY	32798.42
600 WATER FUND	34515.16
610 SEWER FUND	12093.96
740 STORM WATER UTILITY	713.69
GRAND FUND TOTAL	154,120.52

REVENUE-FISCAL YEAR 2026

FUND	FEBRUARY	
001	GENERAL FUND	59,200.02
022	CIVIC CENTER	830.00
031	LIBRARY	344.10
036	TORT LIABILITY	325.13
110	ROAD USE TAX	22,788.16
112	TRUST & AGENCY	2,471.13
121	LOCAL OPTION SALES TAX	22,494.61
125	TIF	1,423.67
226	DEBT SERVICE	1,136.26
300	CAPITAL IMPROVEMENT RESERVE	369.35
500	CEMETERY PERPETUAL FUND	1,065.37
600	WATER FUND	69,552.25
610	SEWER FUND	90,521.06
740	STORM WATER UTILITY	<u>6,163.27</u>
TOTAL		278,684.38

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

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM – NONE

A. DVIP/RVAP – SEXUAL ASSAULT AWARENESS MONTH FOR APRIL 2026-

Samantha Tuttle shared that there have been 18 clients documented as served with many more assisted through this year. DVIP has a strong relationship with the West Branch PD and they appreciate all the assistance the West Branch PD provides. DVIP serves over 8 counties and have helped over 4000 people.

B. LINDA BECK – INTRODUCTION AND CANDIDATE FOR CEDAR COUNTY BOARD OF SUPERVISORS -

Linda has been a longtime resident of Cedar County. She has served as a council member for 2 terms and as a Mayor Pro Tem as well. She was employed by the City of Tipton as their Development Director. Linda has served on several boards such as ECIA and Housing Boards.

PUBLIC HEARING / NON-CONSENT AGENDA

Public Hearing – Ordinance Amendments to the Historic Preservation Commission in order to enter a Certification Agreement by and between Iowa State Historic Preservation Officer and the City of West Branch./ Move to Action.

Mayor Laughlin called the public hearing to order at 7:10 pm. With no questions or concerns, the public hearing was closed by Mayor Laughlin at 7:11 pm.

Public Hearing – Proposed amendment to the West Branch Zoning Code regarding Accessory Dwelling Units and Permitted Obstructions in required yards./ Move to Action.

Mayor Laughlin called the public hearing to order at 7:11 pm. With no questions or concerns, the public hearing was closed by Mayor Laughlin at 7:12 pm.

Second Reading of Ordinance 836 – Section 65.02 of the Code of Ordinances of the City of West Branch adding a stop sign intersection. / Move to Action.

Motion by Miller, second by Horihan to approve the Second Reading of Ordinance 836. AYES: Miller, Horihan, Dean, Sexton. ABSENT: Noel. NAYS: None. Motion carried.

First Reading of Ordinance 834 Amendment to Chapter 25 Historic Preservation Commission./ Move to Action.

It was requested by council to waive the second reading and move to the 3rd reading and adoption of the Ordinance at the next council meeting.

Motion by Dean, second by Miller to approve the First Reading of Ordinance 834. AYES: Dean, Miller, Sexton, Horihan. ABSENT: Noel. NAYS: None. Motion carried.

First Reading of Ordinance 835 Adoption of Chapter 29, Historic Preservation District Boundaries and Regulations./ Move to Action.

It was requested by council to waive the second reading and move to the 3rd reading and adoption of the Ordinance at the next council meeting.

Motion by Miller, second by Dean to approve the First Reading of Ordinance 835. AYES: Miller, Dean, Horihan, Sexton. ABSENT: Noel. NAYS: None. Motion carried.

Resolution 2026-28 Approval to enter into a Certification Agreement by and between Iowa State Historic Preservation Officer and the City of West Branch./ Move to Action.

Motion by Miller, second by Horihan to approve Resolution 2026-28. AYES: Miller, Horihan, Sexton, Dean. ABSENT: Noel. NAYS: None. Motion carried.

First Reading of Ordinance 838 Amendment to Chapter 165, Section 11, Zoning Regulations. / Move to Action.

Motion by Miller, second by Sexton to approve the First Reading of Ordinance 838. AYES: Miller, Sexton, Horihan, Miller. ABSENT: Noel. NAYS: None. Motion carried.

First Reading of Ordinance 839 Amendment to Chapter 165, Section 51, Zoning Regulations./ Move to Action.

It was requested by council to waive the second reading and move to the 3rd reading and adoption of the Ordinance at the next council meeting.

Motion by Sexton, second by Miller to approve the First Reading of Ordinance 839. AYES: Sexton, Miller, Dean, Horihan. ABSENT: Noel. NAYS: None. Motion carried.

First Reading of Ordinance 837 Amendment to Chapter 17, Section 4, City Council./ Move to Action.

It was requested by council to waive the second reading and move to the 3rd reading and adoption of the Ordinance at the next council meeting.

Motion by Miller, second by Dean to approve the First Reading of Ordinance 837. AYES: Miller, Dean, Horihan, Sexton. ABSENT: Noel. NAYS: None. Motion carried.

Resolution 2026-29 Amending the Procedural Rules for the West Branch City Council./ Move to Action.

Motion by Miller, second by Sexton to approve Resolution 2026-29. AYES: Miller, Sexton, Horihan, Dean. ABSENT: Noel. NAYS: None. Motion carried.

Resolution 2026-30 Approving Pay Estimate Number 9 in the amount of \$14,512.13 to Boomerang Corp for the 2025 Cedar-Johnson Road Reconstruction Project./ Move to Action.

Schechinger shared that the project is at 99% complete. The contractor is waiting for clear weather to finish curb work, grading in a few areas and to complete work to prevent flooding within some areas before handing the project over to the City for their completion.

Motion by Sexton, second by Horihan to approve Resolution 2026-30. AYES: Sexton, Horihan, Dean, Miller. ABSENT: Noel. NAYS: None. Motion carried.

Resolution 2026-31 Support of the Application of Parkside Partners, LLC for funding via the Workforce Housing Tax Credit Program and pledging City monies for the same./ Move to Action.

Motion by Sexton, second by Miller to approve Resolution 2026-31. AYES: Sexton, Miller, Dean, Horihan. NAYS: None. ABSENT: Noel. Motion carried.

Resolution 2026-32 Setting a Public Hearing Date and Bid Date for the West Main Steet Overlay Project./ Move to Action.

Discussion was had about utilizing the grinder equipment to alleviate the area in front of the Post Office.

Motion by Sexton, second by Dean to approve Resolution 2026-32. AYES: Sexton, Dean, Horihan, Miller. NAYS: None. ABSENT: Noel. Motion carried.

Resolution 2026-33 Approving a Salary Adjustment for Finance Officer Heidi Van Auken./ Move to Action.

Motion by Miller, second by Sexton to approve Resolution 2026-33. AYES: Miller, Sexton, Horihan, Dean. NAYS: None. ABSENT: Noel. Motion carried.

CITY ADMINISTRATOR REPORT

Administrator Kofoed presented the 2026 Program of the Year award to Mayor Laughlin and Parkside Partners representative Kobi Hershberger. The award was awarded to the City of West Branch in recognition of the Heritage Hill Redevelopment project. This was a long-standing industrial brownfield in downtown West Branch and was transformed into a catalyst for community renewal. This award highlights initiatives that not only solve real challenges but do so in a way that can serve as a model for other communities across Iowa. Hershberger shared on behalf of himself and Blaine that they appreciate this award and that various residents at the Heritage Hill development have shared that they really appreciate the housing that they have built and the opportunity to live in West Branch. He shared that that they are moving smoothly with the Parkside Hill development as well and have a 9 plex framed and roughed in with some of these units rented out all ready for move ins in the Fall. The 15 plex has now been started and the carport is next on the schedule with both of these structures to be complete this Fall. Parkside Partners is looking forward to future development projects in West Branch.

CITY ATTORNEY REPORT

Olsen shared that there will be a hearing on Wednesday about the nuisance property on Main Street. He and the opposing council are working on an agreement with a hard deadline for completion of the clean up and repair work to be done by May 15th to avoid a contempt of court charge and fines. Clean up work has been started, with more to do. There will be wording in the agreement that the property will need to be maintained properly on going and that cars are not allowed to be brought back on the property to sit.

CITY ENGINEER REPORT –

Creek Widening Project update - Trees have been put in and seeding has been started at the South end of the project. Cedar-Johnson Road project – Working on the completion and final punch list items now that the weather will allow it. West Main Street Overlay Project – The plans will be complete and shared by the end of the week to get bids in by April 30th. The work on this project will be done while school is out of session. It was discussed that the street would need to go down to One lane at times with the disruption kept to a minimum as possible.

STAFF REPORTS-

Friis shared that the Food Inspection done at the Cubby Park concession stand is complete and passed with no issues, thanks to all the hard work P&R director Laughlin did to get it ready. The next step will be another inspection when the concession stand is up and running with the staff running it.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS –

The committee that has been working on the potential solar installation project has not met with 3 solar companies to look at different agreements and options. The next step is looking into our bonding options for

this project. Anything above \$550,000 in debt will have to petition to go into bond. Next step is for the committee to work up the best option and bring that back to the council for a vote.

Councilperson Miller shared that he wanted to thank all of the people that were responsible for the successful completion of the Heritage Hill project as this was a long time in the making and there were many people that worked on various levels of this project to make this happen.

ADJOURNMENT

Motion to adjourn by Miller, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 7:53 p.m.

Roger Laughlin, Mayor

ATTEST:

Alycia Friis, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 20, 2026
AGENDA ITEM:	Approve a Special Event Permit for Down Under 10 th Anniversary, on May 15 - 17, 2026.
PREPARED BY:	Alycia Friis, City Clerk
DATE:	April 13, 2026

BACKGROUND:

The Special Event permit has been submitted by Mike Jones. This is to utilize the Heritage Square area during this event for additional seating.

I have submitted additional questions to Mike to get a few more details to ensure that every area is covered. We are awaiting final confirmation of exact times, that the business has their own safety fencing and will not need to use the cities and that there is not a plan to have music in the outdoor area since it is not listed on the permit.

Staff has reviewed the application and will recommend approval with solid answers to the additional questions that were asked to Mike.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 20, 2026

AGENDA ITEM: Approve New Members to the West Branch Fire Department
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PREPARED BY: Alycia Friis, City Clerk
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DATE: April 13, 2026

BACKGROUND:

There are 2 new members that have been voted on and approved through the 4/8/2026 WBFD business meeting, for membership to the West Branch Fire Department.

They are:

Henry Nosek

Jaclyn Bloem



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 20, 2026

AGENDA ITEM: Approve a Special Event Permit for “Summer Kickoff Road Race”, sponsored by West Branch Girls Track & Field on June 13, 2026.

PREPARED BY: Alycia Friis, City Clerk
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DATE: April 13, 2026

BACKGROUND:

The Special Event permit has been submitted by Tony Senio, West Branch Girls Track & Field coach. This is a road race and fun run/walk fundraiser to benefit the West Branch Girls Track & Field program. The event is open to the public.

Staff has reviewed the application and recommended approval.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 20, 2026

AGENDA ITEM: Claims for April 20, 2026

PREPARED BY: Jessica Brown, Deputy City Clerk
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DATE: April 20, 2026

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**4/14/2026**

AMAZON.COM	VARIOUS ITEMS - PD, P&R	574.16
BOOMERANG CORP	CEDAR JOHNSON RD PAY EST 9	14,512.13
CEDAR COUNTY COOP	FUEL - PW	1,025.86
CJ COOPER & ASSOCIATES	DOT DRUG TESTING - PW	150.00
IOWA STATE UNIVERSITY	MPI SUMMER REG - FRIIS	335.00
MEDIACOM	CABLE SERVICES	41.90
WERLING ABSTRACT COMPANY	CONTINUATION 8-31-22 TRACT 1&2	2,550.00
TOTAL		19,189.05

**PAYROLL-WAGES, TAXES, EMPLOYEE
BENEFITS****4/10/2026****62,317.82****PAID BETWEEN MEETINGS**

ALLIANT ENERGY	ALLIANT ENERGY	18,825.41
AMAZON.COM	VARIOUS ITEMS - LIBRARY	461.28
CEDAR COUNTY COOP	FUEL - FIRE	1,481.22
CEDAR COUNTY TRANSFER STATION	TRASH REMOVAL	20.00
CORRIDOR ENERGY COOP	STREET LIGHTS	352.74
CULLIGAN WATER	WATER SOFTENER SERVICE	31.49
HD SUPPLY	JANITORIAL SUPPLIES- FIRE/PD	79.80
IOWA ASSN. MUN. UTILITIES	QUARTERLY SAFETY TRAINING DUES	1,027.00
KANOPY	ON DEMAND VIDEO SERVICE	30.00
LEAF CAPITAL FUNDING	COPIER LEASE - LIBRARY	142.02
LRS HOLDINGS	TRASH & RECYCLING MARCH 2026	20,250.00
LYNCH'S EXCAVATING	MULTIPLE MAIN BREAK REPAIRS	15,018.35
LYNCH'S PLUMBING	CUBBY PUMP REPAIR - P&R	443.10
MCCANN LINDA	BOOKS - LIBRARY	50.00
MENARDS	SHOP SUPPLIES - PW	15.64
MOPPY MO'S	JANITORIAL SERV. - CITY, TH, P&R, FIRE, LIB	1,050.00
OLSON, KEVIN D	LEGAL SERVICES - APRIL 2026	1,595.00
OVERDRIVE	DIGITAL & AUDIO BOOKS	77.34
PLUNKETT'S PEST CONTROL	PEST CONTROL - CUBBY PARK	488.88
PROTECT YOUTH SPORTS	BACKGROUND CHECKS - P&R	72.50
QUILL CORP	OFFICE SUPPLIES - LIBRARY & CITY	131.32
RELIANT FIRE APPARATUS	MIRROR SWITCH& SEAT BELT - FIRE	488.44
STATE HYGIENIC LAB	LAB ANALYSIS	1,154.00
USA BLUE BOOK	WATER PLANT SUPPLIES	1,363.91
VEENSTRA & KIMM	MULTIPLE PROJECTS	32,231.58
WEST BRANCH REPAIRS	REPLACE SEAT BELT - FIRE	160.00
WEX BANK	VEHICLE FUEL	1,455.74
SISCO	HEALTH CLAIMS 4-6-2026	402.30
SISCO	FLEX & HEALTH CLAIMS 4-13-2026	424.96

TOTAL	99,324.02
GRAND TOTAL EXPENDITURES	180,830.89
FUND TOTALS	
001 GENERAL FUND	65,308.35
022 CIVIC CENTER	821.28
031 LIBRARY	6,119.28
110 ROAD USE TAX	8,696.95
112 TRUST AND AGENCY	11,721.79
321 WIDENING WAPSI CREEK	13,556.25
331 CEDAR JOHNSON RD RECONS	16,990.93
332 W MAIN ST IMPROVE	11,676.00
600 WATER FUND	30,594.06
610 SEWER FUND	14,844.92
740 STORM WATER UTILITY	501.08
GRAND FUND TOTAL	180,830.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	AMAZON.COM.CA., INC.	COMPUTER & BATTERIES - PD	367.34
			TOTAL:	367.34
PARK & RECREATION	GENERAL FUND	AMAZON.COM.CA., INC.	BASEBALL PLUGS P&R	18.99
			PRINTER INK P&R	187.83
			TOTAL:	206.82
CEMETERY	GENERAL FUND	CEDAR COUNTY COOPERATIVE	FUEL - PW	1,025.86
			TOTAL:	1,025.86
ECONOMIC DEVELOPMENT	GENERAL FUND	WERLING ABSTRACT COMPANY	CONTINUATION 8-31-22 TRACT	450.00
			CONTINUATION 8-31-22 RR RO	450.00
			CONTINUATION 8-31-22 S TRA	450.00
			NEW ABSTRACT 2-13-23ABAN R	1,200.00
			TOTAL:	2,550.00
CLERK & TREASURER	GENERAL FUND	IOWA STATE UNIVERSITY	MPI SUMMER REG - FRIIS	335.00
			TOTAL:	335.00
LOCAL CABLE ACCESS	GENERAL FUND	MEDIACOM	CABLE SERVICES	41.90
			TOTAL:	41.90
ROADS & STREETS	ROAD USE TAX	CJ COOPER & ASSOCIATES	DOT DRUG TESTING - PW	150.00
			TOTAL:	150.00
CAPITAL PROJECT	CEDAR JOHNSON RD R BOOMERANG CORP		CEDAR JOHNSON RD PAY EST 9	14,512.13
			TOTAL:	14,512.13

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

001	GENERAL FUND	4,526.92
110	ROAD USE TAX	150.00
331	CEDAR JOHNSON RD RECONS	14,512.13

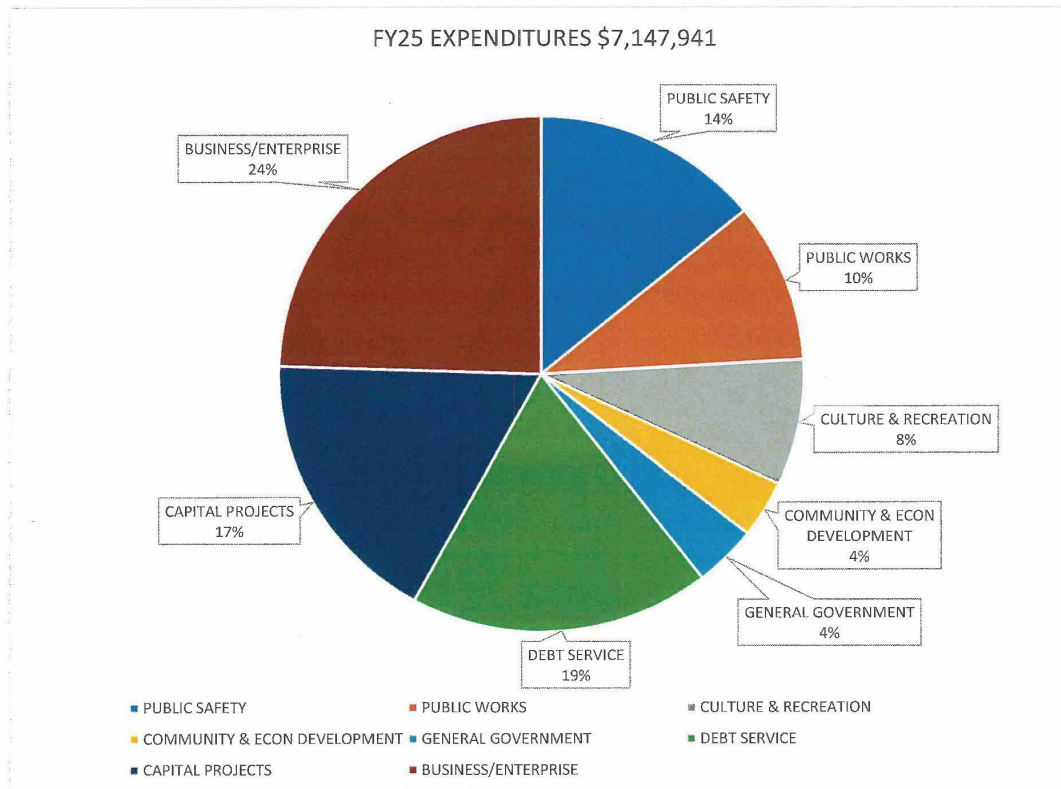
	GRAND TOTAL:	19,189.05



City of West Branch

BUDGET HEARING

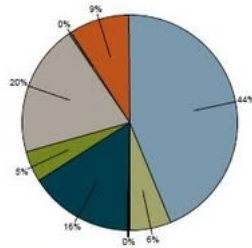
2025 Budget Expenditures



How We Compare?

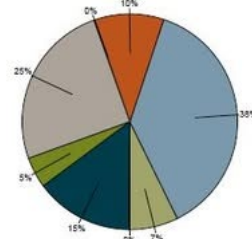
City General Fund Expenditures

The charts below show a breakdown of city general fund expenditures in aggregate, by population ranges, and by individual city.
 Graph E



On average, the largest subcategory of general fund expenditures is for public safety services, accounting for approximately 44%. Particularly for expenditures, cities vary a fair amount on these breakdowns depending upon services they offer. Often times, relative population impacts the general fund expenditure trends, with larger cities offering more types of services overall. Similar to many service industries, cities typically have significant portions of their general fund expenditures allocated to employee wages and benefits. These are also subject to inflation and insurance premium increases. Cities' budgets are also impacted by mandates, incurred obligations such as pension costs, and legislation.

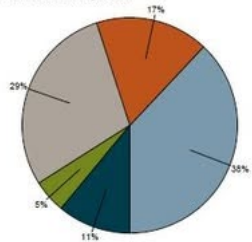
Graph F



Graph E shows the statewide average of budgeted city general fund expenditures for fiscal year 2024, for all cities in Iowa. As a reminder, the general fund does not include activities such as utilities which are a major expense included in the overall operation of a city.

The size of the community (population) may also impact differences in service levels that are provided. Graph F features a breakdown of general fund expenditures for the population range in which the selected city falls, so that the user can begin to look at how these expenditures compare with cities of similar populations.

Graph G - West Branch, Iowa

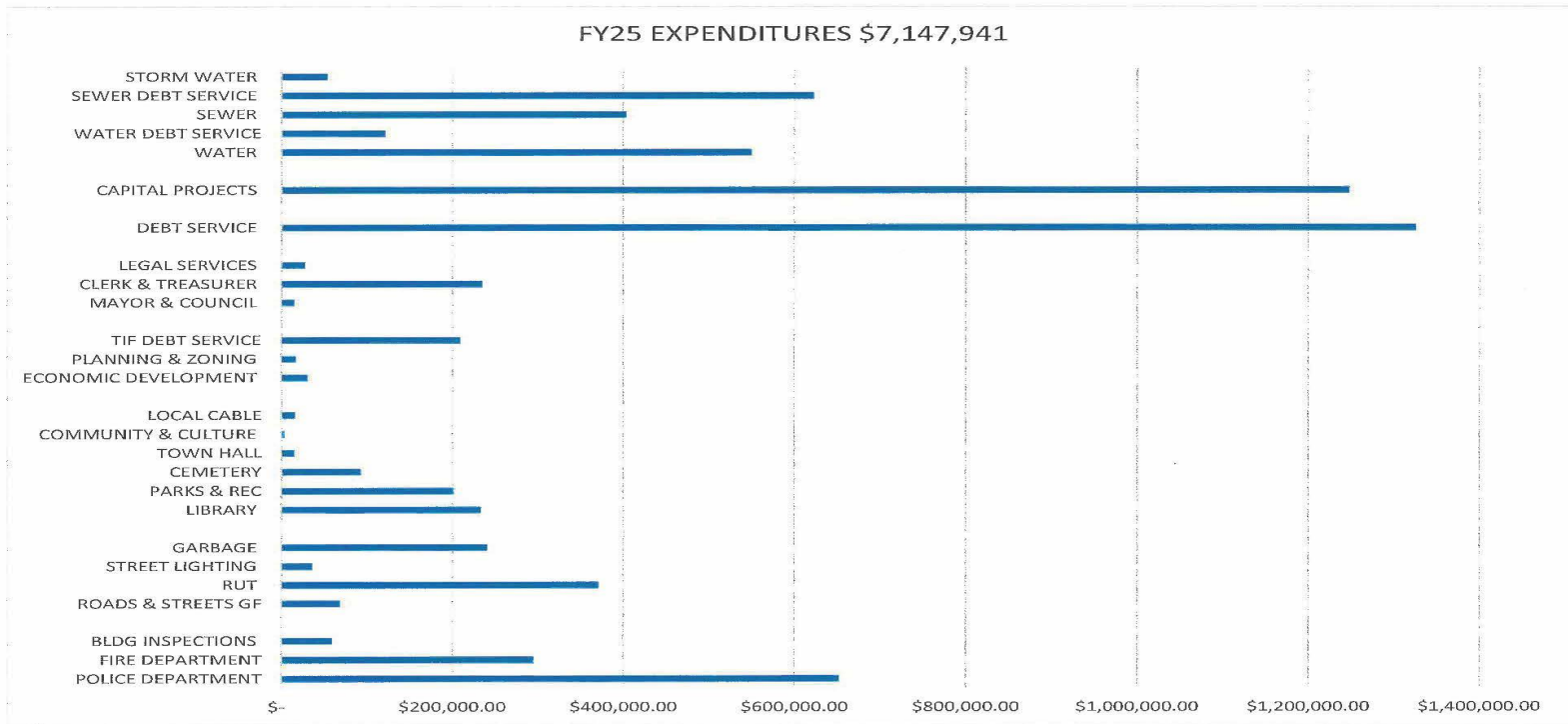


Each city has its own breakdown of general fund expenditures. Graph G features the breakdown of these expenditures specific to the selected city. Note that there are many factors and local characteristics that impact a city's breakdown. It is important to understand these local factors; comparisons cannot always be made purely based upon population or other factors.

More detail on general fund categories and subcategories is included in the appendices.



Maximum Levy



Budget Hearing

1. Lower Taxes
2. W. Main Street Overlay
3. Full Time Fire Chief
4. Finishing Wapsi Creek
5. Chip & Seal Cemetery
6. Applying for Grants
7. Increased Reserves for Police Department
8. New Website
9. Potential Solar Investments
10. New HVAC system for Library.
Taxes?



1. Lower Taxes

Last Year

$\$100,000 * 0.46 / 1000 * 13.19$

\$607 per \$100,000

This Year (Assumes no valuation increase as assessments typically occur every other year)

$\$100,000 * 0.44 / 1000 * 11.46$

\$570 per \$100,000



2. W. Main Rehabilitation

The project will include:

Milling (removal) of the existing asphalt

Targeted subsurface improvements

New asphalt overlay for a smoother, longer-lasting road

Shoulder improvements and widening to help prevent ice buildup in the winter

This investment will improve safety, extend the life of the roadway, and enhance overall driving conditions for residents and visitors alike.



3. New Full-Time Fire Chief

This year's budget includes transitioning to a full-time Fire Chief position. As our community continues to grow, this role will provide increased leadership, coordination, and support for our volunteer firefighters.

A full-time Chief will help:

Strengthen training and safety standards

Improve emergency response coordination

Enhance recruitment and retention of volunteers

Provide consistent oversight of operations and budgeting

This investment supports public safety and ensures our fire department is well-equipped to serve the community now and into the future.

Photo: West Branch Times



4. Wapsi Creek-Widening

Finishing this project, the City will:

Improve water flow capacity

Reduce the risk of flooding during heavy rain events

Protect nearby infrastructure and property

Support long-term stormwater management

This investment helps make our community more resilient and prepared for the future.



5. Chip & Seal Cemetery

This year's budget includes additional chip and seal work at the cemetery to improve road conditions and accessibility.

These improvements will:

Create a smoother driving surface

Reduce dust and ongoing maintenance needs

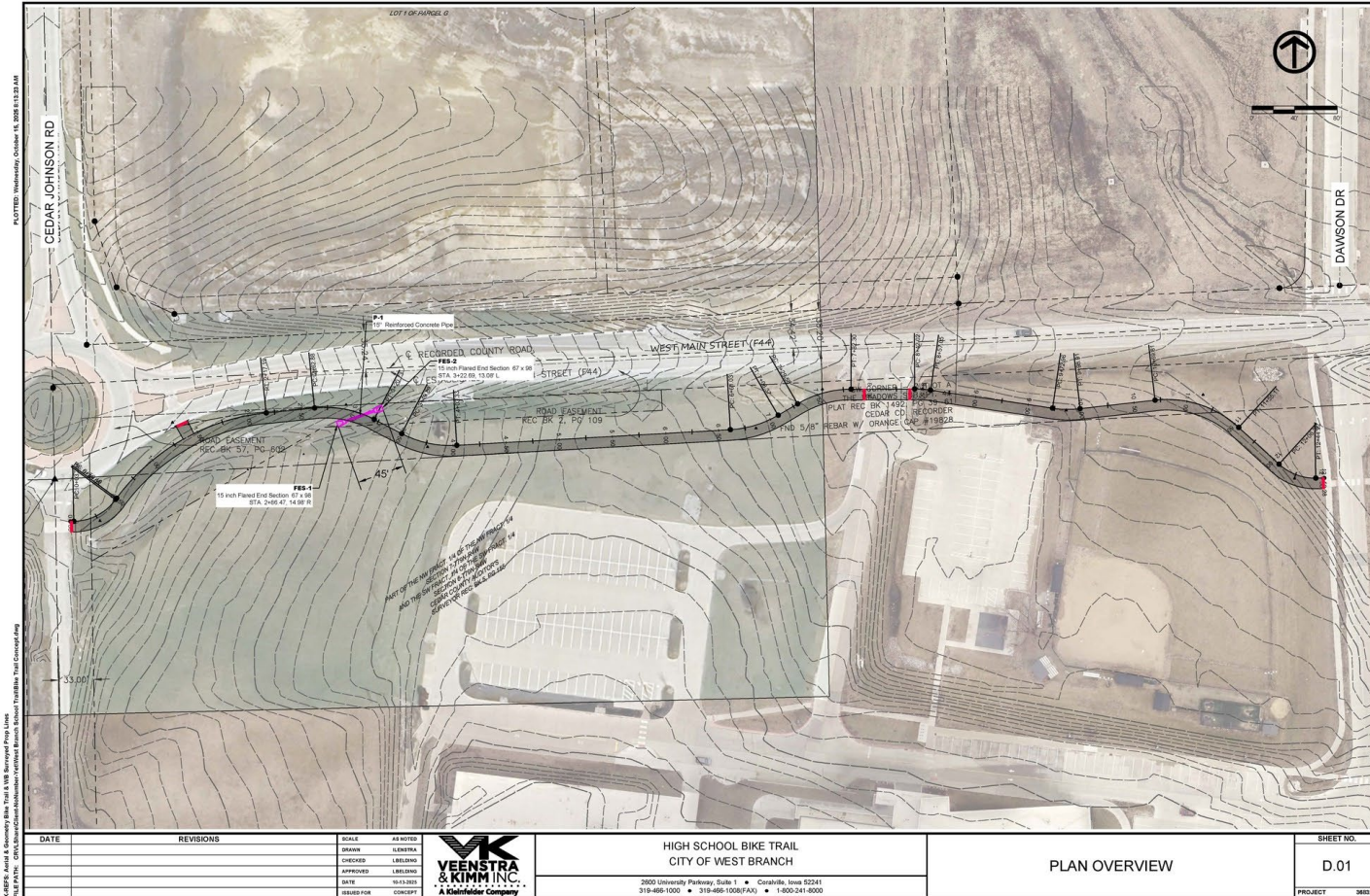
Enhance safety for visitors

Improve overall appearance and upkeep

This is a cost-effective way to maintain and extend the life of our cemetery roadways while providing a better experience for the community.



6. Seeking Trail Grants



7. Increased WBPD Equipment Reserves



8. A new Website

The updated website will:

Make it easier to find important information and services

Improve access to forms, agendas, and public documents

Be more user-friendly on phones and tablets

Enhance communication between the City and residents

This investment helps ensure residents can stay informed and connected with their local government more easily.



9. Potential Solar Investments

This year's budget explores potential investments in solar energy as part of a long-term approach to sustainability and cost savings.

By evaluating solar options, the City aims to:

Reduce long-term energy costs

Increase energy independence

Take advantage of available grants and incentives

Support environmentally responsible practices

These efforts are still being explored, but they represent a forward-thinking approach to managing both costs and sustainability for the future.



10. New HVAC System WBPL



The End



NOTICE OF PUBLIC HEARING

WEST MAIN STREET OVERLAY
WEST BRANCH, IOWA

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT
AND ESTIMATE OF COST FOR WEST MAIN STREET OVERLAY, CITY OF WEST BRANCH, IOWA

Notice is hereby given that a public hearing will be held by the City of West Branch on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the West Main Street Overlay at its meeting at 7:00 p.m. on the 20th day of April, 2026, in the Council Chambers at City Hall, 110 North Poplar Street, West Branch, Iowa. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

WEST MAIN STREET OVERLAY

Construct West Main Street Overlay project including all labor, materials, and equipment necessary for removal and replacement of 6" PCC curb and gutter, PCC sidewalk and driveways, full depth HMA patching, pavement scarification, HMA resurfacing; subdrain installation; intake and storm sewer installation; pavement markings; traffic control; earthwork, and miscellaneous associated work including cleanup.

At said hearing, the Council will consider said plans and specifications, proposed form of contract and the estimate of cost for the project, the same now being on file in the office of the Clerk, reference to which is made for a more detailed and complete description of the proposed work, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or cost of such project made by any interested party.

Published by the order of the City of West Branch, Iowa.

CITY OF WEST BRANCH, IOWA,

Roger Laughlin, Mayor

NPH-1

368331



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 20, 2026

AGENDA ITEM: Third Reading Ordinance 836 – Amending Section 65.02 of the Code of Ordinances of the City of West Branch, adding a Stop Sign Intersection.
--

PREPARED BY: City Clerk, Alycia Friis
--

DATE: March 11, 2026

SUMMARY: West Branch Code of Ordinance update:

(Adding the following to this section)

99. Orange Street at its intersection with Cedar-Johnson Road.

With the completion of the Cedar-Johnson Road project, it is time to add a stop sign where Orange Street meets the new Cedar-Johnson Road.

ORDINANCE NO. 836

AN ORDINANCE SECTION 65.02 OF THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH ADDING A STOP SIGN INTERSECTION.

WHEREAS, the Police Chief recommends adding on Orange Street at its intersection with Cedar-Johnson Road.

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. Section 65.02 is hereby amended by adding subsection (99) which reads as follows:

“99. Orange Street at its intersection with Cedar-Johnson Road.”

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

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

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

Approved and adopted this 20th of April, 2026.

First reading: March 16, 2026

Second reading: April 6, 2026

Third Reading: April 20, 2026

Roger Laughlin, Mayor

ATTEST:

Alycia Friis, City Clerk

ORDINANCE 834

AN ORDINANCE AMENDING CHAPTER 25 HISTORIC PRESERVATION COMMISSION FOR THE CITY OF WEST BRANCH, IOWA

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

Section 1. Amendment. Section 25.01 through 25.11, is hereby amended by deleting it in its entirety and replacing it with the following:

25.01 PURPOSE AND INTENT: The purpose of this ordinance is to:

- a. Promote the educational, cultural, economic and general welfare of the public through the recognition, enhancement, and perpetuation of sites and districts of historical and cultural significance;
- b. Safeguard the City's historic, aesthetic, and cultural heritage by preserving sites and districts of historic and cultural significance;
- c. Stabilize and improve property values;
- d. Foster pride in the legacy of beauty and achievements of the past;
- e. Protect and enhance the City's attractions to tourists and visitors and the support and stimulus to business thereby provided;
- f. Strengthen the economy of the City;
- g. Promote the use of sites and districts of historic and cultural significance as places for the education, pleasure, and welfare of the people of the City.

25.02: DEFINITIONS:

- a. Commission. The **West Branch** Historic Preservation Commission, as established by this ordinance.
- b. Historic District. An area which contains a significant portion of sites including archaeological sites, buildings, structures, objects and/or other improvements which, considered as a whole, possesses integrity of location, design, setting, materials, workmanship, feeling, and association, and
 - 1) embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or
 - 2) that represents a significant and distinguishable entity whose components may lack individual distinction; or
 - 3) is associated with events that have made significant contributions to the broad patterns of our local, state or national history; or
 - 4) possesses a coherent and distinctive visual character or integrity based upon similarity of scale, design, color, setting, workmanship, materials, or combinations thereof, which is deemed to add significantly to the value and attractiveness of properties within such area; or
 - 5) is associated with the lives of persons significant in our past; or
 - 6) has yielded, or may be likely to yield, information important in prehistory or history.

- c. Historic Landmark. A site including archaeological sites, object, structure or building which,
 1. is associated with events that have made a significant contribution to the broad patterns of our history; or
 2. is associated with the lives of persons significant in our past; or
 3. embodies the distinctive characteristics of a type, period, or method of construction, or that represents a work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or
 4. has yielded, or may be likely to yield, information important in prehistory or history.

25.03 WEST BRANCH HISTORIC PRESERVATION COMMISSION.

- a. The Commission shall initially consist of not less than **Three (3)** members who shall be residents of the City.
- b. Members of the Commission shall be appointed by the Mayor with the advice and consent of the City Council. Members shall demonstrate a positive interest in historic preservation, possessing interest or expertise in architecture, architectural history, historic preservation, city planning, building rehabilitation, conservation in general or real estate.
- c. The original appointment of the members of the Commission shall be staggered with the majority appointed for two years, and the balance for three years, from January 1 following the year of such appointment or until their successor is appointed to serve for a term of three years.
- d. Vacancies occurring in the Commission, other than expiration of term of office, shall be only for the unexpired portion of the term of the member replaced.
- e. Members may serve for more than one term and each member shall serve until the appointment of a successor.
- f. Vacancies shall be filled by the City according to the original selection as aforesaid.
- g. Members shall serve without compensation.
- h. A simple majority of the commission shall constitute a quorum for the transaction of business.
- i. The Commission shall elect a Chairperson who shall preside over all Commission meetings and elect a Secretary who shall be responsible for maintaining written records of the commission's proceedings.
- j. The Commission shall meet at least three (3) times a year.

25.04 POWERS OF THE COMMISSION:

- a. The Commission may conduct studies for the identification and designation of historic districts and landmarks meeting the definitions established by this ordinance. The commission may proceed at its own initiative or upon a petition from any person, group, or association. The Commission shall maintain records of all studies and inventories for public use.
- b. The Commission may make a recommendation to the State Historic Preservation Office for the listing of a historic district or landmark in the National Register of Historic Places and may conduct a public hearing thereon.
- c. The Commission may investigate and recommend to the City Council the adoption of ordinances designating historic landmarks and historic districts if they qualify as defined herein; and

- d. Provide information for the purpose of historic preservation to the governing body.
- e. Promote and conduct an educational and interpretive program on historic properties within its jurisdiction.
- f. Other Powers. In addition to those duties and powers specified above, the Commission may, with City Council approval:
 - i. Accept unconditional gifts and donations of real and personal property, including money, for the purpose of historic preservation.
 - ii. Acquire by purchase, bequest, or donation, fee and lesser interests in historic properties, including properties adjacent to or associated with historic properties.
 - iii. Preserve, restore, maintain and operate historic properties, under the ownership or control of the Commission.
 - iv. Lease, sell, and otherwise transfer or dispose of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property.
 - v. Contract, with the approval of the governing body, with the state or the federal government or other organizations.
 - vi. Cooperate with the federal, state and local governments in the pursuance of the objectives of historic preservation.

25.05 SEVERABILITY:

Should any section or provision of this ordinance be decided by a court of this state to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

25.06 AMENDITORY PROVISIONS:

The City may amend this ordinance to meet any unforeseen circumstances which may affect the duties and responsibilities of the Commission.

Section 2. Effective Date. This ordinance shall take effect immediately upon passage and publication as required by law.

Passed, adopted and approved this 20th day of April, 2026.

1 st Reading:	April 6, 2026
2 nd & 3 rd Reading:	Waive – April 20,2026
Adoption:	April 20, 2026

Mayor, Roger Laughlin

Attest:

City Clerk, Alycia A Friis

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

City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 20, 2026

AGENDA ITEM: Waiving 2 nd & 3 rd Readings, and Adoption of Ordinances 834 & 835: Historic Preservation Ordinances

PREPARED BY: Adam Kofoed

DATE: April 1, 2026

SUMMARY:

The Historic Preservation Commission alongside the Iowa Initiatives of Sustainable Communities (IISC) are recommending changes to the city historic preservation ordinances.

- It separates the chapter into two chapters for Certified Local Government (CLG) status.
- The first section is a boiler template that establishes the Historic Preservation Commission.
- Section two sets the parameters for the historic district and signage.

RECOMMENDATION

In conclusion, there are very few changes, we are just reformatting the chapters to make it more appealing to the State Historic Preservation Office (SHPO). Recommendation is to approve.

ORDINANCE NO. 835

AN ORDINANCE ADOPTING CHAPTER 29 HISTORIC PRESERVATION DISTRICT BOUNDARIES AND REGULATIONS

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

Section 1. Amendment. Amending the Administration, Boards, and Commissions area of the City of West Branch Code of Ordinances, the addition of Section 29, Historic Preservation District Boundaries and Regulations:

29.01 PURPOSE AND INTENT

The purpose of this ordinance is to define the boundaries and regulation of the West Branch Historic Preservation District in order to preserve and protect the historic, architectural, and cultural resources of the City of West Branch. These boundaries and regulation of the West Branch Historic Preservation District shall be governed by the Historic Preservation Commission with the advice and consent of the City Council.

29.02 DESCRIPTIONS

- A. "West Branch Historic Preservation District" consists of all of those properties located within the West Branch Historic Preservation District boundaries. (See map included in the Appendix to this Code of Ordinances.) All of the terms of this chapter apply to property located within the West Branch Historic Preservation District.
- B. Properties adjacent to the Historic Preservation District may be added to the district upon application of the property owner to the City office. (See form of application in the Appendix to this Code of Ordinances.) If these added properties transfer ownership, they shall remain in the Historic Preservation District unless removed through alterations of district boundaries by the City of West Branch Historic Preservation Commission (hereafter, "Commission").

29.03 PERMIT REQUIRED

It is unlawful for any person to begin new construction or to make any external alterations or repairs, including signs, in any manner whatsoever to any building within the confines of the Historic Preservation District, or to install or change a sign within the Historic Preservation District, without first obtaining a permit as provided herein. Permits may be found and turned in at the City office.

29.04 APPLICATION

Applicants for permit under this chapter must file with the City Administrator an application in writing on a form furnished for such purpose, which shall give the following information:

1. Name of applicant and property owner.
2. Permanent address of applicant and full address of property owner.
3. A detailed description of the nature of the proposed construction, external alteration and/or repair to the building.
4. A drawing or sketch of proposed construction or external alteration.

5. The intended start and finish dates for alteration and/or repair.
6. Current photographs of the property with details of the area(s) where proposed construction, external alteration and/or repair to the building will occur.
7. Applicant shall provide additional information upon request.

(See the Appendix to this Code of Ordinances for Permit Application Form.)

29.05 ADMINISTRATIVE REVIEW AUTHORITY.

The City Administrator, or designee, and the City of West Branch Historic Preservation Commission (hereafter "Commission") will have authoritative review rights on construction, alterations, and/or repairs to ensure they meet design standards.

The City Administrator, or designee, and the Commission Chair will have authoritative review rights for applications specifically for window signage without review by the full Commission.

The West Branch City Council (hereafter the "Council") shall serve as an arbitrator on all appeals.

29.06 INVESTIGATION AND ISSUANCE.

1. Upon receipt of application for permit under this chapter by the City Administrator or designated alternate, the application shall be checked for compliance with the City of West Branch Building Codes within five (5) calendar days. It shall also be referred upon receipt to the Chairperson of the West Branch Preservation Commission.
2. Applications for construction, alterations and/or repairs not in compliance with City of West Branch Building Codes will be returned to the applicant with a complete explanation of changes necessary for compliance.
3. Permits are reviewed no later than the scheduled commission meeting immediately following receipt of the application, with reports shared within 10 days of those meetings. The Commission shall approve or disapprove the application by majority vote based on the *Basic Standards for the Restoration and Rehabilitation of Historic Structures, Standards for Signage Design and Display, Checklist and Example of Prohibited Signs*. (See Appendix to this Code of Ordinances.)
4. Upon receipt of the application and report from the Commission, the City Administrator, or designee, will issue a permit to authorize construction, alterations and repairs receiving approval of the Commission. The permit shall be issued within twelve (12) calendar days from the date of approval. The permit fee shall be \$10.00.
5. Upon receipt of a report rejecting the application from the Commission, the City Administrator, or designee, will notify applicant of the rejection and the reason therefor. The applicant will also be informed in the same notification that the rejection can be appealed through the Council at the following regular meeting, or that a revised application may be submitted to the Commission for review.

6. The Council shall serve as an arbitrator on all appeals. The Council shall decide within 30 days of an appeal. An appeal of the decision of the Council, if any, must be made with the Clerk of District Court within 60 days of the decision of Council.

29.07 VIOLATION.

Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor; if such violation continues, each day's violation shall be considered a separate offense.

29.08 NONCONFORMING SIGNS.

All signs installed or displayed on September 9, 1991, are allowed to remain. All signs installed or displayed subsequent to September 9, 1991, and all future signs, including replacements or modifications, must fully comply with this chapter.

Variations may be granted upon showing of undue hardship. Before any variance is granted the following conditions must be shown to be present: the proposed sign location must be outside a building and must display a trademark or symbol recognized statewide or nationally.

29.09 AMENDATORY PROVISIONS.

The City may amend this ordinance to meet any unforeseen circumstances which may affect the regulation of historic districts and landmarks.

Section 2. Effective Date. This ordinance shall take effect immediately upon passage and publication as required by law.

Passed, adopted and approved this 20th day of April, 2026.

1 st Reading:	April 6, 2026
2 nd & 3 rd Reading:	Waive – April 20,2026
Adoption:	April 20, 2026

Mayor, Roger Laughlin

Attest: _____
City Clerk, Alycia A Friis

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

City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	April 20, 2026
AGENDA ITEM:	2nd Reading of Ordinance 838; Waive 2nd & 3rd Reading and Adoption of Ordinance 839: Amendment to Chapter 165 Sections 11 & 51 of the Zoning Regulations./ Move to Action.
PREPARED BY:	Adam Kofoed, City Administrator
DATE:	March 24, 2026

SUMMARY:

The Planning and Zoning Commission are recommending by a 6-0 vote for council to make two changes in its zoning code.

1. Modifies obstructions in rear yards (165.11) for “uncovered decks” on corner lots so residents have appropriate space to construct an uncovered deck for their pool.
2. Adds Iowa Legislation into our Code of Ordinances for Accessory Dwelling Units as mandated by the State of Iowa.

RECOMMENDATION

The Planning and Zoning Commission passed these unanimously. ADU’s are an affordable housing technique that have been tested in larger cities. Very few get constructed but they provide an option for a mother in law suites and additional rentals for extra income. Lastly the 2015 and West Branch 2050 will have Accessory Dwelling Units as recommendations in those Comprehensive Plans.

ORDINANCE NO. 838

AN ORDINANCE AMENDING CHAPTER 165 – CITY COUNCIL

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

Section 1. Amendment. Section 165.11 is hereby amended adding the highlighted areas to Section 11, Subsection 2, 3, and 4.

165.11 PERMITTED OBSTRUCTION IN REQUIRED YARDS.

The following obstructions, when located in the minimum area required for specified yards, shall be permitted.

1. In all yards:
 - A. Chimneys projecting 18 inches or less into the yard;
 - B. Flag poles;
 - C. Ordinary projections of sills, belt courses, cornices and ornamental features projecting not more than 18 inches into a yard;
 - D. Ornamental light standards;
 - E. Steps which are necessary for access to permitted buildings or for access to lots from streets and required exterior fire escapes;
 - F. Fences, hedges, and walls (see Section 165.43 for requirements);
 - G. Retaining walls (see Section 165.43 and requirements specific to Retaining Walls in 165.43(7)).
2. In front yards:
 - A. Fuel pumps and air and water outlets in conjunction with automobile service stations, provided they shall be set back at least 15 feet from the front lot line;
 - B. One-story bay windows projecting three feet or less into the yard;
 - C. Open terraces not over four feet above the average level of the adjoining ground and not projecting over 10 feet into a yard, but not including permanently roofed-over terraces or porches;
 - D. Signs and nameplates, as regulated therein.
 - E. In all residential districts there shall be a minimum front yard required for that particular zoning district in this chapter; provided, however, that where lots comprising 30 percent or more of the frontage within 200 feet of either side lot line are developed with buildings at a greater or lesser setback than stated in said particular zoning district, the front yard requirement for an undeveloped lot shall be the average of these building setbacks. In computing the average setback, buildings located on reverse corner lots or entirely on the rear half of lots shall not be counted. However, in no case shall the required front yard setback exceed 50 feet.
 - F. Uncovered patios and decks constructed two feet (2') or less above grade must be set back at least ten feet (10') from any front or street-side lot line and set back at least two feet (2') from any alley right of way. Uncovered patios and decks constructed more than two feet (2') above grade must be set back at least ten feet (10') from any front or street-side lot line.
3. In rear yards:
 - A. Air-conditioning condensers for central air conditioning units;
 - B. Arbors and trellises;
 - C. Balconies of not more than five feet into the required yard;
 - D. Breezeways and open porches;
 - E. Private garage;

- F. One-story bay windows projecting three feet or less into the yard;
 - G. Overhanging roof eaves and gutters, provided eaves and gutters of detached accessory buildings are not less than two feet from a lot line;
 - H. Open terraces not over four feet above the average level of the adjoining ground, but not including permanently roofed-over terraces or porches;
 - I. Open accessory off-street parking spaces;
 - J. Playground and laundry-drying equipment;
 - K. Private swimming pools and tennis courts;
 - L. Sheds, tool rooms or similar buildings customarily accessory to the principal use.
 - M. Satellite dish.
 - N. Uncovered patios and decks constructed two feet (2') or less above grade no rear setback is required. Uncovered patios and decks constructed more than two feet (2') above grade must be set back at least five feet (5') from any rear lot line.
4. Side yards:
- A. Open accessory off-street parking spaces;
 - B. Overhanging eaves and gutters projecting 24 inches or less into the yard;
 - C. Air-conditioning condenser for air-conditioner units
 - D. Uncovered patios and decks constructed two feet (2') or less above grade no side setback is required. Uncovered patios and decks constructed more than two feet (2') above grade must be set back at least five feet (5') from any side lot line.

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

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof no adjudged invalid or unconstitutional.

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

Passed and approved this 4th day of May, 2026.

First Reading: April 6, 2026
 Second Reading: April 20, 2026
 Third Reading: May 4, 2026

 Roger Laughlin, Mayor

ATTEST:

 Alycia Friis, City Clerk

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

 City Clerk

ORDINANCE NO. 839

AN ORDINANCE TO AMEND CHAPTER 165 – ZONING REGULATIONS

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

Section 1. Amendment. Amending Chapter 165 to add Section 51 in its entirety to the Chapter:
Adding Section 165.51 Accessory Dwelling Units per Senate File 592 : A minimum of one accessory dwelling unit on the same lot as a single-family residence is hereby allowed, with the following conditions (written and directed by Senate File 592 07/01/2025; State of Iowa Code Section 331.301)

165.51 RESIDENTIAL ACCESSORY DWELLING UNITS(ADU)

- (1) An accessory dwelling unit shall comply with all applicable building regulations as defined in Chapter 103A of the Code of Iowa.
- (2) An accessory dwelling unit shall not exceed one thousand square feet, or fifty percent of the size of the single-family residence, whichever is larger.
- (3) An accessory dwelling unit shall be prohibited or limited only to the extent that a state historic building code restriction, as adopted by a city in accordance with section 103A.43, subsection 3, a deed restriction, or a rule of a common interest community, as defined in section 499C.1, limits or prohibits the construction or use of an accessory dwelling unit. The imposition of an ordinance, motion, resolution, or amendment regulating accessory dwelling units that is more restrictive when applied to a common interest community than when applied to a single-family residence is prohibited.
- (4) If a manufactured home as defined in section 435.1, subsection 3, or a mobile home as defined in section 435.1 subsection 5, is used as an accessory dwelling unit, the manufactured home or mobile home shall be converted to a real property by being placed on a permanent foundation and assessed for real estate taxes pursuant to section 435.26.
 - (b) Except as otherwise provided in paragraph “a” or by state law, a city shall not impose any of the following limitations or restrictions:
 - (1) Requirements related to the placement or appearance of an accessory dwelling unit that are more restrictive than those imposed on a single-family residence including but not limited to the following: maximum building heights; minimum setback requirements; minimum lot sizes; minimum building frontages; maximum lot coverages; density requirements; and aesthetic or architectural standards or requirements. Additionally, a city shall not require an accessory dwelling unit to match the exterior design, roof pitch, or finishing matters of the single-family residence.
 - (2) Regulations on the use of an accessory dwelling unit as a rental property that are more restrictive than those provided for in subsections 9 and 16 of this section, section 414.1, subsection 1, paragraph “e” and chapter 562A.
 - (3) A requirement that the lot containing a single-family residence and an accessory unit have additional parking beyond that required for a single-family residence or payment of a fee in lieu of providing additional parking.
 - (4) Restrictions on the occupancy of either the single-family residence or the accessory dwelling unit by any of the following manners: requiring the property owner to be a resident; requiring a familial, marital or employment relationship to exist between the occupants of the single-family residence and the occupants of the accessory dwelling unit; or restricting the occupancy of an accessory dwelling unit based on income or age.
 - (5) A requirement of new or separate utility lines between the accessory dwelling unit and public utility service connections. However, if full utility access that includes a separate metering system for the billing purposes cannot be provided to the accessory dwelling unit, then the city can require new or separate utility lines.

- (6) Imposition of a different city impact fee structure or development standard for an accessory dwelling unit than those used for a single-family residence on the same lot.
- (7) The requirement of improvements or repairs to public streets or sidewalks beyond those imposed on the single-family residence on the same lot.

(c) A city shall approve an accessory dwelling unit permit application that meets the requirements set forth in paragraph “a” and by the state law without discretionary review or hearing and consistent with the time frame assigned to the approval of a single-family residence. An Accessory dwelling unit permit application shall not have a review timeline or schedule in excess of a city’s normal review schedule for a single-family residence. If the city denies an accessory dwelling unit permit, the reason for denial shall be provided in writing to the applicant and include any remedy necessary to secure approval.

(d) A city ordinance, motion, resolution, or amendment regulating accessory dwelling units in a manner that conflicts with this subsection is void. Nothing in this subsection prohibits a city from adopting and ordinance, motion, resolution or amendment that is more permissive than the requirements provided in this subsection.

(e.) For the purposes in this subsection:

- (1) Accessory dwelling unit means an additional residential dwelling unit located on the same lot as a single-family residence that is either attached to or detached from the single-family residence.
- (2) Detached includes being part of an accessory structure such as a detached garage.
- (3) Dwelling unit means the same as defined in section 562A.6, subsection 3.
- (4) Single family residence means the same as defined in section 562A.6 subsection 15 except to the extent that a single-family residence may share utility lines with the accessory dwelling unit if full utility access that includes a separate metering system for billing purposes can be provided to the accessory dwelling unit.

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

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof no adjudged invalid or unconstitutional.

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

Passed, adopted and approved this 20th day of April, 2026.

1 st Reading:	April 6, 2026
2 nd & 3 rd Reading:	Waive – April 20,2026
Adoption:	April 20, 2026

Roger Laughlin, Mayor

ATTEST:

Alycia Friis, 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: April 20, 2026

AGENDA ITEM: Waive 2 nd & 3 rd Reading and Adoption of Ordinance 837: Amendment to the City Council Meeting Time./ Move to Action
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PREPARED BY: City Clerk, Alycia Friis
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DATE: April 1, 2026

BACKGROUND:

The request has been made to move the regularly scheduled Council Meetings from 7:00pm to 6:00pm.

This is the request to amend Chapter 17, Section 4 of the Code of Ordinances as well as a resolution to amend the Procedural Rules for the West Branch City Council as well to reflect this change.

ORDINANCE NO. 837

AN ORDINANCE AMENDING CHAPTER 17 – CITY COUNCIL

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

Section 1. Amendment. Section 17.04 is hereby amended by removing the current time of 7:00 p.m. listed within section 1 and replacing it with 6:00 p.m.

17.04 COUNCIL MEETING.

Procedures for giving notice of meetings of the Council and other provisions regarding the conduct of Council meetings are contained in Section 5.06 of this Code of Ordinances.

Additional particulars relating to Council meetings are the following:

1. Regular Meetings. The regular meetings of the Council are on the first and third Mondays of each month in the Council Chambers at the City Office Building. The time of said meetings shall **be 6:00 p.m.** If such day falls on a holiday, the meeting is held at a mutually agreeable time, as determined by the Council.
2. Special Meetings. Special meetings shall be held upon call of the Mayor or upon the request of a majority of the members of the Council.
(Code of Iowa, Sec. 372.13[5])
3. Quorum. A majority of all Council members is a quorum.
(Code of Iowa, Sec. 372.13[1])
4. Rules of Procedure. The Council shall determine its own rules and maintain records of its proceedings.
(Code of Iowa, Sec. 372.13[5])
5. Compelling Attendance. Any three members of the Council can compel the attendance of the absent members at any regular, adjourned, or duly called meeting, by serving a written notice upon the absent members to attend at once.

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

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof no adjudged invalid or unconstitutional.

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

Passed, adopted and approved this 20th day of April, 2026.

1 st Reading:	April 6, 2026
2 nd & 3 rd Reading:	Waive – April 20,2026
Adoption:	April 20, 2026

Roger Laughlin, Mayor

ATTEST:

Alycia Friis, 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: April 20, 2026

AGENDA ITEM: **Resolution 2026-34** - RESOLUTION APPROVING PAY ESTIMATE NUMBER 3 IN THE AMOUNT OF \$341,878.81 TO PETERSON CONTRACTORS, INC. FOR THE 2025 CHANNEL WIDENING FLOOD IMPROVEMENTS PROJECT. / Move to action.

PREPARED BY: City Clerk, Alycia Friis

DATE: April 13, 2026

SUMMARY:

Peterson Contractors, Inc of Reinbeck, Iowa was awarded the construction contract for the 2025 Channel Widening Flood Improvement Project by the West Branch City Council through the passage of Resolution 2025-87 on August 4, 2025 in the amount of \$1,110,692.64.

The City has received and paid the following Pay Estimates for the project to date:

Pay Estimate Number	Amount	Resolution #	Date
1	\$124,909.08	2025-123	November 17, 2025
2	<u>\$324,462.77</u>	2025-132	December 15, 2025
	\$449,371.85		

RESOLUTION 2026-34

RESOLUTION APPROVING PAY ESTIMATE NUMBER 3 IN THE AMOUNT OF \$341,878.81 TO PETERSON CONTRACTORS, INC. FOR THE 2025 CHANNEL WIDENING FLOOD IMPROVEMENTS PROJECT

WHEREAS, Peterson Contractors, Inc. of Reinbeck, Iowa was awarded the construction contract for the 2025 Channel Widening Flood Improvement Project (the “Project”) by the West Branch City Council through the passage of Resolution 2025-87 on August 4, 2025 in the amount of \$1,110,692.64; and

WHEREAS, Peterson Contractors, Inc. has declared that said Project has started and work has been rendered in accordance with drawings and specifications on the Project and based on observations by project managers of Veenstra & Kimm who are contracted with the City of West Branch to oversee the construction process; and

WHEREAS, it is now necessary for the City Council to accept Pay Estimate Number 3 in the amount of \$341,878.81 to Peterson Contractors, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that Pay Estimate Number 3 in the amount of \$341,878.81 to Peterson Contractors, Inc. is approved.

PASSED AND APPROVED this 20th day of April, 2026.

Roger Laughlin, Mayor

ATTEST:

Alycia A Friis, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 20, 2026

AGENDA ITEM:	Resolution 2026-35 Approving the General Agreement between the US Department of the Interior National Park Service and the City of West Branch, Iowa regarding Law Enforcement Assistance../ Move to Action.
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PREPARED BY:	City Clerk, Alycia Friis
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DATE:	April 13, 2026
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BACKGROUND:

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

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

RESOLUTION 2026-35

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

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

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

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

WHEREAS, the City Council would like to continue the provisions of the General Agreement, which are currently in place as a result of a General Agreement which was approved by the City Council in April of 2021; and

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

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

* * * * *

Passed and approved this 20th day of April, 2026.

Roger Laughlin, Mayor

ATTEST:

Alycia Friis, City Clerk

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

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

ARTICLE I – BACKGROUND AND OBJECTIVES

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

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

ARTICLE II – AUTHORITY

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

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

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

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

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

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

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

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

ARTICLE III – STATEMENT OF WORK

A. The NPS agrees as follows:

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

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

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

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

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

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

B. The WBPB agrees as follows:

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

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

C. The parties further agree as follows:

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

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

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

ARTICLE IV – TERMS OF AGREEMENT

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

ARTICLE V – KEY OFFICIALS

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

1. **For the NPS:**

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

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

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

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

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

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

ARTICLE VI – FUNDING

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

ARTICLE VII – REPORTS AND/OR OTHER DELIVERABLES

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

ARTICLE VIII – PROPERTY UTILIZATION

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

ARTICLE IX – MODIFICATION AND TERMINATION

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

ARTICLE X – STANDARD CLAUSES

- A. **Civil Rights**

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

B. Promotions

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

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

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

See attached:

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

804.7 Arrests by peace officers

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

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

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

804.7A - Arrests by federal law enforcement officers

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

90 Acts, ch 1014, §1

Referred to in §804.7B

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

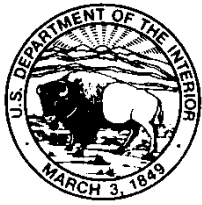
1. For purposes of this section, “out-of-state peace officer” means a person employed full time as a peace officer by a state other than Iowa or a political subdivision of a state other than Iowa who is empowered to effect an arrest with or without a warrant under the laws of that jurisdiction, who is authorized to carry a firearm in the performance of the person’s duties, and who is certified or licensed as a regular peace officer in the jurisdiction in which the person’s employing agency or appointing authority is located. Notwithstanding section 804.7A, for purposes of this section “out-of-state peace officer” also means a person employed full time by the United States government who is empowered to effect an arrest with or without a warrant for a violation of the United States Code and who is authorized to carry a firearm in the performance of the person’s duties as a federal law enforcement officer.

2. a. An out-of-state peace officer may make arrests and conduct other law enforcement activities in this state pursuant to an agreement entered into under chapter 28E by the peace officer’s employing agency or appointing authority and the state of Iowa or a political subdivision of the state of Iowa. Any arrests made or activities conducted by an out-of-state peace officer shall be in accordance with any conditions and specifications contained in the agreement and shall be in accordance with Iowa law. An out-of-state peace officer who makes an arrest or conducts an activity in this state shall immediately contact and cooperate with a law enforcement agency having jurisdiction over the area in which the activities have occurred. An out-of-state peace officer who acts in accordance with an agreement entered into pursuant to this section and Iowa law has the same immunity from suit in this state as a peace officer, as defined in section 801.4.

b. Out-of-state peace officers making arrests or conducting law enforcement activities in this state pursuant to a chapter 28E agreement are not employees or agents of the state of Iowa or any political subdivision of the state of Iowa. To the extent permitted by law, the employing agency or appointing authority of the out-of-state peace officer and the out-of-state peace officer are liable for any acts or omissions which arise out of the arrests or law enforcement activities of the out-of-state peace officer.

c. Agreements made under this section shall not exceed any jurisdictional limitations to which the state or the political subdivision of this state are subject. Agreements made under this section shall not permit out-of-state peace officers to perform regularly scheduled or routine patrol functions. This section shall not be construed to limit the authority of an employing agency or appointing authority to restrict the exercise of power or authority of peace officers who are employed by or are the agents of the agency or authority.

98 Acts, ch 1140, §1



United States Department of the Interior

NATIONAL PARK SERVICE



IN REPLY REFER TO:

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

February 26, 2026

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

Dear Mr. Laughlin:

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

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

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

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

Sincerely,

Peter S. Swisher
Superintendent



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 20, 2026

AGENDA ITEM: Resolution 2026-36 Approving the General Agreement between the US Department of the Interior National Park Service and the City of West Branch, Iowa regarding Fire/EMS Department Assistance./ Move to Action.

PREPARED BY: City Clerk, Alycia Friis
--

DATE: April 13, 2026

BACKGROUND:

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

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

RESOLUTION 2026-36

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

WHEREAS, the objective of the Agreement is to coordinate emergency fire/rescue assistance between the two agencies; and

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

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

WHEREAS, the City Council would like to continue the provisions of the General Agreement, which are currently in place as a result of a General Agreement which was approved by the City Council in April of 2021; and

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

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

* * * * *

Passed and approved this 20th day of April, 2026.

Roger Laughlin, Mayor

ATTEST:

Alycia Friis, City Clerk

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

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

ARTICLE I - BACKGROUND AND OBJECTIVES

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

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

ARTICLE II - AUTHORITY

54 U.S.C. § 100101 *et seq.*, the NPS Organic Act, directs the Secretary of the Interior to promote and regulate National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

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

Title 54 U.S.C. § 102712(a) authorizes the Secretary of the Interior to “aid visitors within a System unit in an emergency....”

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

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

understandings.

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

ARTICLE III - STATEMENT OF WORK

A. NPS responsibilities:

1. Within NPS Jurisdiction

- a. When adequate resources are available, the NPS will respond and provide emergency EMS, SAR, and Wildland Fire Management actions within HEHO.
- b. The NPS will utilize the Incident Command System “ICS” and will assume Incident Commander “IC” responsibilities within HEHO. Incidents of a magnitude larger than NPS resources can manage effectively may require a cooperative effort with other agencies. These incidents will be managed through Unified Command.
- c. The NPS may request the WBFD resources for incidents occurring within HEHO. The NPS will provide a liaison to the WBFD in cases when resources have been requested. The NPS liaison will participate and work cooperatively with the WBFD resources until the incident has concluded.
- d. Provide the WBFD opportunity for a familiarization tour of the HEHO facilities, equipment and access points. This may include walk-through inspections to familiarize their personnel with buildings and sensitive areas, including museum collections and historic structures.

2. Outside NPS Jurisdiction

- a. The NPS agrees to provide emergency EMS, SAR, Structural and Wildland Fire Management actions to the WBFD outside of HEHO when an unexpected occurrence requires immediate action, including a response for serious injury/fatality accidents, lost persons, wildfires, structure fires, or other incidents directly affecting visitor safety and the protection of human life. The NPS may respond to emergency incidents outside HEHO provided:
 - The incident is an emergency;
 - The incident is in the vicinity or near the park;
 - That NPS personnel or resources have been requested; and
 - NPS personnel have the proper certification and authorizations to provide care.
- b. Upon receiving an official request from the WBFD, the NPS shall render emergency EMS/SAR/Firefighting assistance (in accordance with section A.2.b above) to the WBFD whenever possible. A request for such emergency assistance will be placed with Cedar County dispatch or directly through the Chief Ranger, or their representative.

- c. The NPS may render emergency assistance in those situations where an NPS Ranger or an NPS Wildland Firefighter, while in the course of his/her official duties, observes an emergency within the scope of section A.2.b above, at which time the NPS shall secure and manage the scene. The NPS shall immediately notify the WBFD of the emergency. Upon arrival of the first WBFD responder on the scene, the NPS shall relinquish control; however, upon request, the NPS may assist the WBFD for the duration of the emergency.
- d. The NPS shall render assistance until such time as the WBFD has enough resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.
- e. The on-scene commanding officer of the WBFD shall be in primary control of all responders, including NPS personnel who are rendering emergency assistance, provided that the WBFD on-scene commander shall exercise control of NPS personnel only through the highest ranking NPS Ranger or NPS Wildland Firefighter on scene. The highest-ranking individual shall be identified by the NPS at the time of the emergency.
- f. NPS Personnel will remain under the direction of the NPS EMS Medical Advisor and will follow NPS Field Manual protocols and procedures. NPS EMS providers will act within their scope of practice and certification.
- g. The NPS Chief Ranger or their representative may decide at any time to withdraw emergency assistance for good cause.

B. WBFD responsibilities:

1. The WBFD will respond and provide EMS, SAR, and Wildland Fire and Structure Fire Management assistance within the HEHO, provided that it is within the WBFD response area.
2. For incidents occurring within HEHO, the WBFD will report to the NPS as soon as practical via verbal notification and/or written report:
 - Incidents involving fatalities, serious injury, or injuries to multiple persons;
 - Incidents involving lost persons;
 - Incidents involving or with the potential to involve media interest;
 - Incidents involving motor vehicle accidents within the park;
 - Incidents involving damage to buildings, property, or resources; and
 - Incidents involving structural or wildland fires.
3. To utilize “minimum impact suppression tactics (MIST)” when conducting Wildland Fire Management actions within HEHO:
 - Outside of a designated wilderness area, the WBFD will not use ground-disturbing heavy equipment such as graders or bulldozers without the permission of the HEHO Superintendent or his/her designee.

4. The WBFD may assist NPS efforts or respond independently within HEHO when service is requested.
5. The WBFD may decide at any time to withdraw emergency assistance for good cause.

C. The Parties further agree as follows:

1. The Parties agree to provide the other agency a list of responsible persons, with telephone numbers, to be contacted in an emergency. The Parties will update the list as needed to reflect personnel changes and annually confirm assigned personnel.
2. Each Party authorizes the other to utilize its radio frequency(s) as needed to carry out the provisions of this Agreement.
3. Each Party will provide the other copies of current fire management, EMS, SAR, or other applicable emergency response plans and maps. The Parties will consult with each other when developing these plans to determine/confirm agency capabilities and responsibilities.
4. Each party will bear its own costs for furnishing services under this Agreement, and neither party will claim reimbursement for those costs from the other.
5. To the extent authorized by applicable law, each Party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability, arising out of or resulting from activities under this Agreement. Each Party will be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees.
6. The Parties will coordinate all public information releases about emergency response incidents and other matters involving both Parties. No public information released by one Party will refer to the other Party or to any employee of the other Party (by name or otherwise) without the other Party's prior approval. Each Party agrees not to comment to the media on incidents that occur in the other Party's jurisdiction. All media inquiries will be directed to the respective agency's information officer or designee.
7. The Parties will exercise their best efforts to perform their responsibilities under this Agreement in a timely and professional manner. However, nothing in this Agreement is intended to restrict either Party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.

Article IV – Agency and Scope of Employment

1. NPS personnel rendering assistance to the WBFD pursuant to this Agreement will be deemed to be acting within the scope of their Federal employment. Under no circumstances will NPS personnel be deemed to be “borrowed servants” of the WBFD.
2. NPS personnel rendering assistance to the WBFD pursuant to this agreement will wear the official NPS uniform or NPS required personal protective equipment; will remain under the

authority and command of NPS supervisors; will be subject to the laws, regulations, and policies of the NPS and of the United States; and will not receive any monetary compensation from any source other than the NPS.

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

ARTICLE IV - TERM OF AGREEMENT

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

ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the Parties and the work being performed. They are:

1. For the NPS:

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

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

2. For the City of West Branch:

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

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

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

ARTICLE VI - FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III (Statement of Work).

ARTICLE VII - REPORTS AND/OR OTHER DELIVERABLES

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

ARTICLE VIII - PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the Parties, any property furnished by one Party to the other will remain the property of the furnishing Party. Any property furnished by the NPS to the Wbfd during the performance of this Agreement will be used and disposed of as set forth in federal law.

ARTICLE IX - MODIFICATION AND TERMINATION

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

ARTICLE X - STANDARD CLAUSES

A. Non-Discrimination

All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

B. NPS Appropriations

Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.

C. Prior Approval

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

1. Holding special events within the Park;
2. Entering into third-party agreements of a material nature;
3. Assigning or transferring this Agreement or any part thereof;
4. Constructing any structure or making any improvements within the Park's boundaries;
5. Releasing any public information that refers to the Department, the NPS, HEHO, any NPS employee (by name or title), this Agreement contemplated hereunder.

D. Compliance with Applicable Laws

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

E. Disclaimers of Government Endorsement

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

F. Modifications

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

G. Waiver

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

H. Officials Not to Benefit

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

I. Liability

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

J. Non-Exclusive Agreement

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

K. Partial Invalidity

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

L. Freedom of Information Act

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

RESOLUTION 2026-37

**A RESOLUTION ADOPTING THE FINAL ANNUAL BUDGET FOR
FISCAL YEAR 2027**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST
BRANCH, IOWA:**

The final fiscal year 2027 (July 1, 2026 – June 30, 2027) annual budget as set forth in the budget summary and certification of taxes and in the detailed budget in support thereof showing revenue estimates and appropriation expenditures and allocations to programs for said fiscal year is adopted.

Passed and approved the 20th day of April, 2026.

Roger Laughlin, Mayor

ATTEST:

Alycia Friis, City Clerk

RESOLUTION 2026-38

**SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE
OF SOLICITING WRITTEN AND ORAL COMMENTS ON THE CITY'S
PROPOSED FISCAL YEAR 2026 BUDGET AMENDMENT**

WHEREAS, the City Council of the City of West Branch, Iowa, previously approved the annual budget for Fiscal Year 2026; and

WHEREAS, a budget amendment is necessary to permit the appropriation and expenditure of amounts anticipated to be available from sources other than property taxation, and which had not been anticipated in the budget in accordance with Iowa Code 384.18.2; and

WHEREAS, Iowa Code 384.16.3 requires a public hearing on the proposed budget amendment where any resident or taxpayer of the city may present to the council objections to any part of the budget amendment for the current fiscal year or arguments in favor of any part of the budget amendment before its adoption and certification to the county auditor; and

WHEREAS, interested residents or taxpayers having comments for or against these proposals may appear and be heard at the public hearing at the City Council meeting on May 4, 2026 at 7:00 p.m. at the City Council Chambers, 110 N. Poplar Street, West Branch, Iowa or electronically using zoom.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that this confirms that the council orders the publication of a notice of public hearing pertaining to the adoption of the Fiscal Year 2026 budget amendment not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing.

PASSED AND APPROVED this 20th day of April, 2026.

Roger Laughlin, Mayor

Attest:

Alycia Friis, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of WEST BRANCH
Fiscal Year July 1, 2025 - June 30, 2026

The City of WEST BRANCH will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

Meeting Date/Time: 5/4/2026 07:00 PM

Contact: Heidi Van Auken

Phone: (319) 643-5888

Meeting Location: Council Chambers at City Office
110 N. Poplar Street
West Branch, IA 52358

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,601,043	0	2,601,043
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,601,043	0	2,601,043
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	644,630	0	644,630
Other City Taxes	6	437,569	0	437,569
Licenses & Permits	7	65,000	0	65,000
Use of Money & Property	8	30,800	0	30,800
Intergovernmental	9	1,364,086	0	1,364,086
Charges for Service	10	2,558,313	0	2,558,313
Special Assessments	11	0	0	0
Miscellaneous	12	21,400	0	21,400
Other Financing Sources	13	5,285,755	0	5,285,755
Transfers In	14	2,052,795	0	2,052,795
Total Revenues & Other Sources	15	15,061,391	0	15,061,391
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,322,583	17,584	1,340,167
Public Works	17	869,732	0	869,732
Health and Social Services	18	0	0	0
Culture and Recreation	19	837,862	8,580	846,442
Community and Economic Development	20	307,279	55,000	362,279
General Government	21	360,338	7,000	367,338
Debt Service	22	789,653	152,000	941,653
Capital Projects	23	5,114,827	0	5,114,827
Total Government Activities Expenditures	24	9,602,274	240,164	9,842,438
Business Type/Enterprise	25	3,068,755	70,000	3,138,755
Total Gov Activities & Business Expenditures	26	12,671,029	310,164	12,981,193
Transfers Out	27	2,052,795	0	2,052,795
Total Expenditures/Transfers Out	28	14,723,824	310,164	15,033,988
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	337,567	-310,164	27,403
Beginning Fund Balance July 1, 2025	30	6,560,222	0	6,560,222
Ending Fund Balance June 30, 2026	31	6,897,789	-310,164	6,587,625

Explanation of Changes: Amending expenses for Library (grant); Economic Development (right of way purchase, CAT grant for Hoover Foundation, P&Z engineering costs); Debt Service (2025 bond debt payment); Water (water meters, water main breaks, utility services, WET tax); and Trust & Agency.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 20, 2026

AGENDA ITEM: Website Contract with Revize LLC
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PREPARED BY: Heidi Van Auken

DATE: April 13, 2026

SUMMARY:

Under the American with Disabilities Act and specifically the Web Content Accessibility Guidelines, the City of West Branch is required to have its website be accessible to people with disabilities. The website must follow WCAG 2.1 Level AA standards which cover keyboard navigation, screen reader compatibility, and color contrast. This law ensures that as government services move online, individuals with disabilities are not excluded or discriminated against.

Because the City of West Branch needs to comply with the WCAG standards noted above and for the navigation ease of both the residents and staff, the city sought estimates from several vendors and has decided to sign an agreement with Revize LLC. The agreement includes the design, build, software updates, customer support, website hosting, document storage, interactive forms application, and other services for a five-year term. (Please see the agreement for all details.)

The first year of the contract will be FY27 but in order to begin the process and meet the WCAG deadline, we will pay a deposit of \$2,000 in FY26 to begin the planning of the new website as soon as possible.

RESOLUTION 2026-39

RESOLUTION APPROVING A WEBSITE SERVICES AGREEMENT BETWEEN REVIZE SOFTWARE SYSTEMS AND THE CITY OF WEST BRANCH, IOWA REGARDING WEBSITE DESIGN, BUILD AND SERVICES

WHEREAS, the objective of the Agreement is to replace the current website platform that the City of West Branch has in place; and

WHEREAS, the Department of Justice (DOJ) established final rules for digital accessibility, covering websites, mobile apps, and electronic documents (PDFs). State and local government websites must comply with WCAG 2.1 Level AA standards, enforced under Title II of the ADA. Deadlines for compliance of these standards is April 26, 2027, for smaller entities and special districts.; and

WHEREAS, the City of West Branch would need to upgrade their website platform and capabilities to allow for both, a better product for it's users and to ensure compliance with WCAG2.1 Level AA standards; and

WHEREAS, the City of West Branch administration team has researched and reviewed various website companies and software systems to ensure these standards will be met, while meeting the needs of the city staff and residents. From that research, the staff has selected Revize Software Systems for the design, revision and compliance regulation for the City of West Branch Government website; and

WHEREAS, it is now necessary for the City Council of the City of West Branch to approve said General Agreement with Revize LLC, aka Revize Software Systems. This agreement would be for a five-year term with a locked in rate of \$5,070 a year, for the first 5 years. There would be a custom website design and build fee of \$9,900, to round the payments out to \$7,050 each year starting 4/25/2026 with a final payment on 4/25/2030. The agreement will automatically renew each year after the five years of service, unless either party gives notice of cancellation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned Web Services Sales Agreement with Revize Software Systems, is hereby approved. Further, the Mayor is directed to execute said Agreement on behalf of the City.

Passed and approved this 20th day of April, 2026.

Roger Laughlin, Mayor

ATTEST:

Alycia Friis, City Clerk