

**CITY COUNCIL JOINT WORK SESSION
WITH THE WEST BRANCH PARK AND RECREATION COMMISSION
Monday, November 7, 2016 • 6:00 p.m.
City Council Chambers, 110 North Poplar Street**

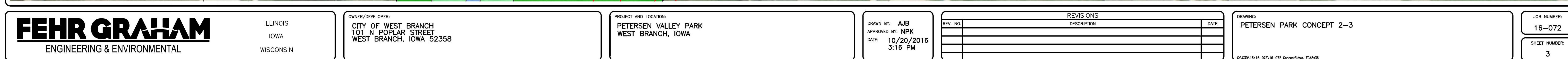
1. Call to order
2. Roll call
3. Mr. Nate Kaas, Fehr-Graham Engineering & Environmental – West Branch Park Improvements Project: Preferred Design Alternatives for the Park Space in Pedersen Valley
4. Adjourn

**CITY COUNCIL MEETING AGENDA
Monday, November 7, 2016 • 7:00 p.m.
City Council Chambers, 110 North Poplar Street
*Action may be taken on any agenda item.***

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
 - a. Approve minutes from the October 17, 2016 regular City Council Meeting.
 - b. Approve claims.
 - c. Approve Change Order No. 3 in the amount of \$1,820.00 to Oasis Electric, LLC for removal and replacement of the center pole on the volleyball court at Beranek Park for the West Branch Parks and Recreation Phase 1 Improvements Project.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Pro Tem Colton Miller - Appointments/Reappointments/Move to action.
 - i. Cole Tisinger, Volunteer – West Branch Fire & Rescue Department
 - ii. Mikayla Hunter, Cadet – West Branch Fire and Rescue Department
 - b. Resolution 1524, directing the Mayor to send a zoning confirmation letter to VBJ LLC./Move to action.
 - c. City Attorney Kevin Olson - Discussion of Incentives for Cotton Creek Mill
 - d. Second Reading of Ordinance 743, Amending Title Chapter 92 “Water Rates.”/Move to action.
 - e. First Reading of Ordinance 744, Amending Chapter 69 of the Code of Ordinances regarding parking regulations./Move to action.
 - f. Resolution 1525, authorizing internal advance to the tax increment financing fund./Move to action.

CITY COUNCIL MEETING AGENDA
Monday, November 7, 2016 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- g. Resolution 1526, approving the West Branch Police Department Policies and Procedures Manual./Move to action.
 - h. Resolution 1527, approving various contracts for the 2017 Hoover's Hometown Days Celebration in the amount of \$41,644.00./Move to action.
 - i. Resolution 1528, designating Foster Street as a Special 20 MPH Speed Zone per Subsection 63.04(2)A in the Code of Ordinances of the City of West Branch, Iowa./Move to action.
 - j. Resolution 1529, approving legal services agreement and authority to represent with Lynch Dallas, PC in an amount not to exceed \$2,300./Move to action.
 - k. City Administrator Matt Muckler - FY17 Capital Improvement Projects
 - l. Resolution 1522, approving two engineering services agreements with Veenstra & Kimm, Inc. for the Main Street Sidewalk Improvements – Phase 4 and the North First Street Improvements Projects in an amount not to exceed \$51,050./Move to action.
 - m. Resolution 1530, considering the issue of whether Acciona Windpower North America, LLC should be rebated a portion of tax increment revenues./Move to action.
 - n. Resolution 1531, approving Supplemental Agreement No. 1 – Phase II Final Design Services on the College Street Bridge Replacement Project with Veenstra & Kimm, Inc. for the lump sum of \$92,860./Move to action.
 - o. Resolution 1532, accepting the West Branch, Iowa Main Street Intersection and Sidewalk Improvements Project as substantially complete./Move to action.
 - p. Resolution 1533, approving a commercial services agreement with TruGreen Commercial in the amount of \$2,504./Move to action.
 - q. Resolution 1534, authorizing new funds./Move to action.
 - r. Resolution 1535, authorizing internal advance to the tax increment financing fund./Move to action.
 - s. Resolution 1536, authorizing the transfer of funds./Move to action.
8. City Staff Reports
- a. Library/IT Director Nick Shimmin – West Branch Public Library Annual Report
 - b. City Engineer Dave Schechinger – I-80 Meeting with Iowa Department of Transportation and Johnson County Engineer's Office
 - c. City Attorney Kevin Olson - Casey's General Store #2524, located at 311 E. Main Street
9. Comments from Mayor and Council Members
10. Adjournment





30 0 30 60 90 FEET





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

**West Branch, Iowa
Council Chambers**

City Council Meeting

**October 17, 2016
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:00 p.m. Mayor Laughlin then invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Roger Laughlin was present. Council members: Colton Miller, Tim Shields, Mary Beth Stevenson and Brian Pierce were present. Council Person Jordan Ellyson was absent. Laughlin welcomed the audience and the following City staff: City Administrator Matt Muckler, Finance Officer Gordon Edgar, Police Chief Mike Horihan, Library Director Nick Shimmin, Parks & Recreation Director Melissa Russell and Public Works Director Matt Goodale.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

Approve minutes from the October 3, 2016 City Council Work Session #1.

Approve minutes from the October 3, 2016 regular City Council Meeting.

Approve minutes from the October 3, 2016 City Council Work Session #2.

Approve claims.

Approve Change Order No. 2 in the amount of \$1,364.00 to All American Concrete, Inc. for stormwater improvements to extend a culvert and install an intake to address an uncovered culvert pipe on the West Branch Parks and Recreation Phase 1 Improvements Project.

Approve Change Order No. 3 in the amount of \$10,955.60 to Cornerstone Excavating, Inc. for extra soil core out on the 4th Street Reconstruction Project.

EXPENDITURES

10/17/2016

ALLIANT ENERGY	WATER-UTILITIES	10,200.15
ALTORFER INC	KEY	505.00
AMAZON	BOOKS AND SUPPLIES	682.29
BAKER & TAYLOR INC.	BOOKS	444.53
BARRON MOTOR SUPPLY	REPAIR PARTS/SUPPLIES	356.65
BP AMOCO	VEHICLE FUEL	230.36
CEDAR COUNTY COOPERATIVE	CHEMICALS	125.35
CEDAR COUNTY RECORDER	RECORDING FEES	57.00
CEDAR RAPIDS PHOTO COPY IN	COPIER MAINTENANCE	61.47
CEREBRAL GROUP LLC	PAVING REPAIR 1ST ST	6,303.78
COSTCO WHOLESALE	SUPPLIES	79.14
DEWEYS JACK & JILL	MAINTENANCE SUPPLIES	12.91
DORSEY & WHITNEY LLP	LEGAL FEES	758.91
FARMERS SUPPLY SALES INC	REPAIR PARTS	217.55
FINANCIAL ADJUSTMENT BUREA	COLLECTION FEE	10.00
HARRY'S CUSTOM TROPHIES LT	SUPPLIES	165.00
HBK ENGINEERING LLC	PROF FEES-LION'S FIELD CREEK	3,357.00
IOWA DEPARTMENT OF NATURAL	IOWA DEPARTMENT OF NATURAL RES	40.00
IOWA LAW ENFORCEMENT ACADE	CHARGING MANUAL	20.00
JOEY DEAN WENNDT	LIVE FIRE TRAINING	300.00
JOHNSON COUNTY REFUSE INC.	RECYCLING SEP, 2016	3,762.00
JOURNEYED COM INC	SOFTWARE LICENSE	105.58
KINGDOM GRAPHICS LLC	JERSEYS-YOUTH SPORTS	742.50
LENOCH & CILEK	SUPPLIES	5.97
LINN COUNTY R.E.C.	STREETS-UTILITIES	138.00
LYNCH'S EXCAVATING INC	REMOVE CONCRETE	785.00
LYNCH'S PLUMBING INC	SERVICE CALL	103.00
MIDWEST JANITORIAL SERVICE	MIDWEST JANITORIAL SERVICE INC	135.84

OASIS ELECTRIC LLC	SERVICE CALL	87.97
OLSON, KEVIN D	LEGAL SERVICES	1,500.00
PLASTIC RECYCLING OF IOWA	TRASH RECEPTACLES	344.50
PLUNKETT'S PEST CONTROL IN	PLUNKETT'S PEST CONTROL INC	142.77
PORT 'O' JONNY INC.	PARK & REC - SERVICE	174.00
QUALITY ENGRAVED SIGNS	OFFICE SUPPLIES	19.96
QUILL CORP	SUPPLIES	53.17
S & S FLATWORK LLC	CURB & GUTTER N DOWNEY	7,430.00
SHIMMIN, NICK	LUNCH-TRAINING	52.65
STATE HYGIENIC LAB	WATER ANALYSIS	25.00
SUMMIT COMPANIES	SERVICE CALL-RECHARGE FIRE EXT	89.00
TOYNES IA. FIRE TRK.SERV	SERVICE CALL	3,704.03
TRANS-IOWA EQUIPMENT INC	EQUIPMENT REPAIR PARTS	742.64
TRUGREEN PROCESSING CENTER	LAWN SERVICE LIONS FIELD	220.00
WEST BRANCH COMMUNITY SCHO	TRANSPORTATION-SUMMER PROGRAMS	2,721.60
WEST BRANCH REPAIRS	EQUIPMENT REPAIR	793.31
WEX BANK	VEHICLE FUEL	1,161.46
TOTAL		48,967.04

PAYROLL **10/7/2016 39,649.15**

PAID BETWEEN MEETINGS

BRIDGES, THEODORE	FLAG FOOTBALL REF	25.00
F & B COMMUNICATIONS INC	WEB HOST SERVICE	29.95
KNOOP, MITCHELL	FLAG FOOTBALL REF	50.00
BORASH, DIANA	UTILITY REFUND	27.50
PEDERSEN, DALYN	FLAG FOOTBALL REF	50.00
SCHIELE, BRETT	FLAG FOOTBALL REF	25.00
THOMPSON, ZACH	FLAG FOOTBALL REF	25.00
UPS	SEWER-SHIPPIING	41.89
US BANK EQUIPMENT FINANCE	COPIER LEASE	300.80
TOTAL		575.14

GRAND TOTAL EXPENDITURES **89,191.33**

FUND TOTALS

001 GENERAL FUND	39,892.96
022 CIVIC CENTER	317.67
031 LIBRARY	7,912.41
110 ROAD USE TAX	18,237.78
112 TRUST AND AGENCY	4,244.08
312 DOWNTOWN EAST REDEVELOPMENT	57.00
600 WATER FUND	8,158.31
610 SEWER FUND	7,014.12
740 STORM WATER UTILITY	3,357.00
GRAND TOTAL	89,191.33

Motion by Shields, second by Pierce to approve agenda/consent agenda. AYES: Shields, Pierce, Stevenson, Miller. Motion carried.

COMMUNICATIONS/OPEN FORUM

Parks & Recreation Director Melissa Russell announced that Trick or Treat Night will be held on Monday, October 31 from 5:00 p.m. to 8:00 p.m. She also said that the Annual Chile Supper will be held that night at the Fire Department from 5:00 p.m. to 7:30 p.m. and that the costume contest will be held at 6:00 p.m.

National Park Service Superintendent Pete Swisher announced there would be a short meeting at the Hoover House on October 25 at 10:00 a.m. to review the NPS storm water mitigation effort. They will review what task orders have been issued, the direction the park is taking and the time line for accomplishing the goals.

PUBLIC HEARING/NON-CONSENT AGENDA

Kevin Rogers, Executive Director, Community Development Group (CDG)

Rogers spoke about the numerous activities planned for Christmas Past, planned for December 3-4, 2016. There will be a large number of craft vendors presenting their merchandise, horse drawn carriage rides, as well as movies, children's activities and other events. Mayor Laughlin will be reading "Twas the night before Christmas" on a couple of occasions at the National Park Service Visitors Center. Rogers also claimed that the recent Fall Fest held by CDG was a great success and a profitable event.

Brian Boelk, HBK Engineering – Lions Field Creek Restoration Project

Vanessa Fixmer-Oraiz, representing HBK, presented options for the council to consider in the Lions Field Creek Restoration Project. HBK asked Council for guidance on where to locate the mow strips and how the city would like to designate the property boundaries for the homeowners. Fixmer-Oraiz would reported that another meeting with the homeowners would take place to present the Council's plan. Council provided the following feedback: 1) Sheds and fence will need to be moved back on to homeowner's property, 2) They prefer the design with the vegetative buffer located along the streambank, 3) The City will mow from the vegetative buffer all the way to the property line, and 4) the City will locate and demarcate the property lines (potentially every 2nd or 3rd house).

Second Reading of Ordinance 743, Amending Title Chapter 92 "Water Rates." /Move to action.

Motion by Shields, second by Pierce to postpone the Second Reading of Ordinance 743 to the next meeting. AYES: Shields, Pierce, Miller, Stevenson. Motion carried.

Resolution 1521, approving fiscal year 2015-2016 Street Finance Report./Move to action.

Motion by Miller, second by Stevenson, to approve Resolution 1521. AYES: Miller, Stevenson, Pierce, Shields. Motion carried.

City Engineer Dave Schechinger – Cost Estimates for Beranek Park Parking Lot Project, street improvements on N. 1st Street and N. 2nd Street between Main and Green, and sidewalk and stormwater improvements on the north side of the 100 block of East Main Street.

Dave Schechinger presented the following cost estimates: Beranek Park Parking lot - \$293,000 (this amount should be increased due to the written building estimate received), 1st Street Improvements - \$228,000, 2nd Street Improvements - \$265,000, Sidewalk Phase 4 - \$164,000, and Foster St. Sidewalk Improvements - \$61,000. There was much discussion on the need for the various projects and the demands made by property owners for compensation. It was felt the Beranek Park project was becoming too expensive and alternatives should be considered.

City Administrator Matt Muckler - FY17 Capital Improvement Projects

Matt Muckler discussed the CIP projects and the options available to utilize existing CIP dollars. There was discussion on how to reduce the scope of the projects as well as reprioritize the current project list. A majority of Council stated that the Beranek Parking Lot project is less important than the Main Street Sidewalk Phase 4 Project and Orange Street, 4th to 5th. There was also support for making the Foster Street Sidewalk a higher priority project. There was support for funding the Beranek Parking Lot Project with any funds that might be available with the park bond after the park space in Pedersen Valley is completed.

Resolution 1522, approving engineering services agreement with Veenstra & Kimm, Inc. for the Beranek Parking Lot Project./Move to action.

Motion by Miller, second by Stevenson to postpone approval of Resolution 1522 to sometime in the future. AYES: Miller, Stevenson, Pierce, Shields. Motion carried.

Resolution 1523, amending the City of West Branch, IA Employee Handbook./Move to action.
Motion by Shields, second by Miller to approve Resolution 1523. AYES: Shields, Miller, Pierce, Stevenson. Motion carried.

CITY STAFF REPORTS

Police Chief Mike Horihan – Updated Police Policies

Chief Horihan reminded the audience there is a drug turn-in scheduled this Saturday at the City Office from 10:00 a.m. to 2:00 p.m. People are able to turn in out-of-date or unneeded drugs and avoid contaminating the sewer system. He also spoke on the need to replace the current Police Policies Handbook. It contains references to obsolete equipment, obsolete case law, and out-of-date procedures. It is difficult to amend make into a workable document.

City Attorney Kevin Olson - Discussion of Incentives for Cotton Creek Mill

Attorney Olson said two of the options available were to freeze the property value at the preconstruction value or rebate property taxes. The property is not eligible for any TIF programs.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS - None.

ADJOURNMENT

Motion to adjourn regular meeting by Pierce, second by Miller. Motion carried on a voice vote. City Council meeting adjourned at 9:20 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Gordon Edgar, Deputy City Clerk

OASIS ELECTRIC, LLC
 21 - 300th Street
 West Branch, IA 52358-8665
 Phone # 319-643-7232

Estimate

Date	Estimate #
9/7/2016	486

Name / Address
City of West Branch P.O. Box 218 West Branch, IA 52358

Project			
Description	Qty	Cost	Total
THIS ESTIMATE IS FOR THE REMOVAL OF OLD CENTER POLE IN OLDER VOLLEYBALL COURT AND REPLACE WITH NEWER POLE.			
Labor		1,320.00	1,320.00
Materials		500.00	500.00
Pole		400.00	400.00
Crane Truck - no charge		0.00	0.00
		Subtotal	\$1,820.00 \$2,220.00
		Sales Tax (7.0%)	\$0.00
		Total	\$1,820.00 \$2,220.00

RESOLUTION NO. 1524

RESOLUTION DIRECTING THE MAYOR TO SEND A ZONING
CONFIRMATION LETTER TO VBJ LLC.

WHEREAS, Dr. Tony Vanden Bush, of Iowa City, IA, has approached the City of West Branch IA, with a request for a letter that would make a determination on whether or not the zoning at 401B Parkside Drive was appropriate for a business that proposed to mix, bottle and store infused alcoholic beverages; and

WHEREAS, Dr. Vanden Bush met with City Administrator Matt Muckler, Public Works Director Matt Goodale, Zoning Administrator Paul Stagg and City Engineer Dave Schechinger to discuss his plans for this business; and

WHEREAS, the outcome of those discussions led to the determination that the proposed business would be appropriate for the existing zoning designation of Business (B-2) District.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council hereby directs the Mayor to send the letter attached as “Exhibit A” to Dr. Tony Vanden Bush, Co-Founder of VBJ LLC, 2209 Arizona Avenue, Iowa City, IA, 52240.

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

City of West Branch

~A Heritage for Success~

Office of the Mayor

November 7, 2016

Dr. Tony Vanden Bush, Ph.D.
VBJ LLC
2208 Arizona Avenue
Iowa City, Iowa 52240

Re: Zoning Confirmation

Dear Dr. Vanden Bush:

You have approached West Branch city officials concerning your interest in establishing a business, VBJ LLC, in West Branch that would involve the mixing, bottling and storing of an infused alcoholic beverage. A meeting took place on Friday, October 14, 2016 in the West Branch City Council Chamber which was attended by City Administrator Matt Muckler, Public Works Director Matt Goodale, Zoning Administrator Paul Stagg, City Engineer Dave Schechinger, and yourself, a co-founder of VBJ LLC.

The property at which you are interested in locating your business is 401B Parkside Drive, West Branch, IA, 52358. The property is located in a Business (B-2) District. Section 165.32 (B-2 District Requirements) of the Code of Ordinances of the City of West Branch, Iowa allows for light manufacturing. The mixing, bottling and storing of an infused alcoholic beverage qualifies as light manufacturing.

I am contacting you today to inform you that 401B Parkside Drive in West Branch, Iowa is zoned appropriately for its use as a light manufacturing business, such as you have proposed, to mix, bottle, and store infused alcoholic beverages.

Sincerely,

Roger Laughlin, Mayor

110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888
city@westbranchiowa.org · Fax 319-643-2305 · www.westbranchiowa.org

RESOLUTION NO. 1250

RESOLUTION DIRECTING THE MAYOR TO SEND A ZONING
CONFIRMATION LETTER TO VBJ LLC.

WHEREAS, Dr. Tony Vanden Bush, of Iowa City, IA, has approached the City of West Branch IA, with a request for a letter that would make a determination on whether or not the zoning at 401B Parkside Drive was appropriate for a business that proposed to mix, bottle and store infused alcoholic beverages; and

WHEREAS, Dr. Vanden Bush met with City Administrator Matt Muckler, Zoning Administrator Paul Stagg and City Engineer Dave Schechinger to discuss his plans for this business; and

WHEREAS, the outcome of those discussions led to the determination that the proposed business would be appropriate for the existing zoning designation of Business (B-2) District.


NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council hereby directs the Mayor to send the letter attached as "Exhibit A" to Dr. Tony Vanden Bush, Co-Founder of VBJ LLC, 2209 Arizona Avenue, Iowa City, IA, 52240.

Passed and approved this 1st day of December, 2014.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

City of West Branch

~A Heritage for Success~

Office of the Mayor

December 1, 2014

Dr. Tony Vanden Bush, Ph.D.
VBJ LLC
2208 Arizona Avenue
Iowa City, Iowa 52240

Re: Zoning Confirmation

Dear Dr. Vanden Bush:

You have approached West Branch city officials concerning your interest in establishing a business, VBJ LLC, in West Branch that would involve the mixing, bottling and storing of an infused alcoholic beverage. A meeting took place on Friday November 21, 2014 in the West Branch City Council Chamber which was attended by City Administrator Matt Muckler, Zoning Administrator Paul Stagg, City Engineer Dave Schechinger, and yourself, a co-founder of VBJ LLC.

The property at which you are interested in locating your business is 401B Parkside Drive, West Branch, IA, 52358. The property is located in a Business (B-2) District. Section 165.32 (B-2 District Requirements) of the Code of Ordinances of the City of West Branch, Iowa allows for light manufacturing. The mixing, bottling and storing of an infused alcoholic beverage qualifies as light manufacturing.

I am contacting you today to inform you that 401B Parkside Drive in West Branch, Iowa is zoned appropriately for its use as a light manufacturing business, such as you have proposed, to mix, bottle, and store infused alcoholic beverages.

Sincerely,

Mark Worrell, Mayor

110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888

city@westbranchiowa.org · Fax 319-643-2305 · www.westbranchiowa.org

VBJ Beverages, LLC

VBJ Beverages is an Iowa Company that was founded in 2014 by Tony Vanden Bush, Alizabeth Jetter, and Britt Jetter. The trio set out to commercialize the Vanden Bush family liquor recipes that have been handed down for generations.

VBJ Beverages currently produces 2 European style liquors for sale within Iowa and Illinois. The 2 flagship products, Bleu Original and Bleu Pel, can be found in HyVee liquor stores across Iowa and in high-end drinking/eating establishments.

Although current distribution is limited to these two states, business initiatives will have VBJ products in 4 additional states by the end of 2017 (Nebraska, Minnesota, Wisconsin, and Michigan).

Current Production Facility:


In the winter of 2015, VBJ Beverages began commercial production of 2 different European style liquors, based on the Vanden Bush family recipes, in a shared facility in Cedar Rapids. The current location does not facilitate enough production for the business expansion being realized by VBJ beverages; and is a considerable distance from Tony's residence. Thus, a new facility with potential for more production and closer to Tony's residence is being sought.

Website: <http://www.bleuvodka.com>

Product: Bleu Original

BLEU
Original


*Vodka aged over whole
wild blueberries to extract
their full flavor and color.
A true infusion!*



Product: Bleu Pel

BLEU
PÊL

**Vodka aged over whole
citrus fruits to extract their
full flavor and color. A true
infusion!**



Proposal to move operations to West Branch Iowa, 401 Parkside (the BP carwash building)

Operations - Proposed use of space:

Space will be used for the mixing, aging, bottling, and storage of an alcoholic beverage. Space will also be used to store empty bottles and bottling materials (corks and bottle top enclosures).

Mixing: Mixing and aging of the liquor starts with wholesale food-grade ethanol at 190 Proof. The 190 Proof ethanol comes to us from a wholesaler in 55 gallon drums.

The contents of these 55 gallon drums are dispensed as needed out of the 1.5" bung enclosure via a beverage grade pump to a mixing tank containing sugar water. Ethanol is added to the sugar water to a final concentration of 60 Proof (30%).

Aging: Once diluted, the infusion fruit is added and the 60 Proof (30%) mixture is aged in a closed top stainless steel vessel.

Bottling: Once aged, the liquor is filtered through a pump system and bottled using a semi-auto filling machine. The bottles are corked, sealed, and boxed for storage – for eventual shipping.

Storage: Bottles that are sealed and boxed are palletized (72, 12 pack cases per pallet) for shipping. The pallets are wrapped and considered "sealed" or "closed vessels"

Volume and Production Amounts

VBJ Beverages plans on producing 2 batches of, up to but not exceeding, 500 gallons of liquor at a time (1000 gallons aging at a time). The 2 stainless steel tanks are each rated for up to 500 gallons of liquid.

To produce 2, 500 gallon batches, we will need to dilute 316 gallons of 190 Proof ethanol. This will be equivalent to 7, 55 gallon drums of ethanol on premises at the beginning of the mixing process. These 7 drums of 190 Proof ethanol will be diluted to 1000 gallons of 60 Proof (30%) liquor upon opening. There will be a remainder of 39 gallons of 190 Proof ethanol sealed in a 55 gallon drum.

ORDINANCE NO. 743

AN ORDINANCE AMENDING TITLE CHAPTER 92 “WATER RATES”

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 92 “WATER RATES” of the Code of West Branch, Iowa is hereby amended by deleting Section 92.02 in its entirety and inserting in lieu thereof:

92.02 RATES FOR SERVICE.

Water service shall be furnished at the rate of:

\$5.23 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2012.

All consumption over 250,000 gallons per meter per month stays at this rate.

\$7.79 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2016.

\$7.95 per 1,000 gallons, with a 1,800-gallon minimum, payable monthly effective July 1, 2017.

\$8.10 per 1,000 gallons, with a 1,900-gallon minimum, payable monthly effective July 1, 2018.

\$8.27 per 1,000 gallons, with a 2,000-gallon minimum, payable monthly effective July 1, 2019.

\$8.43 per 1,000 gallons, with a 2,000-gallon minimum, payable monthly effective July 1, 2020.

\$8.60 per 1,000 gallons, with a 2,000-gallon minimum, payable monthly effective July 1, 2021.

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

Passed and approved this 7th day of November, 2016.

First Reading:	October 3, 2016
Second Reading:	November 7, 2016
Third Reading:	

Roger Laughlin, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

Date of Increase	Proposed Increase	Proposed Minimum Gallons Increase	Price per unit	Water	Sewer	Recycling	Storm-water	Sales Tax	Total minimum bill	Total per month increase	Total per year increase	min users annual water and sewer increase	all other users annual water and sewer increase	total annual increase	total water fund increase
1-Jul-16	7.79	1.7	13.24	13.24	13.24	4.75	2.50	0.93	\$ 34.66						
1-Jul-17	7.95	1.8	14.30	14.30	14.30	4.75	2.75	1.00	\$ 37.11	\$ 2.44	\$ 29.32	\$ 7,220.13	\$ 16,003.11	\$ 23,223.24	\$ 13,005.01
1-Jul-18	8.10	1.9	15.40	15.40	15.40	4.75	3.00	1.08	\$ 39.63	\$ 2.52	\$ 30.24	\$ 7,449.47	\$ 15,002.71	\$ 22,452.18	\$ 12,573.22
1-Jul-19	8.27	2	16.53	16.53	16.53	4.75	3.00	1.16	\$ 41.97	\$ 2.35	\$ 28.18	\$ 6,938.38	\$ 17,003.07	\$ 23,941.45	\$ 13,407.21
1-Jul-20	8.43	2	16.86	16.86	16.86	4.75	3.00	1.18	\$ 42.66	\$ 0.68	\$ 8.21	\$ 1,965.58	\$ 16,002.89	\$ 17,968.47	\$ 10,062.34
1-Jul-21	8.60	2	17.20	17.20	17.20	4.75	3.00	1.20	\$ 43.36	\$ 0.70	\$ 8.38	\$ 2,006.49	\$ 17,003.07	\$ 19,009.56	\$ 10,645.35

Number of minimum users in July 2016 was 249

Number of total users in July 2016 was 1001

ORDINANCE NO. 744

AN ORDINANCE AMENDING CHAPTER 69 OF THE CODE OF ORDINANCES REGARDING PARKING REGULATIONS.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Amendment. The Code of Ordinances of the City of West Branch is hereby amended by adding subparagraph 18 to Section 69.0 of the Code of Ordinances, which will read as follows:

“18. Between sidewalk and curb. No vehicle shall be parked on the area located between the sidewalk and the curb.”

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

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

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

Passed and approved this 7th day of November, 2016.

First Reading: November 7, 2016

Second Reading:

Third Reading:

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1525

RESOLUTION AUTHORIZING INTERNAL ADVANCE TO THE TAX INCREMENT FINANCING FUND.

WHEREAS, the City of the City of West Branch, Iowa (the “City”), has established the West Branch Urban Renewal Area (the “Urban Renewal Area”) and has created the West Branch Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City will undertake urban renewal projects in the Urban Renewal Area and the City has and will incur administrative and legal costs in the estimated amount of \$84,438 (the “Administrative Costs”), in conjunction with the planning, authorizing and carrying out of such projects; and

WHEREAS, in order to cover the Administrative Costs and to make such costs eligible to be recouped from incremental property tax revenues, it is necessary to facilitate an internal advance of funds.

NOW, THEREFORE, IT IS RESOLVED the City Council of the City of West Branch, Cedar County, Iowa, as follows:

Section 1. It is directed that an amount not to exceed Eighty Four Thousand Four Hundred Thirty Eight Dollars (\$84,438) be advanced form the General Fund (the “Advance”) in order to fund the Administrative Costs. The Advance shall be repaid to the General Fund without interest, out of incremental property tax revenues received with respect to the Urban Renewal Area.

It is intended that the Advance shall be repaid in one (1) annual installment, on or before July 1, 2017, provided, however, that repayment of the Advance is subject to the determination of future City Councils, that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the offices of the County Auditor of Cedar County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify the amount of the advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1526

A RESOLUTION APPROVING THE WEST BRANCH POLICE DEPARTMENT POLICIES AND PROCEDURES MANUAL

WHEREAS, the City Council of the City of West Branch, IA is committed to providing the employees of the West Branch Police Department with a better understanding of the operations of the Police Department and its role in the City of West Branch; and

WHEREAS, the City Council of the City of West Branch, IA is also committed to providing Police Department employees with policy direction on the use of emerging technologies, such as body worn cameras; and

WHEREAS, the City Council previously approved Resolution 1381, approving consulting services for a complete review of Police Department policies and procedures and a drug testing policy with Lynch Dallas, PC in an amount not to exceed \$5,000 on August 17, 2015; and

WHEREAS, Lynch Dallas has completed that task and city staff has since reviewed, provided feedback and made final revisions to the West Branch Police Department Policies and Procedures Manual; and

WHEREAS, the City Council was presented with the West Branch Police Department Policies and Procedures Manual at the October 17, 2016 City Council Meeting and discussed the manual at that meeting; and

WHEREAS, it is now necessary for the City Council to approve said policy manual.

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

Section 1. The City Council hereby approves the attached policy manual entitled “West Branch Police Department Policies and Procedures.”

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

PASSED AND APPROVED, this 7th day of November 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

West Branch Police Department



Policies and Procedures

West Branch Police Department Policies and Procedures

Table of Contents

Definitions.....	4
Canon of Police Ethics.....	5
Chapter 01 Department Operations	9
Section 01 Policy and Procedures Manual.....	10
Section 02 Chain of Command.....	11
Section 03 Cooperation with Members and Other Officials.....	12
Chapter 02 Equal Employment Opportunity and Non Discrimination.....	13
Section 01 Equal Employment Opportunity	14
Section 02 Harassment.....	15
Section 03 Veterans Preference	16
Chapter 03 Discipline & Internal Affairs.....	17
Section 01 Disciplinary Procedures	18
Section 02 Internal Affairs.....	21
Section 03 Internal Complaints Regarding Personnel Issues	29
Chapter 04 Personnel Policies	30
Section 01 Committing Unsafe Acts.....	31
Section 02 Conflicts of Interest.....	32
Section 03 Dishonesty.....	34
Section 04 Observance of Laws.....	35
Section 05 Drug and Alcohol Policy	36
Section 06 Use and Care of Property	41
Section 07 Business Cards – Official – Personal.....	42
Section 08 Uniforms/Grooming.....	43
Section 09 Ordering and Purchasing Policy	47
Section 10 Smoking and Use of Tobacco	48
Section 11 Address and Telephone Number.....	50
Section 12 Cellular Phone Policy	51
Section 13 Off-Duty/Secondary Employment	54
Section 14 Probationary Period	57
Section 15 Performance Evaluation.....	59
Section 16 Fitness for Duty.....	61
Chapter 05 Police Operations	62
Section 01 Arrest Procedures.....	63
Section 02 Use of Force.....	65
Section 03 Fingerprint and Photographing	73
Section 04 Domestic Abuse Response.....	74
Section 05 Bomb Threats/Disaster Planning	76
Section 06 Hostage/Barricaded Subjects	78
Section 07 Fresh Pursuit	80
Section 08 Missing Persons	83
Section 09 Mutual Aid Assistance.....	86
Section 10 Responding to Alarms.....	88

Section 11 Post Shooting Incident/Officer Involved	89
Section 12 Search of Persons	93
Section 13 Search of Motor Vehicles	96
Section 14 Search Warrant Execution	100
Section 15 Transporting Arrested Persons.....	103
Section 16 Canine (K-9) Operations	105
Section 17 Roadway Drug Interdiction.....	113
Section 18 Line of Duty Deaths.....	115
Section 19 Mental Illness – Substance Abuse	117
Section 20 Vehicle Impoundments and Inventory	118
Section 21 Traffic Stop Procedures	121
Section 22 Officer Conduct with Traffic Violators	124
Section 23 Traffic Citations and Warnings.....	125
Section 24 Evidence and Property Policy	126
Section 24 Lineups, Show-ups & Photographic Identification.....	127
Section 25 Racial Profiling	129
Section 26 Records Retention	130
Chapter 06 Equipment Use	131
Section 01 Ballistic Vests	132
Section 02 Mobile Video/Audio Recording Equipment	135
Section 03 Body Worn Camera Policy	137
Section 04 Radio Procedures	141
Section 05 Unmarked Vehicles.....	144
Section 06 Vehicle Maintenance	146
Section 07 AED Procedures.....	147
Section 08 Use of Department Letterhead	149
Section 09 Pro-Lok AO65 Vehicle Unlock System Equipment.....	150
Section 10 Computer Use Protocols	152
Section 11 Firearms and Ammunition Policy	156
Chapter 07 Law Enforcement Relationships	163
Section 01 Community Relations	164
Section 02 Court Procedures.....	166
Section 03 Legal Representation	168
Section 04 Crime Prevention	169
Section 05 News Releases	172
Section 06 Report Writing Time Requirements.....	173
Section 07 Death/Serious Injury Notification.....	174
Section 08 Unauthorized Persons in Police Station.....	177
Chapter 08 Reserve Police Force/Riders	178
Section 01 Reserve Police Force.....	179
Section 02 Part-Time Officers	189
Section 03 Ride Along Program	193
Signature Sheet	195

DEFINITIONS

Sec. 1: The word "Department," "City," or "Employer" as used herein shall mean the Police Department for the City of West Branch, Iowa.

Sec. 2: The word "member" as used herein shall mean any certified law enforcement officer or staff member of the West Branch Police Department. The words "member," "law enforcement officer," and "employee" may be used interchangeably throughout this policy and all refer to this definition.

Sec. 3: The phrase "Supervisory Officer" or "Supervisor" as used herein shall mean the Mayor, Chief of Police, or any authorized member above the rank of Patrol Officer within the Department, unless so designated by the Chief of Police.

Sec. 4: The phrase "on duty" as used herein shall be defined as when a member is (1) in uniform, or a member is carrying out his or her lawful duties; or (2) representing or purporting to represent the department. If a police officer is carrying out his or her lawful duties he or she does not have to always be in uniform.

Sec. 5: The phrase "lawful order" as used herein shall mean an order within the lawful authority of the person issuing it, and one that an act which is in itself lawful or justified by necessity.

Sec. 6: The phrase "Commission" as used herein shall mean Civil Service Commission of the City of West Branch, Iowa.

Sec. 7: The term "Ranking Officer", typically refers to the officer with the highest rank and the most seniority within that rank.

Sec. 8: The rank with the West Branch Police Department in descending order of authority shall be:

1. Chief,
2. Sergeant,
3. Patrol Officer (which includes Animal Control Officer),
4. Auxiliary/Reserve Officer

**CANON OF POLICE ETHICS
WEST BRANCH POLICE DEPARTMENT**

Article 1. Primary Responsibility of Job

The primary responsibility of the police service and the individual officer, is the protection of the people of the United States through the upholding of their laws; chief among these is the Constitution of the United States and its amendments. The law enforcement officer always represents the whole of the community and its legally expressed will and is never the arm of any political party or clique.

Article 2. Limitations of Authority

The first duty of a law enforcement officer, as upholder of the law, is to know its bounds upon him or her in enforcing it. Because he or she represents the legal will of the community, be it local, state or federal, he or she must be aware of the limitations which the people, through law, have placed upon him or her. A law enforcement officer must recognize the genius of the American system of government which gives to no man or woman, groups of men or women, or institution, absolute power, and he or she must ensure that he or she, as a prime defender of that system, does not pervert its character.

**Article 3. Duty to be familiar with the law and with
the responsibilities of self and other public officials**

The law enforcement officer shall assiduously apply himself or herself to the study of the principles of the laws which he or she is sworn to uphold. A law enforcement officer will make certain of his or her responsibilities seeking aid from his or her superiors in matters of technicality or principle when these are not clear to him or her; he or she will make special effort to fully understand his or her relationship to other public officials, including other law enforcement agencies, particularly on matters of jurisdiction, both geographically and substantively.

Article 4. Utilization of proper means to gain proper ends

The law enforcement officer shall be mindful of his or her responsibility to pay strict heed to the selection of means in discharging the duties of his or her office. Violations of law or disregard to public safety and property on the part of an officer are intrinsically wrong; they are self-defeating in that they instill in the public mind a poor image. The employment of illegal means, no matter

how worthy the end, is certain to encourage disrespect for the law and its officers. If the law is to be honored, it must first be honored by those who enforce it.

Article 5. Cooperation with public officials in the discharge of their authorized duties

The law enforcement officer shall cooperate fully with other public officials in the discharge of authorized duties, regardless of party affiliation or personal prejudice. The law enforcement officer shall be meticulous, however, in assuring himself or herself of the propriety, under the law, of such actions and shall guard against the use of his or her office or person, whether knowingly or unknowingly, in an improper or illegal action. In any situation open to question, he or she shall seek authority from his or her supervising officer, giving a full report of the proposed service or action.

Article 6. Private Conduct

The law enforcement officer shall be mindful of his or her special identification by the public as an upholder of the law. Laxity of conduct or manner in private life, expressing either disrespect for the law or seeking to gain special privilege, cannot but reflect negatively upon the police officer and the police service. The community and the service require that the law enforcement officer lead the life of a decent and honorable person. The career of a police officer does not provide a law enforcement officer any special privileges. It does give the satisfaction and pride of following and furthering an unbroken tradition of safeguarding the American republic. The officer who reflects upon his tradition will not degrade it. Rather, he or she will so conduct his or her private life so that the public will regard him or her as an example of stability, fidelity and morality.

Article 7. Conduct toward the public

The law enforcement officer, mindful of his or her responsibility to the whole community, shall address individuals of the community in a manner calculated to instill respect for its laws and its police service. The law enforcement officer shall conduct his or her official life in a manner such as will inspire confidence and trust. Thus, he or she will be neither overbearing nor subservient, as no individual citizen has an obligation to stand in awe of him or her nor a right to command him or her. The officer will give service where he or she can, and require compliance with the law. He or she will do neither from personal preference or prejudice but rather as a duly appointed officer of the law discharging his or her sworn obligation.

Article 8. Conduct in arresting and dealing with law violators

The law enforcement officer shall use his or her powers of arrest strictly in accordance with the law and with due regard to the rights of the citizens concerned. The law enforcement officer's office does not give him or her the right to prosecute the violator nor to administer punishment for the offense. He or she shall, at all times, have a clear appreciation of his or her responsibilities and limitations regarding detention of the violator; he shall conduct himself or herself in such a manner as will minimize the possibility of having to use force. To this end he or she shall cultivate a dedication to the service of the people and the equitable upholding of their laws whether in the handling of law violators or in dealing with law abiding citizens.

Article 9. Gifts and Favors

The law enforcement officer, representing government, bears the heavy responsibility of maintaining, in his or her own conduct, the honor and integrity of all government institutions. He or she shall, therefore, guard against placing himself or herself in a position in which any person can expect special consideration or the public can reasonably assume that special consideration is being given. Thus, he or she should be firm in refusing gifts, favors or gratuities, large or small, which can, in the public mind, be interpreted as capable of influencing his or her judgment in the discharge of his or her duties. Law enforcement officers shall follow Iowa law in regards to accepting any gift, favor, or gratuity, even those that in the public mind would not be interpreted as capable of influencing the law enforcement officer's judgment, at all times.

Article 10. Presentation of evidence

The law enforcement officer shall be concerned equally in the prosecution of the wrongdoer and the defense of the innocent. He or she shall ascertain what constitutes evidence and shall present such evidence impartially and without malice. In so doing, he or she will ignore social, political and all other distinctions among the persons involved, strengthening the tradition of the reliability and integrity of an officer's word. The law enforcement officer shall take special pains to increase his or her perception and skill of observation, mindful that in many situations his or her word is the sole impartial testimony to the facts of a case.

Article 11. Attitude toward Professions

The law enforcement officer shall regard the discharge of his or her duties as a public trust and recognize his or her responsibility as a public servant. By diligent study and sincere attention to

self-improvement he or she shall strive to make the best possible application of science to the solution of crime, and in the field of human relationships, strive for effective leadership and public influence in matters affecting public safety. He or she shall appreciate the importance and responsibility of his or her office and hold police work to be an honorable profession rendering valuable service in his or her community and his or her country.

Article 12. Department Code of Conduct

All sworn employees of the West Branch Police Department shall abide by the Canon of Police Ethics. Non-sworn employees shall abide by the Canon of Police Ethics where applicable.

In addition, all West Branch Police Department personnel shall:

- Comply with all policy contained in this manual.
- Refrain from conduct unbecoming of the Department.
- Refrain from any illegal use of alcohol or drugs or excessive use of alcohol or drugs, where legal.
- Exhibit proper care and maintenance of dress and equipment.
- Exhibit proper personal hygiene.
- Shall not display disrespect toward superiors.
- Shall not be insubordinate or fail to carry out lawful orders.

CHAPTER 01

DEPARTMENT OPERATIONS

- Section 01 – Policy and Procedures Manual
- Section 02 – Chain of Command
- Section 03 – Cooperation with Members and Other Officials

SECTION 01
POLICY AND PROCEDURES MANUAL

This manual is designed only to be a general guide to some key policies. No operations manual or set of policies can address all situations that may arise during the performance of duty. The City of West Branch and the Department hope this manual is and will continue to be helpful to you and assist you in having a better understanding of the operations of the Department and its role in the City of West Branch. Please refer to this manual on a regular basis. Our policies and operating procedures will change from time to time to meet the needs of our employees and the public. This manual is not intended to create any contractual or other legal rights. It is designed solely as a guide and does not alter your at-will employment status. This manual does not take precedence over the City of West Branch, Iowa Employee Handbook. Periodically, this manual may be revised and updated. Additionally, no supervisor has the authority to make verbal changes in this manual. Any changes must be approved by the Chief of Police.

These policies and procedures are for internal use only, and do not enlarge an officer's civil or criminal liability in any way. They should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of these policies and procedures, if proven, can only form the basis of a complaint by this agency, and then only in a non-judicial administrative setting.

SECTION 02

CHAIN OF COMMAND

POLICY: In addition to the Department Policies in this manual, the following shall be the "descending" chain of command for the department: The chain of command represents the level of authority associated with each rank, beginning with the Chief of Police at the highest level and descending downward. The Department shall consist of the number of sworn personnel and civilian employees and volunteers as deemed necessary by the Chief of Police with the approval of the City Council. All supervisory officers are accountable for the employees under their immediate control. All officers and employees are accountable to only one supervisory officer at any given time. When a work task is being conducted and officers of different position classification are working together, the ranking sworn officer shall command. The agency structure shall be reviewed annually and revised if necessary. The Chief of Police shall have sole responsibility for personnel administration and development and maintenance of job specifications. The Department's positions in descending order of authority as approved by the Council are as set forth in this section. All assigned responsibilities are accompanied by commensurate authority.

ADMINISTRATIVE TERMINOLOGY

A. Chief of Police

Appointed by the Mayor and directly responsible to the City Administrator for financial matters in relation to the management of the department.

B. Sergeant

The Mayor shall select, subject to the approval of Council, the other members of the Police Department. The Sergeant is the second in command of the Department in the absence of the Chief of Police. The Sergeant will administer his/her authority under the guidelines of this manual and under the philosophies and direction of the Chief of Police.

C. Patrol Officer

The Mayor shall select, subject to the approval of Council, the other members of the Police Department. Each patrol officer assigned to a shift to perform the tasks and assignments delegated to him/her by a higher authority. A descending chain of command within the patrol officer rank will be assigned by the Chief of Police. This chain of command may not necessarily coincide with the seniority list, but instead may follow observations of each patrol officer's ability to lead, be decisive and display the ability to perform effectively and with confidence.

D. Animal Control Officer

E. Crime Data Processor/Clerk Typist/Records Analyst appointed by the Chief of Police, to perform duties assigned (i.e., typing, data entry, clerk duties & analytical work).

SECTION 03
COOPERATION WITH MEMBERS
AND OTHER OFFICIALS

POLICY: Employees are required to seek affirmative ways to cooperate and work with other members, public officials, and law enforcement, criminal justice, social, and other related agencies. Employees are expected to conduct themselves in this manner to promote an effective working relationship with these other entities in order to achieve our mission, goals or objectives.

PURPOSE: The need to work in a cooperative manner with members of other agencies or public officials is self-evident. In today's society, the effective, efficient and safe delivery of public services requires a coordinated effort of all members and public service agencies.

POLICY STATEMENT/PROCEDURE:

- A. Employees are expected to cooperate fully with members of the County Attorney's Office and the City Attorney's Office in the preparation of criminal prosecutions.
- B. If the County/City Attorney's Offices decline to prosecute a case because of alleged mishandling by an officer, the Chief of Police shall investigate the allegations. If an employee learns that such a situation has occurred, he or she shall contact the Chief of Police immediately.
- C. Employees shall cooperate with all other federal, state, and local law enforcement agencies. This may include the exchange of information as required in criminal investigations, joint planning/ coordinating in a criminal investigation, and/or sharing statistical or support information. This list is not conclusive.
- D. Employees shall also consider utilizing social agencies when encountering members of the public that may need help. Employees shall use their discretion when determining if an individual would benefit from a referral to a social agency for assistance. If an employee has questions regarding which social agencies are available for assistance to members of the public and what they may be utilized for, he or she should contact the Chief of Police.
- E. Members are not required to compromise professional integrity to gain the cooperation of another individual or organization.
- F. Employees shall not refuse to turn over a case, investigation or incident to another member or authority that has greater or more appropriate jurisdiction.
- G. Employees shall not engage in conduct that is threatening, intimidating, coercing or that interferes with the work performance of another employee or another agency.

CHAPTER 02

EQUAL EMPLOYMENT OPPORTUNITY AND NON DISCRIMINATION

- Section 01 – Equal Employment Opportunity
- Section 02 – Harassment
- Section 03 – Veterans Preference

SECTION 01

EQUAL EMPLOYMENT OPPORTUNITY

POLICY: This agency will be committed to complying with all laws, both state and federal, pertaining to equal employment opportunity, and discrimination or harassment of any type in the workplace.

PURPOSE: To establish and define the policy for this agency concerning fair employment practices and to ensure equal employment opportunities, free from harassment or discrimination, to all employees and applicants for employment.

POLICY STATEMENT/PROCEDURES:

- A. The City and the Department will not discriminate in employment opportunities on the basis of race, religion, color, sex, sexual orientation, gender identity, age, national origin, disability, pregnancy, genetic information, or any other characteristic protected by local, state, or federal law, except where bona fide occupational qualifications apply. Employment decisions are based on merit and the City's needs, not based on an individual's status in a protected class. The City complies with all laws regarding reasonable accommodations for disabled employees. The City will not discriminate against qualified employees or job applicants because of physical or mental disabilities as laid forth by the Americans with Disabilities Act (ADA). The City and Department have posted Equal Employment Opportunity notices in areas accessible to Department employees. These notices summarize the rights of employees and list the names and addresses of agencies employees may contact if he or she believes discrimination has occurred.
- B. All employees must respect civil rights laws and refrain from discriminatory actions. It is everyone's responsibility to perform official duties in a way that maintains and fosters a non-hostile work environment free from discrimination.
- C. Discriminatory actions or conduct may include remarks and jokes regarding an employee's protected class.
- D. Employees should immediately report any incident that they believe to be discrimination to the Chief of Police or City Manager. All complaints of discrimination will be promptly investigated as impartially and confidentially as possible.
- E. This agency prohibits any retaliatory action against an employee for opposing and/or reporting a practice which he/she believes to be discriminatory. This includes the filing of an internal complaint or the filing of a complaint with a state or federal civil rights enforcement agency.
- F. All employees are expected to abide by the procedures as outlined within this policy. Violation of this policy will subject an employee to disciplinary action, up to and including dismissal.

SECTION 02 HARASSMENT

POLICY: All employees have the right to work in an atmosphere free of discrimination of any kind, including but not limited to, harassing conduct due to race, religion, color, sex, sexual orientation, gender identity, age, national origin, disability, pregnancy, genetic information, or any other characteristic protected by local, state or federal law. This includes unwelcome advances or requests for sexual favors. Verbal, physical, or other communication or conduct by an employee or other third party coming into contact with an employee working the scope of his or her employment that disrupts or interferes with another's work performance or which creates an intimidating, offensive, or hostile work environment will not be tolerated. All forms of harassment, whether based on race, religion, color, sex, sexual orientation, veteran status, gender identity, age, national origin, disability, pregnancy, genetic information, or other protected class are unlawful activities, unacceptable work behavior, and strictly prohibited.

PURPOSE: To establish and define the policy for this agency in ensuring that all employees have a workplace free of sexual harassment and the procedures for reporting such harassment if it occurs.

POLICY STATEMENT/PROCEDURES:

- A. Harassment may include, but is not limited to, conduct (both overt and subtle) which demeans or shows hostility toward another person because of a protected characteristic. Prohibited conduct includes, but is not limited to, offensive and unwelcome sexual flirtations, advances or propositions; verbal abuse based on an individual's status in a protected class; graphic or degrading comments about appearance; teasing, offensive or lewd remarks; inappropriate personal questions; offensive use of the internet, e-mail, phones, and other communication devices; display of suggestive objects or pictures; or any offensive or abusive physical contact.
- B. Employees should immediately report any incident that they believe to be harassment to the Chief of Police or City Manager. All complaints of harassment will be promptly investigated as impartially and confidentially as possible. At the conclusion of the investigation, the complaining employee will be advised of the results of the investigation and the disciplinary action to be taken, if any.
- C. The City prohibits any retaliatory action against an employee for opposing and/or reporting any conduct he or she believes constitutes harassment. This includes the filing of an internal complaint or the filing of a complaint with a state or federal civil rights enforcement agency.
- D. All employees are expected to abide by the procedures as outlined within this policy. Violation of this policy will subject an employee to disciplinary action, up to and including dismissal.

SECTION 03
VETERANS PREFERENCE

POLICY: Any honorably discharged veteran, as defined in the Iowa Code, shall be entitled to preference in appointment, employment and promotion over other applicants with no greater qualifications, consistent with the requirements of the Iowa Code.

CHAPTER 03

DISCIPLINE & INTERNAL AFFAIRS

Section 01 – Disciplinary Procedure
Section 02 – Internal Affairs

SECTION 01

DISCIPLINARY PROCEDURES

POLICY: Failure of an employee to comply with any Municipal, State, or Federal law, Department policy, rules and regulations, procedural instructions, or any gross unjustifiable deviation from operational procedures as described in Department policies, bulletins, manuals, and/or training will result in corrective or disciplinary action as described in these policies. All employees are provided with copies of department policies when they assume employment with the Department. Each employee is responsible for reading and reviewing all department policies prior to beginning his or her work with the Department. If an employee has questions regarding a specific policy or procedure, the employee should consult his or her supervising officer.

DEFINITIONS:

- A. **Equity:** means that supervisors review each member's performance deficiency and considers the following circumstances to help determine the amount and degree of administrative action:
1. the seriousness of the offense;
 2. management's expectation that the type and level of administrative action will facilitate or deter the conduct, work proficiencies or behaviors of others;
 3. the member's overall conduct, work productivity, time between other violations (if other offenses occurred) and behavior record; and
 4. management's expectation, based on the member's overt behavior, that the type and level of administrative action will improve the member's future performance. In other words, management will determine if the member responds positively to discipline.

PROCEDURES:

- A. The Chief of Police or his/her designee shall prescribe any disciplinary action which is initiated against any employee or member of the Department. He/she may, at his/her discretion, affirm or deny any recommendation for disciplinary action.
- B. All supervisory employees shall be responsible for observing subordinate employees' conduct and performance and when situations requiring disciplinary action arise, shall take corrective action which may include, but is not limited to, training, coaching, and counseling. If a supervisory employee believes that an employee's actions require use of progressive discipline as described herein, the employee shall consult with the Chief of Police before taking other action.
- C. This Department shall use a progressive discipline model when initiating discipline. However, at the discretion of the Chief of Police, or his/her designee, an employee's actions may warrant bypassing lower levels of discipline and disciplining the employee accordingly up to and including termination. All disciplinary actions will be thoroughly documented in writing by the employee administering the discipline. Typically, progressive discipline will include the following:
1. Counseling Statement. While counseling statements are not considered a form of discipline, they can and will be utilized to display attempts of guidance and corrective action. Whenever reasonable, counseling statements will be utilized to bring about

- positive change and to instruct/remind the employee of the correct course of action to take in various incidents. Counseling statements may be verbal or in writing.
2. **Written Reprimand.** A written reprimand is an initial step of formal discipline, unless circumstances of the case justify a higher level of discipline, in which case this can be bypassed. Written reprimands may be in conjunction with any other disciplinary action.
 3. **Suspensions.** Suspensions are serious interventions and occur when a member fails to respond positively to lesser forms of corrective action or discipline. Suspensions may be issued for, but not limited to: (1) misconduct; (2) violation of the Department's Rules and Regulations Policies and Procedures and (3) any misconduct while on duty, or off duty which brings discredit to the Department. Suspensions may be in conjunction with any other disciplinary action. Suspensions may be paid or unpaid at the discretion of the Chief of Police and/or his designee. Employees shall receive written notice that he or she is being suspended and the reasons for said suspension.
 4. **Demotions as a Form of Discipline.** Demotion *as a form of discipline* is intended to be punitive and can occur concurrently with a written reprimand and/or suspension. This form of discipline may be utilized for a specific incident or due to a culmination of observed behaviors. Employees receiving a demotion shall receive written notice of the demotion and reasons for the demotion.
 5. **Termination.** All members are subject to termination for the following general conditions: (1) reductions in work force brought about by economic conditions; (2) consistent performance failure(s) or a single performance failure that results in serious consequences to the office's public credibility or ability to do business in an effective and efficient manner, with or without fault.
 - a. Termination for performance failure (through acts of omission or commission while on or off duty).
 - b. **Termination with fault:** Examples include, but are not limited to, insubordination, neglect of duty, conduct unbecoming an officer/employee, threatening a supervisor, fighting and assaults or provoking a fight or assault, forbidden harassment, endangering another, drug or alcohol abuse, theft, and false reporting or witnessing. In cases of termination with fault, members normally have culpability, that is, the member acted purposefully, knowingly, recklessly or negligently.
 - c. **Termination without fault:** Examples include, but are not limited to, chronic problems, substantial impairment of the employee relationship, and situations where performance is not reasonably expected to improve or where problems are not expected to be resolved in a reasonable time. Chronic problems may include excessive excused and non-excused absences, failure to consistently accomplish expected levels of performance results on assigned tasks, and chronic complaining about operations to the extent that supervisors must spend excessive time dealing with the problems caused by the complaints. Examples of substantial impairment of the employment relationship include unreasonable disruption to normal operations of this agency, endangering the organization's mission purpose, actions or inactions that contribute to unnecessary risk to the public image and creating conflicts of interest.

- D. Progressive discipline of the employee, if applicable, shall comply with the standards set forth in City of West Branch Personnel Policy and Procedures thereto.
- E. All employee discipline shall be administered in a manner that provides the employee with the due process afforded to the employee under law.
- F. Supervisors must ensure that fair enforcement decisions are made in the use of disciplinary or termination action. Fair enforcement incorporates the concepts of equality and equity, supervisors will not illegally discriminate against members and will treat them equally when making decisions about the appropriate type of intervention to use in correcting a performance deficiency. Solutions include training, counseling, discipline, remedial training, reassignment, demotion or termination. Whatever administrative action prescribed, its amount and degree must be based on equity.
- G. Not every supervisory interaction or intervention with a member is to be construed as discipline. Except in cases of culpability, correcting undesirable conduct, behavior or work performance is at times best handled by the immediate supervisor in an informal atmosphere. This means taking the member aside and discussing the problem, candidly and openly. These actions may or may not be formally documented, depending on the supervisor's discretion. In addition to supervisory consulting, the following situations are not considered to be disciplinary:
 - 1. Administrative Leave. Administrative leave occurs any time the member must be removed from duty until a proper investigation or other administrative proceeding can be held. Usually the situation involves a case of suspected misconduct, such as alleged criminal activity, fighting, or being mentally or physically unfit for duty. In such cases, leaving the member in position would create an unreasonable liability or safety issue for this agency. The immediate supervisor can order a relief from duty and then immediately report the action to the Chief of Police. The Chief of Police then initiates an investigation and makes a decision within 24 hours about whether the relief will continue, and for how long.
 - 2. Administrative Furloughs. Following a deadly use of force. These types of furloughs are not discipline and should not be viewed as such. They are to help the member adjust and handle any personal or emotional needs resulting from traumatic events. Administrative furloughs are mandatory, initiated by the supervisor/senior officer on duty. Furloughs should continue until the officer involved has received professional counseling from a licensed psychologist who will notify the Chief of Police when the officer is capable of returning to work.
- H. When a disciplinary action is required that written notice is provided to the employee, the writing shall include the following information: (1) the date, time, and place of the offense; (2) the exact offense violated; (3) how the violation affects this agency's ability to be an effective, efficient or safe employ employee; (4) what the member must do to avoid future disciplinary action; (4) how much time the member has to correct the problem; and (5) what further disciplinary action-possibly including termination-will occur if performance does not improve. All disciplinary notices shall be signed by the Chief of Police and/or his designee assigning the discipline.
- I. All disciplinary records shall be permanently maintained in the employee's personnel file.

SECTION 02 INTERNAL AFFAIRS

PURPOSE: This department must maintain an open channel of communications with the citizens of our community to process complaints of substandard service or alleged misconduct by police department employees. It is the purpose of this policy to provide a citizen complaint processing procedure which is fair, objective, impartial, and aimed at determining the facts which substantiate or refute the allegation(s). This policy will also provide employees with information concerning their rights and obligations if confronted with allegations of misconduct or substandard service.

POLICY STATEMENT/PROCEDURES:

A. Internal Affairs Function

The Internal Affairs process is administered to ensure the integrity of this department and its employees. All investigations shall be fair and impartial. Internal Affairs investigations will adhere to the following guidelines:

1. All investigations shall be conducted by the Chief of Police or his or her designee.
2. The decision of the Chief or his or her designee is final.

B. Internal Affairs Activities include:

1. External complaints: Recording and investigating, including supervising, recording and controlling the investigating of complaints against agency employees made by persons outside the agency.
2. Internal complaints - Recording and investigating, including supervising, recording and controlling the investigation of alleged or suspected misconduct by agency employees from within the department; and
3. Confidentiality - Maintaining confidential investigations and records.

C. Classification of Complaints:

1. Class One - Serious or criminal misconduct complaints that allege needless or excessive force, brutality, violations of criminal law, corruption, breach of civil rights, abuse of authority, intentional discrimination, and others so classified by the Chief of Police.
2. Class Two - Complaints that allege inadequate public service, discourtesy, improper procedure, and other less serious and non-criminal conduct as directed by the Chief of Police.

3. Class Three - Use of Deadly Force; A use of deadly force by any officer of this agency will be investigated regardless of whether or not a formal complaint is filed.

D. Due Process:

This Department shall investigate both formal and informal complaints. The Chief of Police shall assign an investigator. Investigators shall follow proper procedures when interviewing an accused employee and shall uphold and defend the legal rights of employees as afforded by due process of law. NOTE: If it is determined that accusations may be malicious and false, the Chief of Police may limit the investigation to substantiating a false report. The following establishes the procedures regarding due process afforded to employees who are the subject of or involved in an internal affairs investigation:

1. An employee may be the subject of an internal investigation, a criminal investigation, or joint investigation, all at the same time.
2. An employee who is questioned as a suspect in an internal investigation that may lead to charges will be advised of his or her constitutional rights in accordance with the law.
3. An employee under investigation cannot be compelled to submit to a polygraph, voice stress analysis, or any other instrument designed to detect deception. However, an employee under investigation may voluntarily submit to such an examination after being made aware that such an examination is strictly voluntary and an employee who does not wish to submit to such an examination will not be presumed guilty or to have admitted to the violation.
4. An employee who is the subject of an internal affairs investigation may be required to provide or submit to any or all of the following if materially related to the investigation and in accordance with the law: (i) medical/psychiatric examinations; (ii) lineups; (iii) chemical tests; including drug tests; (iv) photographs; (v) respond completely and truthfully to all questions; and (vi) search(es) of City property including lockers. If an employee refuses to comply with any of the above when asked, he or she may be disciplined up to and including termination.
5. Questioning of employees under investigation shall typically be done during working hours unless there are extreme or exigent circumstances. The Chief shall determine if the circumstances are extreme or exigent. Questioning shall not be excessive and the employee should be allowed time for physical necessities during questioning.
6. If an employee refuses to cooperate in a non-criminal matter being investigated, the employee's refusal may be grounds for disciplinary action up to and including discharge.
7. The Chief of Police will issue a written statement of allegations and employee rights and responsibilities to each employee that becomes the subject of an internal affairs investigation.

NOTE: The Chief of Police will withhold this notice in cases of alleged corruption or felony law violations.

8. Employees will be notified in writing of the final disposition of a complaint for which he/she is the accused.

9. All records pertaining to internal investigations shall be kept in a secure area by the Chief of Police. Records pertaining to internal investigations shall be maintained permanently.

E. Taking a Complaint:

1. Any employee of this Department who receives a complaint, including an anonymous complaint, of substandard service or misconduct shall provide the complainant with information regarding what procedures the complainant will need to follow in processing the complaint.
2. No employee will attempt to discourage a citizen from filing a complaint. An employee should encourage the filing of the complaint, so there will be no perception from within the community of impartiality or a lack of accountability by the Department.
 - a. Employees receiving a complaint will follow the procedures as outlined below:
 - i. If the employee receiving the complaint is a supervisor, the employee will proceed with taking the information necessary for compiling a report. (Report form is in the appendix).
 - ii. If the employee receiving a complaint is not a supervisor, the employee will immediately refer the citizen to the police department to file the complaint with a supervisor on duty at the time. The employee will then telephone the police department and inform a supervisor of the situation. To maintain confidentiality the employee shall not use police radio equipment to communicate the complaint.
 - b. The complainant shall never be told to return and make the complaint at a later time.
 - c. Should the complainant specifically ask to talk to the Chief of Police or a higher ranking officer, and the specific individual is available, those arrangements shall be made.
 - d. Should the complainant request to talk with the Chief of Police or another higher ranking officer and the Chief or higher ranking officer is unavailable, the supervisor shall inform the complainant to contact the appropriate office during the time that the requested individual will be available. The supervisor will also request identification and phone number information from the complainant which will be forwarded to the office of the requested individual who can make contact with the complainant upon returning to work.
 - e. Regardless of who takes the complaint, the complainant will be advised that the report will be forwarded to the Chief of Police, (designee during absence of the Chief or if the complaint is against the Chief), who will either investigate the complaint or assign other personnel the responsibility. The complainant will also be informed that he/she will be contacted within five (5) days concerning further procedures.
 - f. During an interview of a citizen who is alleging misconduct of an officer or employee of this department, it shall be established if the complainant is a suspect or defendant in the event from which the complaint originated. This can be established by questioning the complainant or, in some situations, reading the report concerning the event.

- g. If it is determined that the complainant is in fact, or possibly could be, a suspect or defendant in the event, the supervisor will immediately read the complainant a Miranda Rights warning, utilizing a standard rights form and attach the form to the complainant's report. This information will be included in the narrative of the complaint report.
 - h. Complaints shall be taken on a standard citizen complaint form. A sample of this form is included in the appendix of this policy.
 - i. Once the complaint is directed to the Chief of Police and assigned for investigation, the complainant will be contacted as soon as possible, (within 5 days from the date of the complaint), and advised of the steps involved in completing the investigation.
 - j. The Chief of Police shall investigate the complaint in a thorough and impartial manner. Such investigation shall include taking written statements, if necessary, from all involved persons, the gathering and preserving of evidence and the recording of all information pertinent to the investigation.
 - k. When conducting an internal affairs investigation concerning possible violations or criminal law, the County Attorney's office shall be contacted to provide legal advice and/or assistance in case preparation.
 - l. Only the Chief of Police or his or her designee shall make recommendations and/or decisions regarding the outcome of an internal affairs investigation.
 - m. All investigations of internal affairs complaints shall be finalized within 30 days from the date filed unless circumstances exist which create a difficulty in achieving this time limit.
 - n. If an investigation is not completed within the 30 day time limit, the ranking officer in charge of the investigation will notify the complainant in writing and explain the reason for the delay.
 - o. The Chief shall render a decision on the internal affairs investigation within seven (7) calendar days of receiving the completed investigation. If the Chief serves as the Investigator, the City Administrator shall render the final decision.
- F. Relief From Duty:**
- 1. It is sometimes in the best interest of the community and all parties concerned, if an employee, who is the subject of an internal affairs complaint, is immediately relieved from duty.
 - 2. The highest ranking supervisor on duty at the time a complaint is received shall have the authority to relieve an employee of duty, with pay until the following business day. The relieved employee shall report to the Chief of Police the next business day at 10:00 a.m. The Chief of Police will advise the employee as to whether or not he or she will be relieved for an extended period of time.
 - 3. An employee relieved of his or her duties pending an internal investigation will be relieved with pay.
 - 4. If the incident, for which the employee is being relieved, involves an intoxicated or impaired employee, the employee's emergency contact will be called to provide him or her with a ride from work or an on-duty police officer (preferably a supervisor) will provide transport for the employee from work. Under no circumstances will an intoxicated or impaired employee be permitted to drive.

G. Information on the Complaint Report:

1. The Chief of Police will record all complaints in a permanent record and assign an internal affairs report number. Reports shall include, but not be limited to the following information:
 - a. Name of complainant;
 - b. Name of accused;
 - c. Date received;
 - d. Type of complaint;
 - e. Internal affairs number; and
 - f. Final disposition.

NOTE: See Complaint Report in Policy Appendix.

H. Disposition of Complaints:

1. Types of dispositions include:
 - a. Unfounded - Allegation is false or not factual;
 - b. Sustained - Enough evidence to prove allegation;
 - c. Not Sustained - Not enough evidence to prove or disprove allegation; and
 - d. Exonerated - Incident happened, but employee's actions were lawful and proper.
 - e. Sustained /Other - The investigation revealed that there was misconduct by the employee other than that which was alleged.

COMPLAINT/ALLEGATION FORM

USE: This form is to be completed for any allegation against an employee. The original document shall be reviewed for internal affairs purposes and then filed according to procedure.

DATE RECEIVED: RECEIVED BY: POSITION:

PHONE ()

NAME OF COMPLAINANT:

CAN BE CONTACTED AT PHONE 1 () PHONE 2 ()

ADDRESS:

WORKS AT: WORK PHONE: ()

BRIEFLY STATE THE NATURE OF THE ALLEGATION (What the employee is alleged to have done, or failed to do; what the conditions or circumstances were at the time; and what resulted):

REFERRED FOR DISPOSITION TO (Name of person):

EMPLOYEE NOTIFICATION FORM

USE: The original is given to the employee and duplicates sent to appropriate personnel.

TO:

DATE:

FROM:

SUBJECT:

A complaint/allegation was filed against you involving an incident that is alleged to have occurred on or about _____ concerning the following:

This incident has been documented as case number _____. A complaint/allegation has been received and the facts surrounding the complaint indicate that: (Check one or more of the dispositions that will be followed):

___ The complaint/allegation is unfounded and further action is unwarranted because there is no substantial evidence to suggest that your actions were either unlawful or contrary to policies and procedures. Unless future evidence suggests otherwise, this case is considered closed.

___ The nature of the complaint/allegation requires a non-disciplinary supervisory review.

___ The nature of the complaint/allegation requires a supervisory review for possible disciplinary action.

___ The nature of the complaint/allegation requires an internal investigation.

___ The nature of the complaint/allegation requires a criminal investigation that will be investigated by this agency.

___ The nature of the complaint/allegation requires a criminal investigation that will be investigated by the _____ .

ADMINISTRATIVE INTERVIEW NOTICE

Purpose: To protect the interviewee's personal physical freedom and the agency from charges of false imprisonment.

An administrative interview is not a detention. The interviewee's presence is a voluntary act. No attempt shall be made by an interviewer to physically detain an interviewee who desires to leave at any time.

Interviewees are to be told the following:

- The nature of the interview and what they will be questioned about.
- That their presence is voluntary, and no physical or verbal actions will be used in an attempt to physically retain or prevent them from leaving at any time.
- That failing to participate in the interview by leaving can create a separate act of insubordination that will likely lead to progressive discipline up to and including termination. However, an employee is not expected to violate his or her constitutional rights, including the right to incriminate himself or herself, and an employee's non-participation in an administrative interview caused by him or her enforcing such rights shall not constitute insubordination and the employee shall not be disciplined for that conduct.
- After reading the above information, the employee shall read the paragraph below and sign and date following the paragraph if the employee consents to the voluntary administrative interview.

•

I, _____, have read the above information and fully understand the nature of this interview and my expected role and obligations. I voluntarily consent to be present and understand that I am free to leave at any time. I further understand that failing to participate fully and completely in this interview may lead to charges of insubordination and will result in progressive discipline up to and including termination.

Interviewee's Signature: _____

Date/Time: _____

SECTION 03

INTERNAL COMPLAINTS REGARDING PERSONNEL ISSUES

PURPOSE: To ensure that employees are treating one another with respect and to provide direction for employees when an employee has an internal complaint about a co-worker not addressed elsewhere in this policy manual.

POLICY: All employees shall treat their co-workers with respect. An employee's complaint about a co-worker should first be directed to the complained-of co-worker. Supervisors shall treat subordinates with the same courtesy and respect that is required of subordinates toward supervisors. Criticisms of a member or of a member's performances will be made directly to the subordinate and, when practicable, in a private setting.

POLICY STATEMENT/PROCEDURES:

- A. Employees with personnel complaints about their co-workers shall first attempt to address the complaints directly to their co-worker. This statement is true for both subordinate complaints about supervisors and vice versa.
- B. All complaints, if practical, should be addressed in a non-public setting. However, this does not mean that issues addressing the whole department cannot be discussed in a respectful manner in Department meetings.
- C. All complaints should be addressed in a respectful manner.
- D. For subordinate employees with complaints about supervisors or co-workers with equal rank:
 - 1. If directing a complaint about an employee to the employee's co-worker is unsuccessful, the complaining employee may direct his or her complaint to the complained-of employee's supervisor. If that action is unsuccessful, the complaining employee should continue working the complaint up the chain-of-command until the complaint has been addressed. The Chief of Police shall be the final step in the chain of command. If a complaint is against the Chief of Police or has not been satisfactorily resolved by the Chief of Police, the complaint shall be directed to the City Administrator.
- E. For supervisors with complaints about subordinate employees:
 - 1. The supervisor may seek advice from the Chief of Police or another supervisor on how to address the complaint if the supervisor is unsure.
 - 2. The supervising employee shall coach the employee on the issue the supervising employee is complaining of. The supervisor shall document the coaching, including the date the coaching occurred, and what was discussed.
 - 3. If the employee continues the complained-of conduct the employee may be subject to discipline as described in this policy book.
 - 4. Supervisor are expected to address complaints regarding subordinates' performance, and if they fail to do so they may be subject to discipline as described in this policy book.

CHAPTER 04

PERSONNEL POLICIES

- Section 01 – Committing Unsafe Acts
- Section 02 – Conflicts of Interest
- Section 03 – Dishonesty
- Section 04 – Observance of Laws
- Section 05 – Drug and Alcohol Policy
- Section 06 – Use and Care of Property
- Section 07 – Business Cards – Official – Personal
- Section 08 – Uniforms/Grooming
- Section 09 – Ordering and Purchasing Policy
- Section 10 – Smoking and Use of Tobacco
- Section 11 – Address and Telephone Number
- Section 12 – Cellular Phone Policy
- Section 13 – Off-Duty/Secondary Employment
- Section 14 – Probationary Period
- Section 15 – Promotional Procedures
- Section 16 – Performance Evaluation
- Section 17 – Fitness for Duty

SECTION 01
COMMITTING UNSAFE ACTS OR ENDANGERING OTHERS

PURPOSE: Safe behavior is paramount due to the level of public trust and the nature of the equipment involved (e.g., motor vehicles, tools, chemicals, firearms, etc.) in police work. Unsafe behavior and/or unsafe use and handling of equipment significantly increases the Department's risk of injuries to all plus increases the risk of potential liability.

POLICY: Members shall not unlawfully commit acts or behave in such a manner that has the potential for endangering or injuring themselves, property, or another person.

POLICY STATEMENT/PROCEDURES:

- A. Employees shall not exhibit behaviors regulated or prohibited by specific guidelines, policies, procedures and practices that are designed to prohibit unnecessary risk to all persons' safety.
- B. Employees shall not allow untrained or inexperienced members or civilians to use equipment that has the potential of being damaged or injuring any person.
- C. Employees shall not continue an activity once conditions create an unreasonable safety hazard (an example would be to continue a dangerous chase for a minor violation once a license number and driver identification are known and substantial evidence exists to indicate the person who can then be apprehended later with less public endangerment).
- D. Employees shall not fail or refuse to wear a seat belt properly or any other protective or safety equipment.
- E. Employees shall not fail to report damaged or broken equipment that has the probability of creating a safety hazard and/or mishandling of equipment which results in or creates a potential safety or health risk.
- F. Employees shall not engage in horseplay or pranks that create injury or the probability of injury.
- G. Employees shall not use equipment for purposes that it was not designed for.
- H. Employees shall not engage in or permit the possession or handling of dangerous or explosive devices without proper authorization.
- I. Employees shall not leave security doors open or ajar allowing public access to secure areas.
- J. Employees shall not engage in the unauthorized or unnecessary divulging of information that creates a safety risk for another.
- K. This list is not conclusive.
- L. Employees violating this policy are subject to discipline up to and including termination. Furthermore, if the employee's conduct results in a criminal violation, it will be reported to the County Attorney.

SECTION 02 CONFLICTS OF INTEREST

PURPOSE: Public service work requires that members do not compromise the authority, integrity, trust, or confidence inherent in their positions. When conflicts of interest occur between the employee's private rights as a citizen and the privileged rights attributed to the employee's position, the Department attempts to bring about a reasonable balance if possible. When this balance cannot be negotiated, the Department must initiate action designed to safeguard the public trust.

POLICY: Employees shall not unlawfully commit acts or behave in such a manner that has the potential for endangering or injuring themselves, property, or another person.

PROCEDURES:

- A. This policy shall not be interpreted to limit an employee's constitutional right to free speech or an employee's right to organize as recognized by Iowa law.
- B. It is not a violation of this policy to make an occasional local call on employer telephones for personal business during break times or in emergency situations, provided the employee does not abuse this privilege.
- C. Employees shall not accept gratuities from any business or person.
- D. Employees shall not receive gifts from any entity or person in violation of the law. In addition to accepting gifts in violation of the law, employees shall never accept an otherwise legal gift from an inmate.
- E. Employees shall not engage in an illegal work slow-down, sit-down, or strike.
- F. Employees shall not fail or refuse to perform a duty because of personal interests (e.g., refuse to investigate a case because of its incriminating effect on a friend or relative; perform a personal service for a friend or family member at public expense).
- G. Employees shall not provide unauthorized information to any person.
Employees shall not have a substantial interest in a business that conducts business with this organization. This includes ownership of a business that provides services or sells goods that conflict with the Department's goals, mission, and/or objectives.
- H. Employees shall not incur financial liability or obligations for our organization without job authority or written permission to do so.
- I. Employees shall not provide a secondary employer or members of a secondary employer with special governmental services or treatment.
- J. Employees shall not use information learned professionally for personal gain.
- K. Employees shall not recommend the private or professional services of an attorney, bondsman, wrecker driver, hospital, doctor, architect, engineer, contractor, builder, and the like to a citizen, victim or prisoner.
- L. Employees shall not engage in off duty conduct that does not require the use or potential use of their law enforcement powers that presents a conflict of interest between the officer's duties as an officer and the officer's duties to the secondary employer. This includes engaging in secondary work or anything related to secondary work while on duty as a police officer.
- M. Employees shall not use employer equipment or property for personal benefit. This includes e-mail and telephone use for personal purposes

- N. Employees shall not, through their actions or inactions, encourage members not to fully comply with management's legitimate and lawful directives.
- O. Employees shall not post, remove or alter notices on any bulletin board or document distributed to the membership without permission of management.
- P. Violation of this policy may result in discipline up to and including termination.

SECTION 03 DISHONESTY

PURPOSE: To garner public support by gaining the public's trust and confidence.

POLICY: Employees shall not lie, give misleading information or half-truths, or falsify written or verbal communications in official reports or in their statements or actions with supervisors, another person, or organization when it is reasonable to expect that such information may be relied upon because of the member's position or affiliation with the Department.

POLICY STATEMENT/PROCEDURES:

- A. It is not a violation of this policy if an employee provides information that proves to be wrong, if the employee provides substantial evidence that he or she had no intent to be in error.
- B. It is not a violation of this policy for an employee to appropriately use legitimate interrogation techniques.
- C. It is a violation of this policy for an employee to engage in the following behaviors:
 - 1. Conducting a performance evaluation in a manner that does not comply with the policies governing performance evaluations or does not comply with the spirit or intent of the evaluation process.
 - 2. Covering up or purposefully failing to report violations of directives.
 - 3. Falsifying a job application, activity reports, attendance records, certification records, public documents, and the like.
 - 4. Improperly influencing or interfering with another's appointment, promotion, merit, assignments, working conditions and the like.
 - 5. Falsifying a sick leave report, workers compensation or accident claim.
 - 6. Falsifying any report in part or whole, or failing to provide a complete and accurate report or account when it is evident to a reasonable and prudent person that a complete report would lead to a different conclusion.
 - 7. Giving untruthful or misleading statements or partial truths during a legal proceeding, internal investigation, or administrative proceeding.
 - 8. Making untruthful or misleading statements or partial truths about any member, supervisor, command staff or their operations.
 - 9. Providing citizens with misleading or false information to avoid performance of duties or delivery of an expected service.
 - 10. Requesting others to change or withdraw a report or notice without proper cause, or causing the delay of any official communications.
- D. Violation of this policy may result in discipline up to and including termination.

SECTION 04
OBSERVANCE OF LAWS

POLICY: Members shall obey all constitutional, criminal, and civil laws imposed on them as members and as citizens of this state and country.

POLICY STATEMENT/PROCEDURES:

- A. Employees are required to follow all laws, including local, state, and federal laws while on and off duty.
- B. An employee's failure to abide by any law may subject that employee to discipline, including and up to termination.

SECTION 05 DRUG AND ALCOHOL POLICY

PURPOSE: To provide guidelines for all employees to follow concerning the use or possession of drugs and the procedures involved in employee drug testing.

POLICY: It is the policy of this Department that the safety-sensitive nature of law enforcement services justifies maintenance of a drug-free work environment. The nature of law enforcement officers' work is that an error or accident could cause loss of human life, bodily injury, or significant property or environmental damage. The public has a right to expect that those serving as law enforcement officers are at all times both physically and mentally prepared to assume those duties so that such errors are prevented. It is well recognized that individuals who use illicit drugs or use alcohol are more likely to have workplace accidents and errors and perform their work in an inefficient and substandard manner. Therefore, to effectuate this policy, the City has developed the following Drug and Alcohol testing program to detect prohibited drug use by law enforcement officers. This policy is applicable to all applicants for law enforcement officer positions and all law enforcement officers at any time they are actually performing, preparing to perform, or immediately available to perform any paid service as designated by the City.

DEFINITIONS:

- A. **Safety Sensitive Employee:** A safety sensitive employee is an employee working in a position wherein an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meet the requirements of this paragraph. The City includes police officers as safety sensitive employees. However, the City reserves the right to add or remove positions from its list of safety sensitive positions at any time.
- B. **Reasonable Suspicion Drug and Alcohol Test:** Drug or alcohol tests based upon evidence that an employee is using or has used alcohol or other drugs in violation of this written policy. Evidence in support of such a violation is drawn from specific objectives, articulable facts, and reasonable inferences drawn from those facts in light of training and experience. For the purposes of this paragraph, facts and inferences may be based upon, but are not limited to, any of the following:
 - 1. Observations while at work, such as direct observation of alcohol or drug use or abuse, or physical symptoms or manifestations of being impaired due to alcohol or drug use as described in the educational materials provided to employees.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - 3. A credible source's report of alcohol use or the use of drugs. The City Administrator will have the final determination of who is a credible source.

4. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.
 5. Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88 of the Iowa Code, or an accident that resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed One Thousand Dollars (\$1,000.00).
 6. Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the employer's premises, or while operating the employer's vehicle, machinery, or equipment.
 7. The employee's statement or admissions of drug use while he or she is a City employee.
- C. **Positive Test:** An employee tests positive for drugs if any trace of an illegal substance is detected following a drug test. An employee tests positive for alcohol if he or she has a blood alcohol concentration equal to 0.04 or greater.
- D. **Illegal Drugs/Substances:** Any substance that is illegal by law, has not been legally obtained, or which cannot be legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taken according to the prescription.

POLICY STATEMENT/PROCEDURES:

A. Prohibited Activity:

1. No employee shall illegally use, sell, transfer, purchase, or possess drugs, alcohol, controlled substances, or drug paraphernalia, or any combination thereof while in a City facility, vehicle, vessel, or aircraft or while performing City business, including business conducted in the employee's own home.
2. No employee shall report for work while under the influence of illegal drugs or alcohol.
3. No employee shall use illegal drugs or consume alcohol while at work.
4. No employee shall use prescription drugs unless: (1) a doctor has prescribed the medication to the employee; and (2) the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform the essential duties of a law enforcement officer without endangering the public's, coworkers', or the employee's safety.
 - a. Any employee using properly prescribed drugs shall notify his or her immediate supervisor about the use of the drug.
 - b. If an employee is using a prescription drug and his or her doctor has advised him or her that the drug may adversely affect the employee's ability to perform the essential duties of a law enforcement officer, the employee shall advise his or her supervisor of the adverse effects and the prescribed period of use.
 - c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the medical

file of the employee maintained by the Finance Officer/Treasurer/Deputy City Clerk, Gordon Edgar. See subsection G for information regarding the storage of drug test results and other medical information.

- d. Any employee using properly prescribed prescription drugs must carry the medication in its original container and the container must be labeled with the employee's name, employee's doctor, dosage, and the name of the drug prescribed.
5. Any employee who unintentionally ingests or is made to ingest a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

B. Notification

1. The City and/or Department will notify applicants of this drug and alcohol testing policy at the time of his or her first interview.
 - a. The City and/or Department will provide all employees with drug and alcohol education, including the effects of drugs and alcohol, signs and symptoms of drug and alcohol use, assistance available for those abusing drugs and alcohol, and drug and alcohol testing requirements.
 - b. Each employee and applicant will sign a form acknowledging receipt of these materials.

C. Applicant Drug Testing:

1. All prospective, safety sensitive employees who have been extended a conditional offer of employment with the City shall be required to complete a drug screen as a condition of employment during a pre-employment medical examination.
2. Prospective, safety sensitive employees who refuse to submit to the drug testing or have a positive test result shall be ineligible for City employment for one (1) calendar year from the date of the drug test.
3. If an employee is transferred to a safety-sensitive position, drug and alcohol testing under this policy is a condition of the transfer.

D. Employee Drug Testing:

1. Because of the safety-sensitive nature of their employment, all law enforcement officers may be required to take a drug test as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
 - a. Random Testing
 - i. The City may conduct random drug and alcohol testing on safety sensitive employees who are not covered by another drug/alcohol testing policy mandated by the state or federal government without individualized suspicion.
 - ii. The selection of employees to be tested from the pool of employees subject to testing shall be done based on a computerized randomly

generated selection process administered by a third-party, in which each member of the employee pool has an equal chance of selection.

- iii. All random drug testing will be uniform and unannounced.
- iv. The Chief of Police or City Administrator will determine the frequency and timing of the random drug testing.

2. Reasonable Suspicion Testing

- a. A supervisor, manager, or City Official may order an employee to take a drug test upon documented reasonable suspicion that the employee has been under the influence of drugs or alcohol while on duty, or that the employee has otherwise violated the terms of this policy.
- b. If a supervisor, manager, or City Official orders an employee to submit to reasonable suspicion drug testing, the employee will not be permitted to drive at all, including to or from the testing, until the test is returned showing negative results. The City will provide transportation to/from the testing at the City's expense if necessary.

3. Post-Accident Testing

- a. Testing shall be conducted after any accident, including use of force situations, motor vehicle crashes resulting in personal injury or property damage reasonably estimated at the time of the accident to be greater than \$1000, and any other incident resulting in loss of life, personal injury, or property damage reasonably estimated at the time of the accident to be greater than \$1000 if:
 - It is required by state or federal law; or
 - Reasonable suspicion exists.

E. Drug Testing Procedures:

- 1. Drug and alcohol testing shall require the employee to present a reliable form of photo identification to the person collecting the sample.
- 2. Drug testing will be conducted at a location designated by a supervisor, Chief of Police, or the City Administrator.
- 3. The City will designate the type of testing to be performed on the sample collected.
- 4. Drug and alcohol testing shall normally occur during or immediately before working hours begin or immediately after working hours. The time required for such testing shall be considered work time for the purpose of compensation and benefits.
- 5. A specimen testing positive will undergo an additional test to confirm the initial result.
- 6. The drug screening tests selected shall be capable of identifying every major drug likely to be abused including, but not limited to, marijuana, cocaine, heroin, amphetamine, and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in the collection process.
- 7. Any employee who breaches the confidentiality of testing information shall be subject to discipline.

8. The City shall pay all testing costs for pre-employment, unannounced, reasonable suspicion, regularly scheduled, or follow-up drug or alcohol testing ordered by the City.
9. In conducting drug or alcohol testing pursuant to this policy, the laboratory, the Medical Review Officer, and the City shall ensure, to the extent feasible, that the testing records maintained by the City show only such information required to confirm or rule out the presence of prohibited alcohol or drugs in the body.

F. Post-Testing Procedures:

1. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. The employee may request a copy of the memorandum be placed in the employee's file.
2. An employee who has a positive drug or alcohol test, either from random testing or reasonable suspicion testing, shall be subject to disciplinary action up to and including discharge.
3. If the employee is permitted to return to work, the employee may be required to submit to evaluation by a Substance Abuse Professional and undergo treatment recommended by the Substance Abuse Professional prior to returning to work. If the employee successfully completes the treatment, no further disciplinary action will be taken against the employee. If the employee refuses to submit to the evaluation or fails to successfully complete treatment, the employee will be subject to further discipline up to and including discharge.
4. If the Substance Abuse Professional determines that the employee has a drug or alcohol related problem the employee will be required to do follow-up testing upon the employee's return to work. All follow-up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

G. Drug Test Results:

1. All records pertaining to required drug tests shall remain confidential and shall not be provided to other employees or agencies without the written permission of the person whose records are sought.
2. Drug test results and records shall be stored and securely retained for an indefinite period in an employee file maintained by the Finance Officer/Treasurer/Deputy City Clerk, Gordon Edgar.

H. Responsibility:

1. It shall be the responsibility of the Chief of Police to enforce this policy. Employees are expected to report any suspicious behavior or suspected drug abuse of an employee.
2. It is the responsibility of each employee to abide by the procedures as outlined. Any employee refusing to submit to a drug test request made under this policy will be subject to discipline up to and including discharge.

SECTION 06
USE AND CARE OF PROPERTY AND EQUIPMENT

PURPOSE: To provide employees with guidelines regarding the use and care of Department property and equipment.

POLICY: Employees are accountable for the proper use and care of any property or equipment assigned to them, used by them, or under their direct or constructive care.

POLICY STATEMENT/PROCEDURES:

- A. Employees shall not purposefully or negligently damage Department property or equipment.
- B. Employees shall perform regular maintenance on equipment as required.
- C. Employees shall report any damaged or malfunctioning equipment or property.
- D. Employees shall not leave a vehicle unsecured or running while not attending to the vehicle.
- E. Employees shall not misuse radios by transmitting non-official communications.
- F. Employees shall not use Department equipment or property for personal use without approval by the Chief of Police.
- G. Employees shall not use others' equipment without prior approval.
- H. Employees shall not use special or restricted equipment without gaining proper supervisory authorization.
- I. This list is not exhaustive.
- J. Employees violating this policy shall be subject to discipline up to and including termination.

SECTION 07
BUSINESS CARDS: OFFICIAL - PERSONAL

POLICY: Business or personal cards which refer to this agency shall be used by employees and officers only in connection with the performance of official duties. All cards used must conform to the approved departmental format, and may be obtained only by permission of the Chief of Police.

SECTION 08 UNIFORMS/GROOMING

PURPOSE: The purpose of this policy is to provide all employees with guidelines concerning proper clothing, uniform, and grooming requirements when on duty or when representing this agency in any manner.

POLICY: Employees of this agency are representatives of this city and in that capacity it is very important that all employees, both sworn and non-sworn, present a professional image to the public. An employee's neat and clean appearance will instill public acceptance and confidence in the Department. It shall be the policy of this Department that all employees will consistently maintain a neat and clean appearance at all times during the performance of official duties or at any time that he/she is representing this agency in any manner. The Chief of Police shall be the sole judge on what constitutes a neat and clean appearance pursuant to this policy.

PROCEDURES:

A. Grooming:

1. Employees will keep their persons clean and sanitary by practicing the following:
 - a. Bathing daily and practicing good hygiene.
 - b. Wearing clean clothes that are free from unpleasant odors.
 - c. Mustache:
2. The wearing of a neatly trimmed mustache is permitted. The lowest point of the mustache will be no lower than the lowest point of the bottom lip. The ends of the mustache shall not be waxed or twisted.
3. Beard or Goatee
 - a. A neatly trimmed and well-groomed beard or goatee may be worn subject to the following conditions:
 - i. Beard or goatee has to be 1 1/2" or less in length at any point.
 - ii. Switching back and forth between having a beard or goatee and not having a beard or goatee is not permitted when done more than once a year.
 - iii. Beards and goatees shall not be unkempt, shaggy, or braided. No beads or other objects shall be attached to any facial hair.
 - iv. Members who do not have beards or goatees are still required to be clean shaven.
4. Hairstyle:
 - a. Hair will be neat and clean in appearance at all times.
 - b. While on duty, and in uniform, male officers will keep their hair trimmed according to the following guidelines:
 - i. The back will be neatly tapered, rounded or squared and may extend down to the top of the collar. The length of the hair in front will not fall lower than the tops of the eyebrows.
 - ii. The length of the bulk of the hair on the sides will not extend lower than half way down the ear.
 - iii. Sideburns may extend downward to the bottom of the lowest part of the ear, but not below.

- iv. Sideburns will not be flared or any wider at the bottom than their natural width at the top.
 - c. While on duty, and in uniform, female officers' hairstyle shall be worn according to the following guidelines:
 - i. While a female employee's hair may be of any length, while on duty and in uniform female officers' hair shall be fixed in such a manner that it does not go below the collar.
 - ii. Hair will be styled in a fashion that will allow the cap to be worn over the hair.
 - iii. Conspicuous pins, barrettes, and combs are not authorized.
 - d. Female officers working in non-uniform positions may wear their hair in a style that is not as restrictive; however, the hair should be well kempt in length and of a color and style that is non offensive to the general public.
 - e. Civilian employees' hair will be neatly styled, trimmed and well kept. It will not be of a style, length or artificial color which is offensive to the general public.
 - f. Any employee whose current assignment may require any deviation from the above procedures, such as plain clothes undercover work, may make a request to the Chief of Police for approval of an exception. The said approval will automatically expire upon completion of the assignment.
5. Make Up
- a. An employee's use of makeup will be conservative. An employee shall not wear excessive makeup including lip stick, eye makeup, or blush while on duty. An employee's fingernails shall be well kept and shall not be too long nor of a flashy nature.
 - b. All employees are prohibited from using strong fragrance whether in uniform or not.
6. Jewelry
- a. While in uniform, employees are prohibited from wearing jewelry unless it is properly concealed with the exception of wedding rings or other similar conservative rings.
 - b. Any jewelry worn must not present a hazard to the officer and if visible must present a neutral appearance to the public.
- B. Uniforms and equipment:**
- 1. All personnel will be held personally accountable for the return of all Department-issued uniform items. No issued item is to become the property of any individual; all remain the property of the Department. If an employee fails to return his/her Department-issued uniform, the Department shall seek reimbursement through wage withholding from the employee.
 - 2. Items lost or damaged during law enforcement activities will be reported to the Chief of Police as soon as possible by means of the appropriate report.
 - 3. Replacement of items of personal purchase which are lost or damaged in law enforcement activities will be determined on a case-by-case basis.
 - 4. Property lost or damaged as a result of law enforcement activities in connection with the arrest of an individual will be promptly reported, replacement costs determined and the officer involved will include, during prosecution of the individual, a request to the courts that any sentence include reimbursement of costs to the department.

5. All officers will be issued a body armor vest and carrier for use. Wear will be required for all personnel participating in raids, any barricade or hostage situation, or in any situation deemed appropriate by the Chief of Police. Uniformed officers will wear the body armor vest at all times while on duty. Exceptions may be allowed at the discretion of the Chief of Police.
6. Required Equipment on Duty: While on duty the Officer shall have the following items available or showing:
 - a. Badge
 - b. Name Tag
 - c. Inner and Outer Belt Leather or Synthetic Leather
 - d. Weapon: approved by Chief of Police
 - e. ASP Baton
 - f. Handcuffs
 - g. Handcuff Case
 - h. Handcuff Key
 - i. Pen
 - j. Duty Ammunition
 - k. Extra Ammunition
 - l. Magazine holders
 - m. ASP Baton holder
 - n. Flashlight
 - o. Flashlight holder
 - p. Keys
 - q. Paper and Citation books
 - r. Portable Radio
 - s. Portable Radio holder
 - t. Vest (Body Armor) Required
 - u. Pepper Spray
 - v. Pepper Spray holder
 - w. Rubber gloves
 - x. Rubber gloves pouch
 - y. Cell Phone issued by Department
7. All uniform and accessory purchases will be made from Department-approved uniform dealers.

C. Uniform Requirements:

1. All uniform clothing items will be clean and pressed
2. All uniform clothing items will not be torn, frayed, torn, missing buttons, scuffed, faded, or patched.
3. All leather items, belt, holster, handcuff case, etc. will be the appropriate color and style as determined by the Chief of Police.
4. All silver or brass items will be clean and properly polished.
5. When in uniform, all pieces of the uniform and all uniform equipment will be worn and will not be varied from their intended purpose unless approved in advance by the Chief of Police.
6. Shoes or boots will be the appropriate color and styles as determined by the Chief of Police, and will be shined/polished appropriately on a regular basis.

7. Socks that are exposed will be an appropriate color that matches the uniform.

D. Court Appearances:

1. The police uniform, with tie while in winter uniform, is authorized dress for any court appearance.
2. Male officers may substitute a suit for the uniform when appearing in court. Minimum requirements for non-uniform court attire include:
 - a. Dress slacks
 - b. Dress shirt
 - c. Tie
 - d. Suit jacket or sports jacket
 - e. Dress shoes
3. Female officers may substitute conservative business suits or ensembles for the uniform when appearing in court. Female officers shall not be required to wear a tie.

E. Non-uniform appearance:

1. Any female officer authorized to dress in plain clothes shall wear conservative business suits or ensembles when on duty. Clothing such as warm up suits, blue jeans, stretch pants or shorts is not appropriate attire when on duty.
2. Male officers authorized to dress in plain clothes will wear a suit or sports jacket with dress shirt, slacks and necktie. Another acceptable option is dress slacks, dress shirt and tie. The jacket will be worn at any time the officer is out in public view. Clothing such as warm up suits, blue jeans, stretch pants or shorts is not appropriate attire when on duty.

F. Non-sworn personnel:

1. All non-sworn female personnel whose duties require that they interact with the public will wear conservative type business suits or ensembles if not provided a uniform for their duties.
2. All non-sworn male personnel whose duties require that they interact with the public will wear slacks, dress or sport shirts and dress shoes. Necktie is optional. This section is for those that are not provided a uniform for their position.
3. All non-sworn employees who do not interact with the public in the performance of their duties will dress casually, as directed by the Chief of Police and depending on the type of work performed.
4. Any non-sworn employee subpoenaed to appear in a court of law shall dress appropriately as outlined in section D. above.

SECTION 09

ORDERING AND PURCHASING POLICY

PURPOSE: To define and establish the procedure for ordering and purchase of uniforms, equipment, etc.

POLICY: Each officer or employee of the West Branch Police Department shall in all instances when wishing to purchase or place an order for any item, follow the prescribed procedure.

PROCEDURE:

- A. Purchase - requisition forms shall be given to the Chief of Police and approved prior to purchase.
- B. Officers and employees will list the item or items to be purchased, along with the company from which the purchase is intended, price and any other required information.
- C. All returns of merchandise due to improper size, etc. will be undertaken by the officer or employee purchasing the same.
- D. All purchases must have prior approval from the Chief of Police.
- E. The Chief of Police or the designee of the Chief of Police is authorized to make purchases. Purchases of property must have an authorized signature of the Chief of Police on the purchase order prior to purchase, except in the event of an emergency.
- F. Uniforms will be ordered in three month increments. In order to be approved for a uniform/equipment request, employees must submit their requests prior to the dates listed.
 - 1. February 1
 - 2. May 1
 - 3. August 1
 - 4. November 1

SECTION 10

SMOKING AND USE OF TOBACCO/NICOTINE

PURPOSE: To provide guidelines for all departmental employees to follow in the use of tobacco products while on duty or off duty and in uniform.

POLICY: It shall be the policy of this agency to restrict smoking or the use of tobacco and/or nicotine by employees at the West Branch Police Department to a designated area, and to restrict smoking or the use of tobacco and/or nicotine while on patrol, in performance of an official investigation, or while off duty in uniform as a representative of this agency.

PROCEDURES:

Use of tobacco and/or nicotine products on police department property:

- A. There will be no smoking or use of other tobacco/nicotine allowed inside the police department building. The only exception to this rule is nicotine patches used for smoking cessation.
- B. The prohibited use of tobacco and/or nicotine products inside the police department building will apply to all employees as well as the general public. The only exception to this rule is nicotine patches used for smoking cessation.
- C. Any employee observing a non-employee using a tobacco and/or nicotine product inside the building will inform the individual that tobacco use is not allowed inside the building.
- D. Employees will be allowed to smoke, use tobacco and/or nicotine products in the designated area and will be permitted to do so to the extent that it does not interfere with assigned duties.
- E. All employees using the designated area for tobacco and/or nicotine use at the police department will be required to use the appropriate containers at the location for disposal of the used tobacco and/or nicotine product.
- F. The Chief of Police or designated supervisors will monitor employees to assure that this privilege is not abused.

Use of tobacco and/or nicotine products by employees in the field:

- G. No employee shall smoke or use any tobacco and/or nicotine product while making personal contacts with citizens in the course of their official duties. The only exception to this rule is nicotine patches used for smoking cessation.
- H. No employees shall smoke or use any tobacco and/or nicotine product while in the view of the public, such as working traffic, investigating accidents, or any on-the-scene criminal investigations. The only exception to this rule is nicotine patches used for smoking cessation.
- I. All employees who smoke, use a tobacco and/or nicotine product and are assigned to a departmental vehicle will not be allowed to use the product inside the vehicle. The only exception to this rule is nicotine patches used for smoking cessation.
- J. Any officer answering a call for police service, whether on patrol or in an investigative capacity, will discard any tobacco and/or nicotine product he/she might be using before entering a public building or entering the police vehicle. The only exception to this rule is nicotine patches used for smoking cessation.
- K. All employees using smokeless tobacco products will be required to use the product in a manner which will keep their assigned vehicles clean.

General guidelines:

- L. Any employee using tobacco products such as chewing tobacco or snuff will be allowed to use the product in accordance with the guidelines of this policy. It should be noted, however, that use of this type product will be closely scrutinized and any individual using the product in an unclean or unsanitary manner will be subject to restrictions as deemed necessary by the Chief of Police or departmental supervisors .
- M. Police officers who are off duty but in a departmental uniform shall be required to abide by the procedures as set forth within this policy.
- N. This policy will be strictly enforced. Any employee who fails to follow procedures as outlined will be subject to disciplinary action.

SECTION 11
ADDRESS AND TELEPHONE NUMBER

POLICY: In the event of a major emergency, it will become necessary to notify off duty personnel who will be required to report for duty at that time. For the purpose of emergency notification, all department employees shall, upon employment, submit the address of their residence and telephone numbers (home and cellular) to their immediate supervisor who will forward this information to the Chief of Police. If an officer does not have a cellular or home telephone number, a department issued cell phone number will be issued to the officer to carry with him or her at all times. Any change in residence location or telephone numbers will be submitted to an immediate supervisor who will forward this information to the Chief of Police within twenty-four (24) hours of the change. This is the officer's responsibility and failure to take this action may result in disciplinary action.

SECTION 12

CELLULAR PHONE POLICY

POLICY: It is West Branch Police policy to have employees use cellular phones as an effective communication tool to enhance personal safety and provide a communications link between other agencies and citizens. Cellular phones purchased by West Branch Police Department will be used under the guidelines set forth by this document. Cellular phones will be used in the most economical way to maximize the Department's usage plan. The term "cellular phone" shall include all phones using "wireless telephone service" as defined by law.

PROCEDURES:

A. Identification of need:

1. In determining whether an employee should have a Department-issued cellular phone, the Chief of Police shall take into consideration whether the employee's job duties require that the employee be reachable at any time, and whether the department provides a support service that requires a quick response. In making this determination, the following factors are to be used as measures of need:
 - Nature of work performed
 - Need to have immediate contact with administration
 - Safety
 - Productivity issues
 - Availability of existing funds to cover cost
 - General usefulness to departmental operations
 - On call or stand by

B. Approval and Purchase:

All cellular phones for Department employees' use are approved by the Chief of Police, taking into consideration whether funds to support the expense exist in the department's budget:

C. Cost:

Costs associated with the purchase of a cellular phone, monthly rental fees, and toll calls are the responsibility of the Department. Payment will be made by the City to the cellular service supplier for any monthly use charge associated with cellular phone equipment purchased with City funds.

Employees are discouraged from using their personal phones for City business. Such may cause an employee's personal phone records to be reviewed in the event of an open records request. In the event an employee uses his/her own cellular phone for a City business call, the City will reimburse the individual for the specific call(s) if the call(s) cause the employee to exceed his/her free minutes on his/her cell phone plan. Requests for reimbursement must be submitted on a voucher with supporting documentation attached (copy of cellular phone bill with specific call(s) highlighted) and the details of/or purpose for the call indicated on the documentation. Reimbursement of this type requires Chief of Police approval.

Employees shall not use Department-issued cellular phone for personal business, with the exception of an emergency situation. If an employee uses a Department-

issued cellular phone for personal business in violation of this policy, disciplinary action will be taken up to and including termination.

D. Ownership:

Cellular phones purchased by the City are the property of the City. Upon separation from City employment, the Chief of Police is responsible for ensuring the cellular phone is returned to the Department for future use. An employee who has been authorized to have a City cell phone will be issued one (1) cell phone. Costs for replacement of the cell phone required because of the employee's actions shall be borne by the employee. The Chief of Police or City Administrator shall determine whether or not the cause of replacement was required by the employee's actions.

E. Cell Phone Usage:

1. The department issued cell phone shall be carried by the employee to whom it was issued to at all times.
2. Any misuse of the cell phone will follow under the Department Disciplinary Policy.
3. Officers should also keep in mind the cell phone can also be monitored by civilians using Police scanners and that all data from the phone may be subject to an open records request by any member of the public.
4. Any problems with the cell phone shall be reported immediately to the Chief of Police.
5. The City Administrator may review employees' usage of Department-owed cellular phones at any time.

CELLULAR PHONE LETTER OF AGREEMENT

West Branch Police Department is assigning this cellular phone for work-related activity with the following understanding:

1. The employee will be responsible for reading and understanding the cellular phone policy and will utilize the same in operating the cellular phone.
2. Utilization of this cellular phone will be the sole responsibility of the assigned employee of record.
3. This phone is being assigned to the employee for official City business only. The phone number should not be given out other than for essential work-related contacts.
4. Employees have a responsibility to review their cellular phone usage bill with their supervisor, when requested by the Chief of Police, to allow the supervisor to ensure accountability in utilization.

I, the undersigned, have read and understand the conditions of having a City cellular phone and agree to abide by the policy, procedures and rules established and approved for such assignment.

I realize that any violation of this agreement may result in the removal of this privilege and/or disciplinary action.

Employee's Name (Printed): _____

Employee's Signature: _____

Cellular Phone Number Assigned: _____

Serial Number of Cellular Phone: _____

Date: ____/____/____

SECTION 13 OFF-DUTY/SECONDARY EMPLOYMENT

POLICY: The policy of this department is to provide guidelines to law enforcement employees to inform them of the types of off-duty and/or secondary employment that are authorized; and to establish procedures to maintain accountability for the welfare of the department. These requirements are essential for the efficient operation of the department and for the protection of the community.

DEFINITIONS:

- A. **Employment:** The provision of a service, whether or not in exchange of a fee or other consideration. Employment does not include volunteer charity work.
- B. **Extra-Duty Employment:** Any employment that is conditioned on the actual or potential use of law enforcement power by the police officer employee, including volunteer charity work.
- C. **Regular Off-Duty Employment:** Any employment that will not require the use, or potential use of law enforcement powers by the off-duty employee.

PROCEDURES: There are two types of off-duty employment in which an employee may engage:

- A. **Regular Off-Duty Employment:** Employees may engage in off-duty employment that meets the following criteria:
 - 1. Employment of a non-law enforcement nature in which vested police powers are not a condition of employment; the work provides no real or implied law enforcement service to the employer and is not performed during assigned hours of duty.
 - 2. Employment that presents no potential conflict of interest between their duties as a law enforcement officer and their duties for their secondary employers. Some examples of employment representing a conflict of interest are:
 - a. As a re-posessor, or bill collector, towing of vehicles, bail bondsman or in any other employment in which law enforcement authority might tend to be used to collect money or merchandise for private purposes.
 - b. Personnel investigations for the private sector or any employment which might require the law enforcement officer to have access to law enforcement information, files, records or services as a condition of employment.
 - c. In a law enforcement uniform in the performance of tasks other than that of a police nature.
 - d. Which assists (in any manner) the case preparation for the defense in any criminal action or proceeding.
 - e. For a business or labor group that is on strike.
 - f. In occupations that are regulated by, or must be licensed through the law enforcement agency, the West Branch City Council or other related entity.
 - 3. Employment that does not constitute a threat to the status or dignity of law enforcement as a professional occupation. Examples of employment representing a threat to the status or dignity of the law enforcement profession are:

- a. Establishments which sell pornographic books, magazines, sexual devices, or videos, or that otherwise provide entertainment or services of a sexual nature.
 - b. Any employment involving the sale, manufacture or transport of alcoholic beverages as the principal business.
 - c. Any gambling establishment not exempted by law.
- B. Extra-Duty Employment.** Law enforcement officers may engage in extra-duty employment as follows:
1. Where a government, profit-making or not-for-profit entity has a contract agreement with the law enforcement agency for law enforcement officers in uniform who are able to exercise their police duties.
 2. Types of extra-duty services which may be considered for contracting are:
 - a. Traffic control and pedestrian safety.
 - b. Crowd control.
 - c. Routine law enforcement for public authorities.
 - d. Plainclothes assignments.
- C. Limitations on regular off-duty employment and extra-duty employment are as follows:**
1. In order to be eligible for off-duty employment, a law enforcement employee must be in good standing with the department. Continued departmental approval of a law enforcement employee's off-duty employment is contingent on such good standing. The Chief of Police shall determine if an officer is in good standing.
 2. Those officers who have not completed their probationary period, or who are on medical or other leave due to illness, temporary disability or an on-duty injury shall not be eligible to engage in regular or extra-duty employment.
 3. Prior to obtaining off-duty employment, a law enforcement employee shall comply with departmental procedures for granting approval of such employment, or registration for extra-duty employment.
 4. A law enforcement officer may work a maximum of 20 hours of off-duty-regular employment, or a total of 60 hours in combination with regular duty in each calendar week.
 5. Work hours for all off-duty employment must be scheduled in a manner that does not conflict or interfere with the law enforcement officer's performance of duty.
 6. A law enforcement officer engaged in any off-duty employment is subject to call-out in case of emergency, and may be expected to leave his off-duty or extra-duty employment in such situations.
 7. Permission for a law enforcement employee to engage in outside employment may be revoked where it is determined, pursuant to departmental procedure that such outside employment is not in the best interests of the department.
 8. An employee may not work any off-duty employment within eight (8) hours prior to their scheduled shift with this department.
 9. A police employee engaged in any off-duty or extra-duty employment is subject to call-out in case of emergency, and may be expected to leave his regular off-duty or extra-duty employment in such situations.
 10. Any police employee that signs up for extra duty is expected to be at their post and ready for duty at the agreed upon or designated time, date, and location.

- D. Any employee considering **off-duty** or **extra duty** employment must request permission in writing to the Chief of Police, stating the working hours and duties of such employment. Such requests must be approved prior to the commencement of outside employment.
- E. No paid sick leave shall be accrued by an employee who is injured while working off-duty employment.

Section 14

PROBATIONARY PERIOD

POLICY: Probationary periods are established primarily for the purpose of allowing an agency to monitor the abilities of new employees, employees who have been promoted into a position of higher authority, and employees who are placed on probation for some type of infraction. All employees of this agency, below the level of Department Head, appointed or promoted shall be required to complete a probationary period as set forth herein.

PURPOSE: To provide all employees with information concerning Probationary requirements as established by this department.

PROCEDURES:

A. Law Enforcement Personnel:

1. Chapter 400 of the Iowa Code establishes the maximum probationary period for police officers subject to Civil Service. Although the City of West Branch's population does not subject it to the requirements of Civil Service, the City of West Branch follows Chapter 400 with respect to police officer probationary periods as follows:
 - a. In the case of police patrol officers, if the employee has successfully completed training at the Iowa Law Enforcement Academy or another training facility certified by the director of the Iowa Law Enforcement Academy before the initial appointment as a police patrol officer, the probationary period shall be for a period of twelve (12) months and shall commence with the date of initial appointment as a police patrol officer.
 - b. If the employee has not successfully completed training at the Iowa Law Enforcement Academy or another training facility certified by the director of the law enforcement academy before initial appointment as a police patrol officer, the probationary period shall commence with the date of initial employment as a police patrol officer and shall continue for a period of twelve (12) months following the date of successful completion of training at the Iowa Law Enforcement Academy or another training facility certified by the director of the Iowa Law Enforcement Academy.
 - c. A police patrol officer transferring employment from one jurisdiction to another shall be employed subject to a probationary period of twelve (12) months.
2. In the case of an existing employee being appointed to a different job classification or promotion, that employee will be on a probationary period of twelve (12) months.
3. A department head is not required to serve a probationary period.

B. Civilian Personnel:

1. All civilian employees, (non-sworn personnel), shall satisfactorily complete a probationary period of not less than twelve (12) months.
 - a. Examples of civilian employees include, but are not limited to, the following:
 - i. Clerks
 - ii. Communications Operators
 - iii. Secretary

- C. Any time during the probationary period that it is determined and documented that an employee is not capable of satisfactorily performing the job for which he/she was hired the supervisor in charge of the employee in question will:
 - 1. Forward an agency memo to the Chief of Police briefly describing the employee situation.
 - 2. Forward all documentation of training, counseling, or other actions taken concerning this employee to the Chief of Police.
 - 3. The Chief of Police will decide what action shall be taken concerning any probationary employee who is determined to be incapable of satisfactorily performing the job for which he/she was hired.
- D. Action taken in this type of situation will depend on all the circumstances associated with each occurrence.
- E. Performance evaluations will be performed on probationary employees as stated in the Performance Evaluation Policy of this department.

SECTION 15

PERFORMANCE EVALUATION

PURPOSE: To ensure satisfactory work performance from all employees of the West Branch Police Department and to provide constructive evaluations for all West Branch Police Department employees.

POLICY: Performance evaluation shall be the express responsibility of the Chief of Police or the designee of the Chief of Police. It shall be the policy of the Department that all evaluations of employees be fair and impartial in every case as well as facilitate the achieving of established objectives consistent with sound personnel management.

PROCEDURES:

- A. All employees of the West Branch Police Department will be evaluated on an annual basis by the Chief of Police or the designee of the Chief of Police. Said evaluations will be performed with the use of questionnaires and forms furnished by the Department. The evaluation process will consist of and allow for the following:
 1. Fair and impartial personnel decisions.
 2. To improve and maintain performance.
 3. To provide a medium for personnel counseling.
 4. To facilitate proper decisions regarding probationary employees.
 5. To provide an objective and fair means for recognition and measurement of individual performance in accordance with prescribed guidelines.
 6. To identify training needs.
 7. Measurement definitions, procedures for the use of forms and the evaluation of each employee will be documented and contained in his or her personnel file.The annual evaluation will cover only the performance observed during the preceding year. Each evaluation period will be from January 1st through December 31st. Employees may be evaluated more frequently if necessary. All performance evaluations will be based on the position and its tasks that the employee holds. Each performance evaluation shall be reviewed and signed by the Chief of Police or the designee of the Chief of Police.
- B. Each employee will be requested to sign the completed evaluation report to indicate that he or she has read it. This signing is not to imply agreement or disagreement with content of the report.
- C. Evaluation results will be utilized by the administration to assess suitability for promotion, job assignments, training and remedial training needs as well as possible disciplinary measures.
- D. A review of any contested evaluation will be afforded any employee upon written request to the Chief of Police.
- E. All performance evaluations will be documented and retained in each employee personnel file.
- F. The evaluation process will be inspected and updated if necessary on an annual basis.
- G. Employees will be counseled at the beginning of each evaluation period with respect to:
 1. Tasks of the position occupied.
 2. Level of performance expected.
 3. Evaluation rating criteria.

- H. An employee will be provided an interview with his reviewer if requested. A copy of all evaluations will be given to each employee.

SECTION 16

FITNESS FOR DUTY

PURPOSE: The rationale for establishing a fitness for duty policy for the West Branch Police Department's sworn personnel, is that they, along with other Law Enforcement Officers, are called on and expected by the public to perform important, often-critical, essential job functions. Their physical capabilities and readiness bears directly upon effectiveness, their safety, the safety of coworkers and citizens. Because of this, Department personnel must be fit and able to perform his/her job requirements and essential job functions.

POLICY: Whenever the employer reasonably suspects, based on injury to the employee, admission by the employee, medical evidence provided, observation of symptoms, or other objective evidence, that the physical or psychological condition of an employee is endangering the employee's own health or safety and/or the health and safety of others, or where an employee has been off work for more than thirty (30) calendar days for any medical reason, the employee shall be requested to undergo a complete physical examination, including functional testing, to determine fitness for duty and ensure the employee can perform his/her job requirements and essential job functions.

PROCEDURES:

- A. The Chief of Police or his or her designee shall have the authority to require a fitness for duty examination for any police department employee.
- B. The Chief of Police will provide the employee with an order to receive a fitness for duty evaluation in writing.
- C. The employee shall be required to get a fitness for duty evaluation within seventy-two hours of receiving the requirement from the Chief of Police. If the employee is unable to meet this requirement he or she shall immediately discuss it with the Chief of Police, and the Chief may, at his discretion, extend the time period.
- D. The cost of said examination will be borne by the employer.
- E. The Chief of Police shall have the final say as to what defines an appropriate fitness for duty examination.
- F. Any officer placed on sick leave due to failing a fitness for duty exam shall not be allowed to return to work until being release from medical/psychological care and a health care professional submits a letter indicating that the officer in question is physically and psychologically fit for duty.

CHAPTER 05

POLICE OPERATIONS

- Section 01 – Arrest Procedures
- Section 02 – Use of Force
- Section 03 – Fingerprint and Photographing
- Section 04 – Domestic Abuse Response
- Section 05 – Bomb Threats/Disaster Planning
- Section 06 – Hostage / Barricaded Subjects
- Section 07 – Fresh Pursuit
- Section 08 – Missing Persons
- Section 09 – Mutual Aid Assistance
- Section 10 – Responding to Alarms
- Section 11 – Post Shooting Incident/Officer
Involved
- Section 12 – Search of Persons
- Section 13 – Search of Motor Vehicles
- Section 14 – Search Warrant Execution

SECTION 01 ARREST PROCEDURES

PURPOSE: To provide the legal procedures for the Department to follow for an arrest.

POLICY: Laws of arrest, search and seizure are defined by the United States Constitution, Iowa Statutes, and judicial interpretation to protect individual rights of all persons. It is the policy of this agency to always use legal justification and means for any arrest, search or seizure.

- A. Only sworn officers shall make arrests or serve arrest warrants. Non-sworn employees shall direct persons surrendering at the department to an officer for arrest or to serve an arrest warrant. Use caution, planning, and correct approach to help reduce dangers of making arrests.
- B. A sworn officer may arrest when he or she has an arrest warrant, reasonable grounds/probable cause to believe that a person has an outstanding arrest warrant or that the person has committed an offense, and when a judge or magistrate has orally ordered an officer to effect an arrest upon an individual (i.e., contempt of court).
 - 1. Reasonable suspicion is the articulable facts that would allow an officer to make a stop.
 - 2. Reasonable Grounds or Probable Cause are the articulable acts that would enable an officer to make an arrest.
- C. It is the policy of the West Branch Police Department to detain all persons, placed under physical arrest, by utilizing handcuffs.
- D. Officers making an arrest verbally advise the arrestee, (1) “you are under arrest,” or a similar phrase to ensure arrestee clearly understands he/she is under arrest; (2) the reason for the arrest; and (3) of his or her identity as an officer prior to detaining the individual, except when the individual is actually engaged in the commission or an offense or an attempt to commit an offense.
- E. The officer will inform the arrestee of the requirement that the arrestee submit to the arrest. If a citizen refuses to submit to an arrest the officer will use only the force necessary to effectuate the arrest.
- F. In any type of arrest situation officers will exercise caution and call for back-up at any point during the arrest procedure that there is the slightest possibility that any type of force will become necessary.
- G. All Officers shall be familiar with Iowa Code Chapter 804 which described an officer’s responsibilities when making an arrest. If any section of this policy conflicts with Chapter 804, Chapter 804 shall apply.
- H. Pursuant to Iowa Code 236 and 708.2A, an officer will effect an arrest when an allegation of domestic assault has been made. An officer will exercise only that discretion, which is allowed by law, in this area.
- I. All officers will make contemporaneous and detailed records concerning situations that lead them to reasonably conclude that individuals were committing or had committed a criminal offense.

Arrests Outside Jurisdiction of This Agency: A law enforcement officer of this agency operating outside the jurisdiction of this agency may make non-warrant arrests for felony or misdemeanor offenses if the offense is committed within the officer's view, subject to the following provisions:

1. This section is applicable only within the State of Iowa;
2. That as soon as possible after the arrest the officer shall notify the Law Enforcement Agency where the arrest was made of the arrest and that Law Enforcement Agency shall take custody of the detainee and shall take the detainee before a magistrate; and
3. That the officer operating outside this jurisdiction must be doing so at the request of or with the permission of the municipal or county law enforcement agency having jurisdiction in the locale of the arrest.

SECTION 02 USE OF FORCE

PURPOSE: To provide guidelines for law enforcement officers of this agency to follow in the use of force, either deadly or non-deadly, to bring an incident under control.

POLICY: This department recognizes and respects the value and special integrity of each human life. In vesting law enforcement officers with the lawful authority to use force to protect the public welfare, a careful balancing of all human interests is required. Therefore, it is the policy of this agency that law enforcement officers shall use only that force that is reasonably necessary to effectively bring an incident under control, while protecting the lives of the officer or another.

DEFINITIONS:

- A. **Deadly force:** Any use of force that is likely to cause death or serious bodily harm. For purposes of this policy, deadly force will mean the discharging of a firearm toward a person. No other type of deadly force is authorized
- B. **Non-deadly force:** Any use of force other than that which is considered deadly force. Reasonable belief: When facts or circumstances the officers knows, or should know, are such to cause an ordinary and prudent officer to act or think in a similar way under similar circumstances.
- C. **Serious physical injury:** a bodily injury that (1) creates a substantial risk of death; (2) causes serious permanent disfigurement, or (3) results in a long-term loss or impairment to any bodily member or organ.

PROCEDURES:

- A. **Parameters for use of deadly force:**
 - 1. While on-and off-duty, law enforcement officers shall carry only weapons and ammunition authorized by and registered with this agency.
 - 2. Authorized weapons are those with which the law enforcement officer has qualified and received departmental training on proper and safe usage, and that are registered and comply with departmental specifications.
 - 3. Law enforcement officers are authorized to use deadly force in order to (a) protect the law enforcement officer or others from what is reasonably believed to be an immediate threat of death or serious bodily harm; or (b) prevent the escape of a fleeing felon whom the officer has probable cause to believe will pose a significant threat to human life should escape occur.
 - 4. Before using deadly force, law enforcement officers shall identify themselves and state their intent to shoot, if feasible.
 - 5. A law enforcement officer may also discharge a weapon under the following circumstances:
 - a. During range practice or competitive sporting events.
 - b. To destroy an animal that represents a threat to public safety, or as a humanitarian measure where the animal is seriously injured.
 - 6. Law enforcement officers shall adhere to the following restrictions when their weapon is exhibited:
 - a. Except for maintenance or during training, law enforcement officers shall not draw or exhibit their firearm unless circumstances create reasonable cause to believe that it may be necessary to use the weapon in conformance to this policy.
 - b. Warning shots are prohibited.
 - c. Law enforcement officers shall not fire their weapons at or from a moving vehicle. An exception to this provision will be justified under circumstances where an officer is in immediate danger of being subjected to deadly force.

Example: A suspect in a moving vehicle discharges or is attempting to discharge a weapon directed at a vehicle occupied by a law enforcement officer.

7. Officers should attempt to protect innocent bystanders in the discharge of weapons.
8. This agency shall schedule regular training and qualification sessions for duty, off-duty and specialized weapons, which will be graded under the Iowa Law Enforcement Academy Guidelines.
9. Law enforcement officers who fail to receive a passing score with their duty weapon(s) in accordance with department testing procedures shall be relieved of their police powers and immediately reassigned to non-enforcement duties.
10. A law enforcement officer shall not be permitted to carry any weapon with which he has not been able to qualify during the most recent qualification period.
11. A law enforcement officer who has taken extended leave or suffered an illness or injury that could affect his use of firearms ability will be required to re-qualify before returning to enforcement duties.

B. Parameters for use of non-deadly force:

1. Where deadly force is not authorized, officers should assess the incident, if possible, in order to determine which non-deadly technique or weapon will best bring the incident under control in a safe manner.
2. Law enforcement officers are authorized to use non-deadly force techniques and issued equipment for resolution of incidents, as follows:
 - a. To protect themselves or another from physical harm; or
 - b. To restrain or subdue a resistant individual; or
 - c. To bring an unlawful situation safely and effectively under control.
3. A law enforcement officer is not permitted to use a non-deadly weapon unless qualified in its proficient use as determined by training procedures.
4. Use of Tasers

a. Definitions:

- i. X26 Advanced Taser – A 26-watt hand held Electro-Muscular Disruption (EMD) device manufactured by Taser International. The device fires two probes a distance of up to 21 feet from a replaceable air cartridge. The probes are connected to the weapon by two high-voltage insulated wires. Electrical pulses are sent along the wires to the probes with the intended effect of temporarily incapacitating the targeted subject. The X26 Advanced Taser may also be used in a touch-stun capacity with a fired cartridge in the device or when the Taser is not loaded with a cartridge.
- ii. Compliance Technique: Techniques of devices that are designed to obtain compliance or control of uncooperative subjects, these techniques include but are not limited to officer presence, verbal directions, Oleoresin Capsicum, (OC), advanced Taser, defensive control tactics.
- iii. Deployment: The firing of the projectile cartridges from the Taser.
- iv. Discharge: The energizing of the Taser by depressing the trigger, with no cartridges.
- v. Drive Stun: The Taser functions as a stun mode after the probes have been fired or with no cartridges as a backup weapon.
- vi. Taser Usage: Any time the Taser is activated, including an accidental discharge or deployment.
- vii. Air Cartridge: The replaceable cartridge of the X26 Taser that contains and fires the electrical probes. The air cartridge has two probes on the front allowing it to be used as a contact device. When the air cartridge is removed the X26 Taser can also be used as a contact EMD device. The air cartridge has an expiration date and ejects 40 AFID identification tags when fired.
- viii. Data Port: A computer port located at the back of the M-26 Advanced Taser that allows data to be downloaded from the device. Each time the device is fired it stores the time and date it was fired.

- b. Training and Qualification:
 - i. Only Officers authorized by Chief of Police shall be permitted to carry the X26 Taser after successful completion of a course of instruction that is approved by the Iowa Law Enforcement Academy and provided by the agency in accordance with this policy and meets manufacture's guidelines.
 - ii. All personnel authorized to carry the X26 Taser must complete a required re-certification course annually by a certified Iowa Law Enforcement Academy X26 Taser instructor.
 - iii. No changes, alterations, modifications or substitutions shall be made to the Taser.
 - iv. An authority's vendor shall complete all repairs to the Taser.
 - v. It will be the responsibility of the Chief of Police to schedule proficiency training for all Officers in accordance with this procedure and to appropriately document such training.
 - vi. All Officers will be issued a copy of this procedure. Training in the content and intent of this procedure will be accomplished and acknowledged in writing prior to personnel being authorized to carry the X26 Taser
- c. Methods for Carrying:
 - i. Those officers carrying a firearm on their strong side will carry their X26 Taser in a cross-draw position.
- d. Inspection of the X26 Taser:
 - i. Supervisors will be responsible for ensuring that the X26 Taser is properly worn and maintained as required by this directive.
 - ii. A monthly inspection of all issued X26 Tasers will be conducted by the supervisor for cleanliness, signs of damage, abuse, etc. All damages to this device will be reported to the supervisor and the device will be temporarily taken out of service till repaired.
- e. Considerations for Deploying the X26 Taser:
 - i. The Officer should take into consideration the following factors when deploying the X26 Advanced Taser: (a) the age of the subject; (b) pregnancy (Officers will avoid use if possible on late term women as the X26 Taser could cause complications from a secondary injury or fall); (c) multiple subjects; and (d) the relative strength of the subject.
 - ii. The X26 Taser has the ability to ignite flammable liquids. The device is not to be deployed on subjects who have come into contact with flammable liquids or in environments where flammable liquids are obviously present.
 - iii. Officers should remember that some chemical agents (i.e., O.C. Spray) have alcohol-based carriers, which are flammable. **The TASER will not be used on a subject who the officer knows has been contaminated with a chemical agent containing an alcohol-based carrier.**
 - iv. Consideration should be given and care taken in situations where the targeted subject is likely to experience a fall from an elevated position when struck by the device.
 - v. Officers should not touch the wires of the device while the unit is discharging or they may receive electrical shocks from the device.
 - vi. If possible, Officers deploying the TASER should be supported by at least one back-up officer.

- f. Restrictions:
 - i. In less-than-lethal situations, Officers will not deploy the X26 Taser: (a) when apprehending persons who are not an imminent threat to the public or Officer(s); (b) on a subject who is in control of a vehicle, while that vehicle is moving or in gear; (c) on a subject who is complying with a officer's command without hesitation; (d) during any instance where the subject is only offering passive resistance; or (e) when it is reasonable to believe that incapacitation of the subject may result in serious injury or death (e.g. where the subject's fall may result in death or serious injury).
 - ii. Under no circumstances will the Taser be used: (a) to threaten or elicit information; or (b) to intentionally display or deploy as a practical joke or as a form of harassment.
- g. Deploying the X26 Taser
 - i. The X26 Taser is a defensive weapon and is recognized as a secondary, less-than-lethal weapon. The use of the X26 Taser is an intermediate use of force. The use of the X26 Taser will be consistent with our agency's Use of Force Procedures.
 - ii. The X26 Taser can be used at a distance up to 21 feet; however, the optimum distance is 7 to 10 feet. The device is equipped with both laser and fixed sights. The top probe will follow the sight of the device and the bottom probe will drop at an 8 degree angle, dropping approximately one foot for every seven feet of travel.
 - iii. The device should be aimed at the center body mass of the intended target. The device should not be deliberately aimed at the face, neck or groin area.
 - iv. Just prior to discharge, the Officer will state "Taser Taser Taser" to alert other officers the use of the Taser which should not be mistaken for gun fire.
 - v. The X26 Taser is programmed to give a five second burst. The duration of the burst may be shortened by depressing the safety lever at the Officer's discretion. Additional bursts may be administered by pulling the trigger if the targeted subject is not controlled by the initial burst.
 - vi. The X26 Taser can be used in a "drive stun" mode either with or without the air cartridge installed, by driving the X26 aggressively into the subjects muscle mass areas for maximum effectiveness.
- h. Actions Following Deployment of the X26 Taser:
 - i. The targeted subject should be restrained as soon as possible following deployment of the X26 Taser, but prior to the removal of the probes.
 - ii. If the subject attempts to run after being struck, the deploying Officer should run with the subject if possible in order to avoid breaking the wires. Officer safety considerations should be constantly evaluated under these circumstances.
 - iii. The supervisor shall respond to the scene following deployment of the X26 Taser.
 - iv. The subject and any marks left by the X26 Taser probes will be photographed. This should be done by the supervisor in charge of the scene. The photographic document will be placed into evidence.

- v. Following the deployment of the X26 Taser, the data will be downloaded from the device for documentation purposes by the Training Officer. Once the data has been downloaded successfully, the Training Officer will install a new air cartridge and reissue the Taser.
- i. Removal of Probes:
 - i. The cartridge will be removed from the X26 prior to removal of the probes.
 - ii. The Officer will wear the issued medical gloves.
 - iii. The probes should be considered sharps and handled accordingly.
 - iv. The Officer will place one finger on either side of the probe and stretch the skin taut.
 - v. Using a brisk pull, the Officer will then pull the probe out of the subject.
 - vi. The puncture site will be wiped with a sterile alcohol swab and an adhesive bandage applied to the site.
 - vii. Officers will use all due regard to privacy issues with members of the opposite sex when removing the probe. When practical, the probes should be removed by members of the same sex as the subject.
 - viii. If the probes penetrated sensitive areas of the body such as the face, neck or groin area, probes will be removed by medical personnel.
- j. Administrative Review of Critical Incidents:
 - i. All uses of the X26 Taser will be reviewed by the Chief of Police and the Taser instructor to determine agency's Policy to determine whether: (1) Agency rules, policy, or procedures were violated, (2) the relevant policy was clearly understandable and effective to cover the situation; and (3) agency training is currently adequate.
 - ii. All findings of policy violations or training inadequacies will be reported to the appropriate department for resolution and/or disciplinary action.
 - iii. All uses of the X26 Taser will be reported to the Chief of Police immediately.
- 5. Use of ASP
 - a. An ASP baton may be used when considerable force is necessary. The baton will permit an officer to defend himself or others in situations where the use of firearms may not be necessary or justified. Officers must use discretion in determining whether or not to use this equipment. Generally, if verbal persuasion and other means of force have failed to effectively control an individual and backup is not readily available, the use of the baton is justified to gain control.
- 6. Use of Flashlights
 - a. In the event it becomes necessary to use a flashlight as a defensive weapon, officers will use it in the same manner as the baton. The flashlight is the considered the equipment of choice, but may be used in dire situations.
 - b. Note: In use of the above non-lethal weapons, suspects should not be struck in the head, neck, groin area, joints or kidneys.
- 7. Use of Pepper Spray
 - a. OC Pepper Spray - Generally OC Pepper Spray will only be used when a danger of physical injury to the officer or other person(s) is reasonably apparent and the officer is unable to verbally control an offender.
 - b. Note: In use of OC Pepper Spray, officers must successfully complete a training course approved by the department on the use of OC Pepper Spray prior to carrying or deploying the agent. This course must include the officer being

- exposed to the effects of the OC agents, and guidelines for proper cleanup/treatment of persons exposed, including bystanders, officers and suspects.
- c. The OC device is designed to be worn externally and in a holster. An OC device shall not be pocketed or otherwise concealed by a certified user since one of the purposes of OC is to create a visible deterrent to potential offenders.
 - d. The OC will not be drawn and used against an individual holding a deadly weapon unless extenuating circumstances arise. OC is not intended to be an alternative to the use of deadly force when such is clearly authorized and is necessary.
 - e. When all reasonable efforts have failed to calm a person who is acting violently and presenting a definite danger to himself or others, a minimum stream may be fired at the person in accordance with manufacturer's recommendations and departmental training received.
 - f. The OC weapon will be used only to terminate violent behavior, or the threat of violent behavior, which could result in injury to the officer, other persons, or the violent individual.
 - g. The OC weapon will not be discharged in the immediate vicinity of an area where an infant is known by the officer to be, unless the infant's life is endangered, since their respiratory system is small and especially sensitive to irritating vapors.
 - h. The aiming point is the eyes.
 - i. Firing will be limited to one successful hit, not exceeding one (1) full second on target and/or the termination of the violent or threatening behavior.
 - j. Following use, the disabled victim will:
 - i. Be hand-cuffed:
When an arrested person resists voluntary detention, is acting in a belligerent or combative manner, or is considered to be threatening resistance or violent behavior
 - ii. Transported to a medical facility for decontamination.
 - iii. Only under conditions which represent an extreme hazard (immediate threat of serious injury or death to the officer or others) will the OC be used in the following manner: prolonged discharge at any effective distance into the face of a person already incapacitated or not responding to normal application of the chemical agent formulation who is continuing an assault which will result in serious injury; discharge of large quantities of the chemical irritant in a confined space such as a small room or closed automobile; discharge in the close proximity of an infant.
 - iv. No officer shall apply, nor permit another person to apply oil or grease medications such as butter, cold cream, lanolin, Vaseline, lotion, or salves which could trap the irritant to the skin and thereby cause blistering unless authorized by a physician.
 - v. Exposed areas should not be bandaged; the areas should be exposed to fresh air for evaporation.
 - vi. Officers utilizing the OC device shall prepare a use of force incident report and the "USE OF CHEMICAL IRRITANT REPORT" citing specifically: (a) the clear justification for use; (b) date and time of exposure; (c) time lapse before wash-up; (d) any injuries observed during wash-up procedure.
 - vii. Failure to provide appropriate care after exposing a person to chemical agents is considered excessive force by this agency.
 - viii. Violation of this section may result in individual loss of authority to use OC and may result in disciplinary action.
 - ix. Chemical agents may be utilized to gain control of vicious animals, as long as it is utilized in a manner consistent with the training received.

6. Weaponless Defense/Arrest Tactics
 - a. Weaponless Defense/Arrest Tactics - Officers may use defense tactics in which departmental training has been given to control or arrest uncooperative suspects.
7. Canine
 - a. The use of a police canine to search for or apprehend suspects will be considered a use of force under this policy when the canine inflicts injury.
- C. **Rendering Aid after Use of Force:**
 1. In the event the subject suffered a secondary injury (i.e. due to a fall, or is displaying any need for immediate medical attention) personnel will render, or arrange for, the immediate, appropriate, and necessary medical aid. The Officer utilizing force will notify his/her immediate supervisor of any medical attention requested/required.
 2. The Officer will, within individual capabilities, render first aid as appropriate until the arrival of Medical Personnel.
- D. **Reporting Use of Force:**
 1. A written "INCIDENT" report prepared according to departmental procedures will be required in the following situations:
 - a. When a firearm is discharged outside the firing range.
 - b. When a use of force results in death or injury.
 - c. When a non-lethal weapon is used against a person.
 - d. Any time physical force is used against a person to affect an arrest.
 - e. The use of handcuffs, although considered to be a use of force, will be excluded from the report requirement.
 2. A use of force report will outline the circumstances surrounding the use of force, the specific degree, amount and type of force employed and the results of the use of force. (who, what, when, where, why and how).
 3. A supervisor will be immediately summoned to the scene and will comply with investigative procedures as required by the department in the following situations:
 - a. When a firearm is discharged outside of the firing range.
 - b. When a use of force results in death or serious injury.
 - c. When a subject complains that an injury has been inflicted.
- E. **Escalating levels of force:** For the purposes of this policy use of force, if possible, will begin and escalate to different levels in the following sequence:
 1. (Level 1): Verbal Persuasion
 2. (Level 2): "Hands on" Minor physical force (taking a suspect/prisoner by the arm as a physical type of persuasion)
 3. (Level 3): OC Pepper Spray (use **ONLY** if resistance is encountered in step 2 above)
 4. (Level 4): Defensive tactics (use of defensive tactics at this point will often result in the suspect/prisoner being subdued, and will include placing hands behind the back for handcuffing)
 5. (Level 5): Use of baton - striking instruments.
 6. (Level 6): Deadly force; Deadly force as used in this policy shall mean the discharging of a firearm toward a person. Justification for the use of deadly physical force by an officer is restricted to the following:
 - a. When necessary to defend the officer or another person from death or serious bodily injury, and all other means of defense have failed or would be inadequate under the circumstances.
 - b. To effect the arrest of a person attempting to escape from a violent felony, and then **ONLY** if the officer reasonably believes the fleeing felon poses a significant threat to human life should escape occur.
 7. It is impossible to control at which level of force any particular use of force incident will begin or how quickly and in what steps it might escalate. An incident might

begin at “level # 4” for instance instead of level #1. As another example, a use of force incident might begin at level # 1, verbal persuasion, and escalate immediately to level # 6, deadly force.

8. The most important thing to remember concerning the use of force is that an officer must use judgment each time a use of force incident occurs, and an officer must base this judgment on training along with the circumstances associated with the incident to make a decision on what type of force to use. An officer must always remember that whatever the circumstances are, only the minimum amount of force necessary will be used to preserve the peace, prevent the commission of offenses, effect lawful arrests’ or defend persons or property.

F. Agency Response:

1. Deadly force incident
 - a. Where a law enforcement officer’s use of force causes death, the officer shall be placed on administrative leave and arrangements made with a mental health agency for counseling purposes.
 - b. The purpose of the counseling is to help the officer cope with the stress and reactions to the use of deadly force.
 - c. An officer will be allowed to return to duty only after all investigative requirements are complete and it is determined by a mental health professional that the officer is ready to return to duty. West Branch Police Department Policies & Procedures
 - d. This agency will conduct both administrative and criminal investigations as a result of any incident involving the use of deadly force.
2. Administrative review of critical incidents:
 - a. All reported uses of force will be reviewed by the appropriate departmental authority to determine whether:
 - i. Departmental rules, policy or procedure were violated;
 - ii. The relevant policy was clearly understandable and effective to cover the situation; and
 - iii. Department training is currently adequate.
 - iv. All findings of policy violations or training inadequacies shall be reported to the Chief of Police for resolution and/or discipline.
 - v. All use of force incident reports shall be retained indefinitely.

SECTION 03

FINGERPRINT AND PHOTOGRAPHING

PURPOSE: To establish guidelines for meeting state and federal regulations on fingerprinting and photographing individuals following arrest.

POLICY: Members of the Department will follow state and federal regulations on fingerprinting and photographing arrested persons before their release.

PROCEDURE:

- A. Individuals arrested and charged with an indictable offense (felonies, aggravated or serious misdemeanors) shall be photographed and fingerprinted.
 - 1. The officer taking photographs shall place an identification sign in front of the arrested individual. The identification sign shall contain the name of the Department and the identification number.
 - 2. The officer shall take two photographs of the arrested individual.
 - 3. Individuals charged with a felony shall complete three fingerprint cards. The completed cards will then be submitted to their respective agencies within 72 hours of completion.
 - 4. Individuals charged with an indictable misdemeanor, including O.W.I., furnishing alcoholic beverages to under aged persons, shall have three cards completed as stated above.
 - 5. Individuals charged and incarcerated on a simple misdemeanor offense may have two fingerprint cards taken.
 - 6. Individuals charged with an enhanced offense, which is a misdemeanor on first offense, shall be fingerprinted and those fingerprint cards shall be submitted to the D.C.I. No other simple misdemeanors shall be submitted to the D.C.I.
 - 7. The Iowa D.C.I. Final Disposition Report shall be completed on all indictable offenses and submitted to the Cedar County Attorney with the Department's report.
- B. The Department shall fingerprint and photograph all unidentified dead bodies and submit fingerprint cards to the Iowa D.C.I. and the F.B.I.
- C. The Department shall fingerprint and photograph individuals that have been detained or arrested that refuse to identify themselves. Adults and juveniles are treated the same in the event of this type of incident. Juveniles under age 14 shall not be fingerprinted or photographed even if they have been detained for a criminal violation.

SECTION 04

DOMESTIC ABUSE RESPONSE

POLICY: It is the policy of the West Branch Police Department to work to reduce the incidence and severity of domestic abuse; protect victims of domestic abuse, and provide them with support through a combination of law enforcement and community services. It is further the policy of the Department to promote officer safety by ensuring that officers are fully prepared to respond to and effectively deal with domestic abuse calls for service.

DEFINITIONS:

- A. Domestic abuse is as defined in the Iowa Code.**

DISPATCHER'S PROCEDURES:

- A. The dispatcher who receives a domestic abuse call can provide the responding officers with vital information that could save the victim's and the officer's life. The dispatcher will give a domestic abuse call the same priority as any other life-threatening call and will, whenever possible, dispatch at least two officers to every incident.
- B. In addition to information normally gathered, an effort should be made to determine and relay the following to responding officers.
 - 1. Whether the suspect is present and, if not, the suspect's description and possible whereabouts;
 - 2. The name of the complainant;
 - 3. If the incident/crime is in progress;
 - 4. Whether weapons are involved;
 - 5. If there were any injuries, and, if there were if an ambulance is necessary;
 - 6. Whether the offender is under the influence of drugs or alcohol;
 - 7. Whether there are children present;
 - 8. Whether a current protective or restraining order is in effect; or
 - 9. Complaint history at that location
- C. Dispatchers shall **not** cancel law enforcement response to a domestic abuse complaint based solely on a follow-up call from the residence requesting such cancellation. However, the dispatcher shall advise the officers of the complainant's request
- D. Dispatch officers should listen for background noises (such as yelling, shouts, screams, threats, items breaking) that may assist in evaluating the threat level at the location. These sounds will provide information to the officers, raise the potential threat level if they are occurring, and may provide probable cause that the officers need to believe an act of domestic violence has or is taking place.
- E. The dispatcher shall remain on the telephone with the victim if the situation permits. This will allow the dispatcher to continue monitoring the situation and provide the victim with support.

ON-SCENE INVESTIGATION:

- A. When responding to a domestic abuse call, the officers shall:
 - 1. Attempt to obtain all information possible from dispatch prior to arriving at the scene.

2. Officer shall avoid using sirens or emergency lights in the area of the scene as use of those devices may increase tension.
3. Restore order by gaining control of the situation.
4. This department shall dispatch more than one officer to the scene of a domestic abuse call when possible. On duty officer and or other law enforcement officers shall be dispatched to the location to assist officers of this department if possible. It shall be the responsibility of the on duty officer to ensure other law enforcement officers are en route to assist with the incident.
5. Take control of all weapons used or threatened to be used in the crime.
6. Assess the need for medical attention and call for medical assistance if indicated.
7. Separate the parties and then interview all parties and allow them time to individually describe the incident without being interrupted.
8. Children present should be interviewed in a confidential manner and signs of distress should be noted in the officer's incident report.
9. Remain alert for assailants who may be leaving the scene.
10. After each party has been interviewed, responding officers should confer to determine if an arrest should be made or whether other actions should be taken. When a law enforcement officer has probable cause to believe a person has committed acts which constitute a crime under the laws of this state and which constitute domestic abuse, the officer may arrest the person without a warrant if the law enforcement officer has probable cause to believe the person, within a reasonable time period, has committed such acts even if the incident did not take place in the presence of the law enforcement officer.
11. The arrest of the person shall be considered the preferred action by a law enforcement officer of the West Branch Police Department when evidence indicates that domestic abuse has occurred in addition to a violation of the Iowa Criminal Code.
12. Collect and record evidence and, where appropriate, take color photographs of injuries and property damage.
13. Complete appropriate offense or incident reports necessary to fully document the officer's response, whether or not a crime was committed or an arrest made.
14. Provide the victim with a Domestic Abuse Packet.
15. Remain on the scene until satisfied that there is no threat to the victim.
16. If the offender has left the scene and a crime has been committed, the officers will:
 - (a) Conduct a search of the immediate area;
 - (b) Obtain information from victims and witnesses as to where the offender might be; and
 - (c) Refer the matter to the Prosecuting Attorney unless the offender is located within a reasonable period of time (24-48 hours).

SECTION 05

BOMB THREATS/DISASTER PLANNING

POLICY: When planning a response to a bomb threat or disaster, there are a number of factors which must be considered. The preservation of life and property is certainly the most important consideration. There is no single course of action that will always be suitable. Each situation must be evaluated individually. Immediate and total evacuation of an area may appear to be the obvious solution; however, if handled incorrectly this can be both ineffective and dangerous. Some planning is necessary so that the response will be orderly and efficient. It is the policy of the West Branch Police Department to treat all reported bomb threats seriously until established as being false. The Department response will be under emergency conditions, using the following procedures. All personnel shall first consider the safety of structure occupants, bystanders and the personnel themselves.

A. Receiving a bomb threat:

1. Telephone: The majority of bomb threats are made by telephone, however, they may be made in any format including electronically. All personnel who handle incoming telephone calls should be supplied with a bomb threat checklist. The checklist will include the following questions:
 - a. When is bomb going to explode?
 - b. Where is the bomb now?
 - c. What does the bomb look like?
 - d. What kind of bomb is it?
 - e. What will cause the bomb to explode?
 - f. Did you place the bomb? Why?
 - g. What is your address?
 - h. What is your name?
 - i. Exact wording of the threat
 - j. Sex of caller
 - k. Age, approximate (sound of voice)
 - l. Length of call
 - m. Name of person receiving the call
 - n. Number at which call is received
 - o. Time the call was received
 - p. Date the call was received
2. If a threat is received by telephone, the recipient shall note the caller's voice, temperament, and any background sounds as well as the caller's language.
3. All bomb threats shall be immediately reported to the Chief of Police or his or her designee.
4. When a bomb threat is received by the Chief of Police or his or her designee, the shift supervisor shall immediately dispatch officers to the location.
5. Those dispatched to the location shall not use sirens or radio transmissions within 150 feet of the facility.

B. Evaluation:

1. Having evaluated the credibility of the threat, it is necessary to decide whether to:
 - a. Take no action; or

- b. Search without evacuation; or
 - c. Initiate a partial evacuation; or
 - d. Conduct a complete evacuation and search.
 - e. The final decision to evacuate is made by the person in charge of the premises after receiving a recommendation from the incident commander.
1. If the decision to evacuate is made, all persons should be evacuated to a location a safe distance from the area.

C. Search:

1. Regardless of the extent of evacuation, a search is almost always advisable. Questions to be answered before conducting a search include:
- a. Will it be an OVERT search? Or
 - i. An Overt search increases the efficiency of the operation, when a specially-selected and trained team is used.
 - b. Will it be a COVERT search?
 - i. A Covert search is conducted to avoid both panic and the interruption of business operations, and is normally executed by a few supervisory or management personnel, without arousing employee suspicions.
 - c. Will it be conducted without evacuation? Or
 - d. Will it be conducted after evacuation?
 - e. Will it be safe for officers to conduct a search?
 - f. Circumstances of a partial or no evacuation will often necessitate a COVERT search.
2. If, during the process of a search a suspect device, box, sack, or other container is located, DO NOT TOUCH OR MOVE IT, and do not assume it to be the ONLY device.
- a. Clear and secure the immediate area and notify the control center.
 - b. The finding of one suspected device does not end the search. More devices may be present and search efforts must continue until the entire facility has been checked.
 - c. If a prolonged search is unavoidable, the search team should be given a break period every three (3) hours. Six (6) hours is about the maximum time a search team can function effectively.
 - d. In the event no explosive device is found, the decision to reenter will be influenced mostly by the confidence in the search procedure.
 - e. If a bomb is found, summon additional personnel to the scene as necessary and call the State Fire Marshall.

SECTION 06 HOSTAGE/BARRICADED SUBJECTS

POLICY: In hostage/barricaded subject situations it shall be the policy of this law enforcement agency to consider the lives of the hostages, civilians and officers involved to be of the utmost importance; whenever possible, to enhance the prospects of peacefully resolving the incident through communication with the suspect; whenever possible, to develop and maintain the ability to use alternative approaches to resolve the incident should communications fail; and in hostage situations, to make every reasonable effort to effect the safe release of the hostages.

DEFINITIONS:

- A. **Barricaded Subject:** Any individual who is reasonably believed to be a threat to commit serious bodily injury or death to hostages, officers or others in the community and who is in a stronghold position.
- B. **Hostage:** Any person held by another against his or her will by force or threat of force, expressed or implied.

PROCEDURES:

- A. **Patrol Officers:** Patrol officers confronting hostage/barricaded subject incidents shall not initiate tactical actions other than those necessary to protect the lives and safety of themselves or others consistent with this department's use of force policy. Officers shall then:
 - 1. Notify dispatch of the situation and request other on-duty patrol units assistance at the scene, including any state police and County Sheriff's units on patrol in the jurisdiction.
 - 2. Direct dispatch to notify the Chief of Police immediately of the situation. The Chief of Police will make the decision to call out additional support.
 - 3. Contain and isolate the incident scene, establishing an inner containment perimeter to provide a reasonable degree of safety while maintaining contact with the incident scene and as time and resources permit establish an outer containment perimeter to control pedestrian and vehicular traffic into the area;
 - 4. Whenever possible, evacuate occupants of affected residences and businesses to a point beyond the perimeter; and
 - 5. Attempt to make contact with the subject to calm, distract and to gain information, while you avoid soliciting demands; listen carefully for clues regarding the subject's emotional state; avoid bargaining or making concessions; reassure subject that police will not storm the building; do not offer subject's anything; minimize seriousness of subject's crimes; do not refer to people being held as "hostages"; avoid tricks and try to be honest; never say "No" to a demand (you do not have to say "Yes", either); do not make suggestions; and do not use "outsiders" to talk to subjects.
- B. **Officer in Command (OIC):** The ranking officer at the scene shall be in command until specifically relieved by a superior. The OIC shall:
 - 1. Inform the Chief of Police about the nature and circumstances surrounding the incident;
 - 2. Delegate the tactical mission to the OIC of the tactical response team;

3. Ensure development of a communications/negotiations process and an emergency response team reaction;
4. Ensure establishment of an inner and outer perimeter, command post, tactical operations center, negotiations center and a staging area for officers and others arriving for assignment;
5. Assign a press center and an officer for press liaison;
6. Ensure that responsibility for traffic and crowd control is established, and that routes for emergency vehicles have been designated;
7. Make provisions for recording personnel assignments and developing a chronological record of events at the command center and tactical operations center;
8. Ensure that necessary equipment from the fire department is made available at the staging area together with any other units or equipment such as canine teams;
9. Ensure that emergency medical services are available at the site; and
10. Manage any other issues that arise that are not the responsibility of the Tactical Response Team Commander. If the officer requires medical attention, an officer shall accompany the officer to the hospital or doctor's office and remain with the officer at all times.

C. Tactical Response Team Commander: The commander of the tactical response team shall:

1. Assist the OIC in assessing the situation and formulate and provide the OIC with recommended tactical alternatives should communications with the subject fail to resolve the incident;
2. Determine equipment needs and assign personnel to control and contain the inner perimeter;
3. Ensure that personnel manning the inner perimeter maintain firearms discipline and are provided with periodic relief by appropriate tactical response team members;
4. Prepare appropriate logistical plans to include diagrams of the location in question;
5. Ensure the establishment of a tactical operations center if necessary; and
6. Maintain contact with and keep the command post informed of all developments and operations.

D. Hostage Communications Team: The individual in charge of communicating with the subject shall:

1. Provide any requested assistance to the OIC;
2. Provide trained primary and secondary negotiators and, as available and necessary, a negotiations investigator
3. Obtain all pertinent information about the hostage taker, the hostages, hostage site and other barricaded subjects;
4. Designate a location to interview witnesses, released hostages and others; and
5. Debrief hostages following the incident.

SECTION 07 FRESH PURSUIT

PURPOSE: The purpose of this order is to establish reasonable guidelines and procedures when engaging in Fresh Pursuit Driving.

POLICY: If no other means of apprehension is likely to be successful, the Department expects its Officers to attempt to overtake and stop law violators. However, once pursuit is initiated, seriousness of the offense must continually be balanced against public safety in determining whether or not to continue the pursuit. The Department expects its officers to terminate their involvement in Fresh Pursuit whenever the risks to their own safety or the safety of others outweighs the danger to the community if the offenders are not apprehended. Fresh Pursuit must be considered a very serious matter. The seriousness of the possible outcome of a Fresh Pursuit commands a police officer to weigh many factors when deciding whether or not to pursue in the name of the citizens he or she is serving.

DEFINITION:

- A. **Fresh Pursuit:** is defined as an active attempt by a law enforcement officer, on duty, in a patrol vehicle, using audio and visual emergency equipment, to apprehend one or more occupants of a moving vehicle providing the driver of such vehicle, or should be, aware of the attempt and is resisting apprehension by maintaining or increasing speed or by ignoring the officer's attempt to stop him or them. Fresh Pursuit does not necessarily imply instant pursuit, but pursuit without reasonable delay.

PROCEDURE:

- A. Before engaging in fresh pursuit the officer should consider the following:
1. Does the seriousness of the crime warrant a chase at unsafe speeds?
 2. What is the possibility of apprehension?
 3. Will the pursuit take place on residential streets, business district or a highway?
 4. What are the traffic conditions?
 5. What are the weather and road surface conditions?
 6. What condition is the patrol vehicle in?
 7. Is the pursuing officer alone or does he or she have assistance of another officer?

IT IS NOT POSSIBLE TO SATISFACTORILY EXERCISE DISCRETION WITHOUT FIRST CONSIDERING THE ABOVE QUESTIONS.

- B. Upon initiation of a Fresh Pursuit, the officer involved is to immediately notify the dispatcher of the fact that he or she is in pursuit with emergency equipment (red lights and siren) operating, the reason for pursuing (offense committed), the location and direction of the chase, the vehicle description if possible and all other relevant information.
- C. The pursuing officer has the prerogative to terminate a Fresh Pursuit at any time, if in his or her judgment, the risks outweigh the seriousness of the offense or if lives are being unduly threatened by the Fresh Pursuit.
- D. If the pursuing police officer is part of a two man vehicle, it will be the responsibility of the passenger officer to operate the radio during fresh pursuit.

- E. When speaking with the dispatcher, speak slowly and clearly. The dispatcher must be able to properly understand the information to coordinate activities.
- F. At no time are all on duty officers to leave the city. The secondary officer may patrol perimeter of the chase but must remain in close proximity of the city. At least one must remain to take calls, unless the pursuit involves a serious crime, at which time, additional officers will be called out to cover the city.
- G. Roadblocks are not to be set up by assisting officers without clearance and authorization from the supervisor on duty. Whenever roadblocks are to be set up in an attempt to stop a fleeing vehicle, the following procedure shall be used.
- H. No roadblock will be established in a dark or blind area. (i.e., over the crest of a hill or on a blind curve).
- I. Well lighted areas will be used whenever possible. All emergency visual aid equipment will be activated, to include red lights, flashing headlights and other warning lights available.
- J. The communications center must be notified immediately of the location and type of the roadblock being utilized.
- K. As soon as the dispatcher is notified of a roadblock he or she shall immediately notify all units involved in the pursuit of the location and type of roadblock.
- L. When the roadblock is complete all officers must remain far enough back from the block so as to prevent any injury should the fleeing vehicle attempt to run through or otherwise circumvent the roadblock. The officers will also turn on the outside speakers of the radio or will use the portable radio so as to remain in communication with the pursuit.
- M. An automobile used to force another vehicle off the road is considered to be "DEADLY FORCE". This method of stopping a vehicle should never be used in misdemeanor cases and ONLY as a last resort in the most serious types of felonies.
- N. Use of "Stop Sticks" in pursuit situations.
 - 1. Place patrol unit at a location conducive to the proper operation of the roadblock where you can use it as protection from the fleeing vehicle.
 - 2. Notify communications and pursuing police vehicles that "Stop Sticks" are going to be deployed in the path of the eluding vehicle.
 - 3. Assemble and position the "Stop Sticks" with the nylon cord attached.
 - 4. Connected or disconnected "Stop Sticks" may be tossed into the path of a pursued vehicle, when inappropriate to use the guidelines described above.
 - 5. Use of "Stop Sticks" in stationary vehicle situations.
 - 6. When "Stop Sticks" are deployed in this situation advise communications of the deployment of the device.
 - 7. "Stop Sticks" can be used to prevent a vehicle(s) from being moved by a suspect attempting to flee a scene.
 - 8. "Stop Sticks" may be used to prevent movement of a vehicle(s) which is, or possibly will be, evidence.
 - 9. "Stop Sticks" **shall not** be deployed to attempt to stop motorcycle types of vehicles.
 - 10. A written report shall be completed every time "Stop Sticks" are deployed with a copy of the report sent to the Chief of Police.
 - 11. The procedure for "Stop Sticks" use is to be used in conjunction with all relevant department regulations, rules, policies, and procedures.

- O. No officer is to enter into Fresh Pursuit with non-police personnel in the squad car. Non-police passengers will be let out of the vehicle as soon as feasible and pursuit procedure re-initiated.
- P. In the instant that the pursuit decision is made, the safety of all concerned shall be considered. It is important that an officer weigh the seriousness of the offense which has been committed against the hazards to the health and welfare of citizens who might be affected by the chase. If pursuit is initiated, a continuous balancing of seriousness versus public safety is mandatory.

SECTION 08 MISSING PERSONS

PURPOSE: The purpose of this chapter is to establish procedures to be followed when a complaint of a missing person is received by the Department in compliance with State law.

POLICY: It is the policy of the Department to ensure that complaints on missing persons received are processed efficiently, effectively and in accordance with State law.

DEFINITIONS:

- A. **Missing Person:** is defined as a person who is missing and meets one of the following characteristics:
 - 1. Is physically or mentally disabled;
 - 2. Was, or is, in the company of another person under circumstances indicating that the missing person's safety may be in danger;
 - 3. Is missing under circumstances indicating that the disappearance was not voluntary; or
 - 4. Is missing after a catastrophe;
 - 5. Is a minor abducted by a non-custodial parent;
 - 6. A minor who is lost or has wandered away;
 - 7. Is an un-emancipated minor who does not fit into any of the above categories.
- B. **Un-Emancipated Minor:** means a minor who has not married and who resides with a parent or other legal guardian.

PROCEDURES:

- A. Any member of the Department who receives a complaint or notification of a missing person shall forthwith notify the Communications Center which shall:
 - 1. Obtain the missing person's name, age, physical description, last known location, last time seen, and possible destination as soon as possible. The officer will also try to obtain a recent photograph of the missing person. This information will be shared with dispatch immediately.
 - 2. The officer shall ensure that the report is completed and signed by the individual making the report. If the individual refuses to sign, the officer shall note that in the report. The individual shall state his or her relationship to the missing person in the report.
 - 3. Dispatch will immediately broadcast the report to all Department personnel on active duty and surrounding agencies.
 - 4. Dispatch will immediately enter the information into the IOWA and NCIC Systems, if the report involves an un-emancipated minor or emancipated minor or adult for whom proper documentation has been obtained.
- B. Upon completion of the report, the Department shall forward a copy of the report to:
 - 1. Cedar County Sheriff's dispatch at 563-886-2095.
 - 2. All law enforcement agencies which the complainant requests the report to be sent to, if the request is reasonable in light of the information contained in the report. All law enforcement agencies considered to be potentially involved.
 - 3. Any law enforcement agency requesting a copy of the missing person report.
- C. **A Child Is Missing Alert Program:**
 - 1. The first several hours after a child, elderly, or disabled person is reported missing can be critical to the successful outcome of the case. A Child Is Missing Alert program (ACIMA) is a valuable tool for law enforcement if used properly. ACIMA will generate telephone calls to local residents within fifteen (15) minutes after

- initiation by law enforcement. It is the policy of the West Branch Police Department to utilize ACIMA only for missing children, elderly and disabled persons whenever the criteria of the following procedures are met. ACIMA is an additional tool for law enforcement. It does not replace or preclude a thorough investigation and/or search by law enforcement officers in the field.
2. Factors For Determining The Use Of A Child Is Missing
 - a. Juveniles:
 - i. The juvenile should be 18 years or younger.
 - ii. The reporting person must be an adult family member, teacher, or another adult who is responsible for the child/individual.
 - iii. The juvenile is a first-time or rare runaway. If the juvenile is a habitual runaway, A Child Is Missing Alert would be used if foul play is suspected.
 - iv. Stranger abduction prior to calling the Amber Alert.
 - v. College students (Living on Campus)
 - b. Senior Citizens:
 - i. The person must be sixty-five (65) years of age or older.
 - ii. Being missing must be out-of-character for the elderly person.
 - iii. A Child Is Missing Alert will be used even if an elderly person is a frequent walk away from a nursing facility.
 - iv. Known Alzheimer's patient.
 - c. Disabled Person:
 - i. There is no age stipulation for a disabled person.
 - ii. Caution must be used when determining whether a person is truly disabled because there are many definitions of a disabled person. For purposes of the guideline, a disabled person will fall into one of the following categories:
 3. The person has a physical or mental impairment that severely limits self-care.
 4. The person is disoriented or unable to respond to simple questions.
 5. The person is dependent upon life sustaining medication or unconscious.
 - i. The approving supervisor may take into account exigent circumstances that may influence using A Child Is Missing Alert even if the person is a habitual runaway or walk-away. Examples of these circumstances are: suspected foul play, imminent severe weather, etc.
 3. Using A Child Is Missing
 - a. When the decision to use A Child Is Missing has been made, the investigating Officer will immediately call A Child Is Missing 24/7, 365 days a year.
 - b. Suggested calling times are from 7:00AM to 10:30PM. Calls can be placed after 10:30 PM (in all time zones) if extenuating circumstances exist and only with agency supervisor's approval.
 - c. While the officer is completing the search, the approving supervisor will determine what phone number will be supplied to A Child Is Missing Alert for the public to contact the department with information about the missing person. The Communications Center phone number is generally given out. Contact the Communications Center to make them aware that A Child Is Missing Alert will be working on the case with the deputy/officer.
 - d. The investigating officer will call A Child Is Missing Alert at 1-888-875-2246 (ACIM) or page the operator at 1-954-492-4778. (Any forms that your department needs for reporting purposes should be inserted here.)
 4. Investigating Information Received From A Child Is Missing
 - a. Information received from a citizen concerning the missing person or a possible sighting of the missing person will be relayed to the supervisor in charge of the case. After evaluation, the supervisor, detective or officer will take the appropriate action.
 - b. If a sighting of the missing person is confirmed, the supervisor may want to consider using A Child Is Missing Alert again using the most recent known location in the notification of residents. This is particularly important if the sighting location is in a different Zip Code than the original report.
 5. If A Child Is Missing Alert is used more than once in the same case, there is no need to make out additional paper work. A notation of each instance will be written on the

existing report. The notation will include each subsequent use by date, time, and location the missing person was last seen.

D. Using Amber Alert:

6. To activate the Amber Alert system, the following criteria must be met:
 - a. Law enforcement officials have a reasonable belief that an abduction has occurred.
 - b. Law enforcement officials believe that the child is in imminent danger of serious bodily injury or death.
 - c. Enough descriptive information exists about the victim and the abductor for law enforcement to issue an Amber Alert.
 - d. The victim of the abduction is a child age 17 years or younger.
 - e. The child's name and other critical data elements—including the child abduction (CA) and Amber Alert (AA) flags—have been entered into the National Crime Information Center (NCIC) system.
7. If the proper criteria are met, ask the family of the juvenile if they wish to participate in the Amber Alert program. If they do, complete all necessary paperwork, including having the family sign all necessary releases and documents.
8. Once the above criteria are met, the paperwork is completed, and the release has been signed by the family, contact Iowa State Patrol Communications at (515) 323-4360 to activate the Amber Alert network. This triggers quick saturation of area media with abduction details and solicits timely help from the public with critical observations.
9. The on-duty officer handling the missing persons investigation shall fax the area media a press release containing the following information:
 - a. Give name and description (including clothing) of the victim;
 - b. Area where the victim was last seen;
 - c. Give name and description of suspect;
 - d. Any vehicle description;
 - e. Any other pertinent information.
10. The original release form will be placed with the original missing person report in the Records Division.

E. Follow-Up Investigation:

1. For A Child Is Missing, when the missing person is found, the supervisor/officer on the scene will call A Child Is Missing to report the recovery. A "Case Follow-Up Report" will be faxed to the office/department. The officer/supervisor in charge of the case will fill out the report and fax it back to A Child Is Missing (954-763-4569). This report will be sent through channels to be included with the original NIBRS report (whatever you require).
2. For A Child Is Missing, if the missing person is not found in twenty-four (24) hours, the supervisor may pass the case on to the next shift and make them aware that A Child Is Missing Alert is working with them on the case and, if additional calls are necessary, A Child Is Missing Alert will know what areas have been called and can assist the officer in further searches.
3. For Amber Alert, when the juvenile is located, contact Iowa State Patrol Communications at (515) 323-4360 to have them cancel the alert. Complete the cancellation form and return in to Iowa State Patrol Communications and send a fax to area media notifying them that the abducted juvenile has been located.

SECTION 09

MUTUAL AID ASSISTANCE

PURPOSE: To establish guidelines for meeting Federal, State and City statutes, regulations, ordinances and policies contained in this manual; concerning the perimeters and boundaries of the West Branch Police Department's jurisdiction.

POLICY: Members of the West Branch Police Department will adhere at all times to the statutes and laws of the United States of America, the State of Iowa, and the City of West Branch, Iowa, concerning the boundaries of their jurisdiction in carrying out their duties. These aforementioned statutes and laws will be in addition to policies found in this manual.

PROCEDURES:

- A. The boundaries of the City of West Branch as referred to in the policy section of this chapter; will consist of the corporate city limits. The City of West Branch is defined as being in West Branch, Springdale Township, Cedar County, Iowa.
- B. The sworn officers of the West Branch Police Department will not go beyond the jurisdictional lines of the City of West Branch except to carry out duties on City owned property that lies outside the City limits, unless for a mutual aid call for service or for an investigation of a crime that pertains to West Branch; unless said departure is allowed by:
 1. Federal, State or City statute
 2. City policy as set forth in this manual
 3. 28 D and 28 E mutual aid agreements in place
 4. Instant approval by the Chief of Police
- C. The members of the West Branch Police Department will recognize the legal right of other Federal, State and County law enforcement officers to conduct investigations and make arrests within the legal confines of the City of West Branch.
- D. Any and all Mutual Aid (28 E and 28 D) agreements that are entered into by the City of West Branch will be strictly adhered to by all members of the West Branch Police Department.
- E. The members of the West Branch Police Department shall respond to all calls for service within the jurisdiction of the City of West Branch that are reported to the officers or communications center of the Department.
- F. The Department shall enforce all laws within its jurisdiction and shall assist, upon request, agencies that have concurrent jurisdiction. Members of the Department shall conduct themselves in a cooperative nature with all jurisdictions.
- G. The Department shall request assistance from jurisdictions that have concurrent authority in the following:
 1. The Department shall request assistance, technical and investigative, from the Iowa Division of Criminal Investigation on all murders.
 2. The Department shall request assistance, technical and investigative, from the Iowa State Patrol on all fatality and eminent death motor vehicle accidents.
 3. The Department shall request assistance, technical and investigative, from the Federal Bureau of Investigation on all incidents of robbery of a financial institution.

4. The Department shall request assistance, technical and investigative, from the Iowa Fire Marshal on all incidents of arson where persons suffered from personal injury or death.
5. The Department shall request assistance from the Iowa Division of Criminal Investigation to read all fingerprints on the Iowa Automated Fingerprint Identification System (A.F.I.S.). Other agencies may be utilized if approved by the Chief of Police.
6. The Department may request assistance from any criminal justice agency to aid in the investigation of any incident. The Department shall assist any criminal justice agency that requests assistance within the jurisdiction of the West Branch Police Department.
7. Multi-jurisdictional activities within the City of West Branch shall be under the supervision of the Chief of Police or the designee of the Chief of Police. Members of the Department shall backup any officer requesting backup in this jurisdiction or in a neighboring jurisdiction by responding to the request of the officer in an expeditious manner and rendering assistance. If officers are requested to leave this jurisdiction to assist a neighboring jurisdiction the responding officer shall notify communications which will then notify the Chief of Police or the designee of the Chief of Police.

SECTION 10

RESPONDING TO ALARMS

POLICY: The priority in responding to an alarm is the safety of bystanders and officers, the effective deployment of officers to observe and secure the area, and to apprehend any suspects. It will be necessary for the officers to familiarize themselves with the basic floor plan and location of doors and windows in business establishments. Familiarization should be done on patrol by stopping at all areas that are alarmed for a tour.

PROCEDURE:

- A. All alarms will be treated as valid alarms and responded to by officers.
- B. Upon receipt of notice of an alarm the officer and/or dispatch shall contact the business representative if possible to receive information regarding the status of the emergency. The officer shall proceed with responding to the alarm at this point and continue all communication with the business representative while en route, if necessary.
- C. Officers will respond using as much backup as possible, using proper approach techniques, when responding to an alarm
- D. On all alarms, during business hours, the radio operator will call by telephone the business in question and advise that the business alarm has sounded and that an officer is outside the business in a designated location for that business. A representative from the business should exit the business and meet with the business and make contact in person with the officer. The responding officer will ascertain if there is an actual incident in progress or if the alarm is a malfunction.
- E. If the alarm is an actual identification of a crime in progress then officers shall take immediate action to secure the area and detain the criminal law violator.
- F. If the alarm is a malfunction the officer shall advise the business owner to contact the alarm company at the earliest convenience.
- G. West Branch Public Safety Communications shall notify the Chief of Police if there are multiple calls for service by an alarm at any location that is alarmed. Multiple calls for service are more than two (2) calls for service in a 30 day period of time.

SECTION 11 POST SHOOTING INCIDENT – OFFICER INVOLVED

PURPOSE: The purpose of this policy is to provide guidelines following any officer-involved shooting incident that has resulted in death or serious bodily injury. It shall also be the purpose of this policy to provide guidelines that shall be uniformly applied during an investigation where a police employee is alleged to have committed a serious or aggravated misdemeanor or felony.

POLICY: It is the Department's policy that officer-involved shooting incidents and incidents resulting in serious injury or death be treated with the utmost professionalism and impartiality to determine if any of the officers' actions failed to conform with the law and departmental guidelines and/or directives. Further, the Department shall provide necessary assistance to officers involved in these types of incidents.

DEFINITIONS:

- A. **Post-Traumatic Stress Disorder:** An anxiety disorder that can result from exposure to short-term severe stress, or the long-term buildup of repetitive and prolonged milder stress.
- B. **Officer-Involved Shooting Incident:** A line of duty incident where shooting causes death or serious bodily injury to an officer or other person.
- C. **Alleged Criminal Conduct:** Criminal activity that is a serious or aggravated misdemeanor or felony where the alleged perpetrator of the crime is a police employee.

PROCEDURES:

A. **Handling of police employee at scene of shooting incident:**

1. A supervisor shall be dispatched to the scene of the incident, and shall assume primary responsibility in caring or involved personnel.
2. The supervisor shall ensure that threats to officer safety and the safety of others are addressed.
3. The supervisor shall make appropriate arrangements for all necessary medical treatment.
4. The Chief of Police or his /her designee shall be notified of the shooting incident as soon as possible after the incident occurs.
5. During any period where the involved police employee is required to remain on the scene, but has no immediate duties to fulfill, the police employee should be taken to a quiet area away from the scene of the incident. An officer should remain with the involved officer, but should be advised not to discuss the details of the incident.
6. The supervisor should arrange for the officers directly involved in the incident to leave the scene as soon as possible, and be taken to a quiet, secure setting.
7. If any officers involved in the incident require medical attention, an officer shall accompany the officer to the hospital or doctor's office and remain with the officer at all times.
8. Where possible, the supervisor shall briefly meet with the involved officers.
9. No caffeine or other stimulants or depressants should be given to the officers unless administered by medical personnel.
10. Only minimal, preliminary questions should be asked about the incident. The officers should be advised that a more detailed debriefing will be conducted at a later time.

11. Any standard investigations that will occur concerning the incident should be discussed with the officers.
12. The officers should be advised that they may seek legal counsel.
13. The officers should be advised **NOT** to discuss the incident with anyone except a personal or agency attorney, union representative, Chief of Police or designee, or Departmental investigator until the conclusion of the preliminary investigation.
14. The supervisor shall determine whether the circumstances of the incident require that the officer's duty weapon be secured as evidence and/or taken for laboratory analysis. Where the duty weapon is taken, the Chief of Police or designee shall:
 - a. Take custody of the officer's weapon in a discrete manner; and
 - b. Replace it with another weapon, or advise the officer that it will be returned or replaced at a later time, as appropriate.
 - c. Officers or other parties shall not open, reload, remove shell casings or in any other manner alter the weapons involved other than taking those steps required to make the weapon and scene safe.
15. Involved officers should notify their families about the incident as soon as possible. Where an officer is unable to do so, a member of the West Branch Police Department shall personally notify his or her family, and arrange for their transportation to the hospital.
16. At all times, when at the scene of the incident, the supervisor should handle the officer and all involved personnel in a manner that acknowledges the stress caused by the incident.
17. Officers shall not release the involved-officers' names to the media or unauthorized parties.
18. Appoint an officer not involved in the shooting to make a chronological record of activities at the scene to include: individuals present, actions taken by police personnel and the identity of any personnel who entered the incident/crime scene, to include emergency medical and fire personnel. This officer shall also diagram the scene and photograph it as soon as possible.

B. Post-Incident Procedures:

1. Involved personnel shall be removed from line duties pending evaluation but shall remain available for any necessary administrative investigations.
2. The name of the officers involved in the shooting shall not be released to the media and/or unauthorized personnel until approved by the Chief of Police.
3. All officers directly involved in the shooting incident shall be required to contact a specialist for counseling and evaluation as soon as practical, but typically within twenty-four hours, after the incident. Involved support personnel should also be encouraged to contact such specialists after a shooting incident. After the counseling sessions, the specialist shall advise the agency:
 - a. Whether it would be in the officer's best interest to be placed on administrative leave and for how long.
 - b. Where the officers were relieved of their duty weapons after an incident, at what point they should be returned;
 - c. What will be the best continued course of counseling.
4. The Department strongly encourages the families of the involved officers to take advantage of available counseling services.

5. Any Departmental investigation of the incident shall be conducted as soon and as quickly as practical.
6. The agency should brief other Department members concerning the incident so that rumors are kept to a minimum. Agency members are encouraged to show the involved officers their concern.
7. All personnel involved in a shooting incident should be advised that they are not permitted to speak to the media about the incident. Police personnel shall refer inquiries from the media to the Chief of Police or his/her designee, unless otherwise authorized to release a statement pertaining to the incident.
8. In order to protect against abusive calls, officers should be advised to have phone calls answered by another person for several days if their names are released to the public.
9. Officers directly involved in the shooting incident shall be required to requalify as soon as practical.

C. Daily Stress Recognition:

1. As post-traumatic stress disorders may not arise immediately, or the police employee may attempt to hide the problem, each supervisor is responsible for monitoring the behavior of all police employees for symptoms of the disorder.
2. The Chief of Police or his/her designee may order a police employee to seek assistance or counseling from a mental health specialist upon a reasonable belief that stress may be disrupting the officer's job performance.

D. Administrative Leave—Practice Following Shooting Incident:

1. Immediately after an officer is involved in a shooting, the police employee is placed on ADMINISTRATIVE LEAVE WITH PAY.
2. The police employee shall remain available to call upon so that employee may assist in the investigation, give statements, and make reports as needed while the investigation is underway.
3. Administrative leave removes the officer from the street duty and the potential of being involved in a similar incident while the first one is in the early stages of investigation.
4. The police employee shall be available for continuing the investigation.
5. The police employee is required to meet with a psychologist for a post shooting examination. This examination is mandatory and the employee shall participate in this examination. This is not optional.
6. Once an initial decision is made, within 96 hours, regarding the propriety of the shooting, the employee is taken off administrative leave. The Chief of Police may determine if a police employee is to continue on administrative leave and for what period of time. The Chief of Police shall retain the option to continue the administrative leave if it is in the best interest of the Department to do so because of controversy associated with the shooting.

E. Leave Following Alleged Criminal Act:

1. Whenever it comes to the Department's attention that a police employee is suspected to have engaged in a criminal act, (serious or aggravated misdemeanor or felony), the Chief of Police shall suspend the employee with pay during the investigation of the criminal act.

2. If the suspect police employee is a police officer, the officer shall be relieved of his/her badge, credentials, and service weapon by the Chief of Police or his/her designee.
3. Immediately upon the filing of criminal charges or indictment against a police employee, the suspension of the police employee commences without pay. The Chief of Police shall determine the employee's suspension and circumstances surrounding the suspension. The employee shall continue to be available for the investigation of the alleged criminal conduct.
4. The Chief of Police shall determine the duration of the suspension without pay from a period of determined time up to and including the termination of employment with the City of West Branch, Iowa.
5. If a police employee is suspended or terminated for criminal conduct and the employee is later found to be not guilty in criminal court the employee may be reinstated and receive his/her pay from the time the suspension became effective without pay.
6. This policy shall be congruent with all other department policy and statute.

SECTION 12

SEARCH: PERSON

PURPOSE: To provide guidelines for officers of this agency to follow in conducting different types of searches of persons during the performance of official duties.

POLICY: It is the policy of this agency that searches of detainees shall be conducted no more than is reasonably necessary, and with proper regard for the dignity and constitutional rights of the detainee and personal safety of the searching officer, in accordance with law. All searches should aim to preserve the evidence or fruits of the crime.

DEFINITIONS:

- A. **Reasonable suspicion:** The level of suspicion that must exist before a stop and frisk, (Investigatory stop), may be conducted. This standard involves a level of belief which is something less than the probable cause standard needed to support an arrest. The officer must be able to articulate, based on experience and the totality of the circumstances, that he/she reasonably inferred, (believed), that the individual he/she was confronting was involved in criminal activity or was armed with a weapon. The facts establishing the reasonable suspicion, for either the stop or the frisk, must be objectively realistic and not grounded in speculation, subjective feelings or intuition.

PROCEDURES:

- A. **Search by Consent**
1. Search by consent is a search performed by a police officer after the subject of the search consents to the search, provided the consent is freely given without coercion.
 2. Consent may be given orally, but ideally is given in writing.
 3. It is always preferable to have a witness to the consent if possible.
- B. **Stop and Frisk (Investigatory stop or Terry Stop):**
1. An officer of this agency who observes an individual or group of individuals engaged in unusual conduct which leads the officer to conclude that criminal activity has occurred, may be occurring, or may be forthcoming is authorized to stop and detain the individual(s) in question.
 2. An officer of this agency involved in this type of detention who has reason to believe that he/she is dealing with an armed and dangerous individual, regardless of whether there is probable cause for arrest, may conduct a limited search, a protective frisk, which involves the pat down of the outer clothing of the individual being detained. This is not a search for the purpose of discovering evidence, but to allow an officer to pursue his/her investigation without fear of violence. The officer must be able to articulate the reasons for suspecting that the officer or others are in the immediate area of danger.
 3. If during this pat down search of the outer clothing of a suspect an officer discovers a weapon, contraband, or evidence of criminal activity, the officer will search the individual completely as probable cause for arrest or a continued search at this point in the investigation has been established. The weapon, contraband, or evidence of criminal activity must be immediately apparent to the officer based on his or her feel of the object through the individual's clothing.

C. Search and Seizure Incidental to Arrest:

1. Permissible purposes - An officer who is making a lawful arrest may, without a search warrant, conduct a search of the person or property of the accused for the following purposes only:
 - a. To protect the officer, the accused, or others from violence;
 - b. To prevent the escape of the accused;
 - c. To furnish appropriate custodial care if the accused is jailed; or
 - d. To obtain evidence of the commission of the offense for which the accused has been arrested or to seize contraband, the fruits of the crime, or other things criminally possessed or used in conjunction with the offense.
2. Permissible Scope - An officer making an arrest and the authorized officials at the police station or other place of detention to which the accused is brought may conduct a search of the individuals garments and personal effects, the surface of his/her body and the area within his/her immediate control.
3. Search Procedure for Routine Search Incidental to Arrest
 - a. Place the individual with hands high on the wall or patrol vehicle and extended approximately three feet apart. Do not allow the individual to place his palms flat. Make the individual extend on his fingers. The feet should be positioned where they are separated in a wide manner, and far enough away from the wall or patrol vehicle so that the individual would not have balance enough to push away from the wall or patrol vehicle with any force. The back should be in a straight line with the legs and not be arched. When searching the individual's left side, the officer's left leg should be placed in such a manner that the officer could dislodge the individual if he should make a sudden move. The right hand should be placed in the middle of the back. With this manner of search, only one hand is used to search.
 - b. Search the following: Hair, open mouth, collar, back of neck, both arms, armpits, chest, back, waistline (feel inside the pants), inside belt, crotch, down both legs, cuffs, socks, inside pockets of all clothing items.

D. Field Strip Search - Field strip searches of detainees shall be conducted only in the rarest of circumstances under exigent circumstances where the life of officers or others may be placed at risk, and only with the explicit, written approval of a supervisory officer.

E. Other Strip Search - Where an officer can articulate reasonable suspicion exists to conduct a strip search (i.e., the individual is concealing a weapon or contraband), the arresting officer shall receive written approval from his or her on-duty supervisor prior to conducting the search. When authorized by the supervising authority, strip searches may be conducted only under the following conditions:

1. If body cavities other than the mouth, ears, or nose are to be probed they may only be probed if a search warrant has been obtained.
2. A visual search or probing of any body cavity shall be performed under ~~sanity~~ sanitary conditions.
3. If any body cavity other than the nose, ears, or mouth is to be probed, the search shall be performed only by a licensed physician unless voluntarily waived in writing by the arrested person.

4. The search is conducted in a place where it cannot be observed by others not participating in the search.
5. The search is conducted by a person of the same sex as the arrested person unless conducted by a physician.
6. Subsequent to any strip search conducted, a written report shall be prepared which includes the written authorization as required for the on-duty supervisor, the name of the person subjected to the search, the name(s) of the officer(s) or person(s) conducting the search, the time, date, and place of the search, and if required, a copy of the search warrant authorizing the search. The person searched shall receive a copy of the report.

F. Inventory Search:

1. Any time an individual is arrested, all property removed from the arrested person shall be inventoried by the arresting officer.
2. If the arrested person is transported to jail, the officer shall provide a copy of the inventory to the jail personnel and a copy shall be retained by the Department.
3. If any of the items found on the person of the arrested person could have been used as a weapon that shall be noted on the inventory. All items taken from the arrested person shall be tagged with the arrested person's name and retained by the Department or jail until the individual is released from custody.

SECTION 13

SEARCH: MOTOR VEHICLES

PURPOSE: To provide guidelines for officers of this Department to follow in conducting motor vehicle searches in the performance of duties as a law enforcement officer.

POLICY: It is the policy of this Department to conduct motor vehicle searches that are both legal and thorough. Such searches are to be conducted in strict observance of the constitutional rights of the owner and occupants of the motor vehicle being searched, and with due regard for the safety of all officers, other persons and property involved.

PROCEDURES:

A. Vehicle Searches:

1. Whenever feasible, a warrant will be obtained for the search of a motor vehicle. If police conduct a vehicle search pursuant to a search warrant, the warrant must be supported by probable cause, specifically describe the vehicle to be searched and the objects to be seized, and otherwise comply with the technical requirements of the rules of criminal procedure. Warrantless searches are to be conducted only when lack of time or other exigencies make it impractical for officers to obtain a warrant. When a vehicle has broken down, or there is otherwise no significant chance the vehicle will be driven away or that evidence contained within it will be removed or destroyed, the vehicle should be searched only after a warrant has been obtained. In other cases, vehicles and/or containers inside vehicles may be searched:
 - a. When probable cause to search the vehicle exists (i.e., when there is probable cause to believe that the vehicle contains contraband, evidence of a crime or the fruits of a crime;
 - b. With consent of the owner or operator;
 - c. Incidental to an arrest of the occupants of the vehicle;
 - d. When necessary to examine the vehicle identification number or to determine the ownership of the vehicle;
 - e. In situations where evidence of criminal activity or contraband is in plain view;
 - f. For Investigatory purposes to ensure the safety of officers;
 - g. For inventory purposes pursuant to departmental policy; or
 - h. Under emergency circumstances not stated above.

B. Scope of Vehicle Searches:

1. Searches with a warrant: When searching under a warrant, officers may search all areas of the vehicle unless the warrant states otherwise.
2. Probable cause searches: Probable cause searches may extend to all areas of the motor vehicle, unless the reasonable cause is limited to a specific area of the vehicle. Generally, an officer who has **reasonable cause** to believe that a moving or readily movable vehicle is or contains things subject to seizure may, without a search warrant, stop, detain, and search the vehicle and may seize things subject to seizure discovered in the course of the search where the vehicle is: (1) on a public way or waters or other area open to the public, (2) in a private area unlawfully entered by the

vehicle, or (3) in a private area lawfully entered by the vehicle, provided that exigent circumstances require immediate detention, search, and seizure to prevent destruction or removal of the things subject to seizure.

NOTE: Occupants of a vehicle may also be searched if the officer has reason to believe that one or more of the occupants may be concealing things subject to seizure. This rule does not apply to individuals traveling as passengers in a vehicle operating as a common carrier.

3. Consent searches: The extent of the consent search depends upon the terms of the consent itself. If the consent is limited to specific areas of the vehicle, officers may search only portions of the vehicle covered by the consent. Written consent should be obtained whenever possible before conducting these searches. **A RECEIPT describing the items seized shall be delivered to the person consenting to the search.**
4. Searches incident to arrest: An officer who is making a lawful arrest may, without a search warrant, conduct a search of a vehicle occupied by the accused for the following purposes: (1) to protect the officer, the accused, or others; (2) to prevent the escape of the accused; (3) to furnish appropriate custodial care if the accused is jailed; (4) to obtain evidence of the commission of the offense for which the accused has been arrested or to seize contraband, the fruits of crime, or other things criminally possessed or used in conjunction with the offense. Generally, an officer may search a vehicle incident to arrest if, at the time of arrest, the accused is in a vehicle or in the immediate vicinity of a vehicle of which he or she is in apparent control, and if the circumstances of the arrest justify a reasonable belief on the part of the arresting officer that the vehicle contains things which are connected with the offense for which the arrest is made, the arresting officer may search the vehicle for such things and seize any things subject to seizure and discovered in the course of the search. The search, pursuant to this rule shall only be made contemporaneously with the arrest or as soon thereafter as is reasonably practicable.
5. Vehicle Identification Number Searches: Entries to examine a vehicle identification number or determine ownership of the vehicle. Entries made to examine the vehicle identification number or to determine the ownership of the vehicle must be limited to actions reasonably necessary to accomplish these goals.
6. Plain View: A police officer who is lawfully in a position from which he/she can view a particular area of a vehicle and observes an item that is evidence of criminality, contraband or otherwise seizable, may seize the item in question. An officer may then, depending on the item seized and other circumstances surrounding the incident, conduct a warrantless search of the entire vehicle, or portions of the vehicle, based on probable cause, consent, search incident to arrest, etc. Generally, if police are lawfully in a position to observe an object in “plain view”, and they have probable cause to believe that the object is contraband or evidence of criminality, they may seize it without warrant.
7. Investigatory: An investigatory search allows police officers to conduct a protective sweep of the vehicle passenger compartment for weapons if there is reasonable suspicion that a person may be armed. Generally, if during a valid vehicle stop police have reasonable suspicion that a person may be armed, they may conduct a protective sweep for weapons of the vehicle’s passenger compartment.

8. **Inventory:** This search will be completed at any time a vehicle is taken into custody or control by a law enforcement officer of this agency. The inventory search shall include all spaces within the vehicle and the trunk or bed of the vehicle and shall include an inventory of all containers therein, including those that are closed or locked. Generally, a vehicle impounded in consequence of an arrest, or retained in official custody for other good cause, may be searched at such times and to such extent as is reasonably necessary for safekeeping of the vehicle and its contents.
9. **Emergencies:** Search of a motor vehicle under emergency circumstances not otherwise listed above must be co-extensive with the nature of the emergency. The proper extent of the search must therefore be determined by search personnel in each specific situation, but in no event will the extent of the search exceed that necessary to respond properly to the emergency.

Note: Where the initial search discloses probable cause to believe that other portions of the vehicle may contain fruits, instrumentalities or evidence of a crime or contraband, any additional portions of the vehicle may be searched that could reasonably contain the items being sought.

C. Search of Containers Found in a Vehicle: In no instance, other than for inventory purposes, shall a container in a motor vehicle be searched unless it could contain the item(s) being sought. In addition:

1. Unlocked containers found in vehicles are governed by the nature of the search, as follows: (a) In a probable cause search, containers such as paper bags, cardboard boxes, wrapped packages, etc., wherever found in the vehicle, may be opened.
2. When the passenger compartment of a vehicle is being searched incident to an arrest, such containers found within the passenger compartment may be opened.
3. Containers discovered during a consent search of the vehicle may be opened.
4. Containers found in or discarded from a vehicle under circumstances that do not justify their search under probable cause rules or in connection with a search incident to arrest should be secured but not searched until a warrant is obtained to search them.
5. Locked containers such as attaché cases, suitcases and footlockers found during a vehicle search should be opened only if the search is being conducted under a warrant; or after valid consent to open the locked container is first obtained. Where these conditions are not met, locked containers should be secured by search personnel and opened only after a warrant has been obtained.

EXCEPTION: Inventory Search, unless the inventory results in locating evidence of criminality before the containers are opened. If evidence of criminality is discovered as a result of the inventory, discontinue and obtain a search warrant.

6. Whenever possible, search of a motor vehicle, and of containers found therein should be conducted at the location where the vehicle was discovered or detained. Under exigent circumstances, search of the vehicle or container may be delayed and/or conducted after the vehicle or container has been moved to another location. However, in all instances searches shall be conducted as soon as reasonably possible; that is, as soon as adequate personnel are available to conduct a thorough search with due regard for the safety of all officers, citizens and property concerned.
7. Motor vehicle searches shall be conducted in a manner that minimizes the intrusiveness of the search and the inconvenience caused to vehicle owners, occupants and other persons involved. Where possible, damage to the vehicle or to other property in the

course of the search should be avoided. Where unavoidable, such damage should be confined to that reasonably necessary to carry out a safe and thorough search.

8. Regardless of the circumstances involved in any vehicle search, consent to search should always be requested and a consent to search form completed if the consent is given. Even in circumstances where probable cause for a search exists, or there is evidence in plain view, or it is a search incidental to arrest, it doesn't damage anything to ask for a consent and might actually strengthen some cases.

SECTION 14

SEARCH: EXECUTION OF WARRANT

POLICY: It is the policy of the West Branch Police Department to (1) provide techniques to accomplish a thorough and legal search; (2) observe the constitutional rights of the person(s) the warrant is being served upon; (3) minimize the level of intrusion experienced by those who are having their premises searched; (4) provide for the highest degree of safety for all persons concerned; and (5) establish a record of the entire execution process.

PROCEDURES:

A. Uniform and Equipment Requirements

1. The search team shall at all times include at least one uniformed officer. All non-uniformed officers shall be clearly identified as law enforcement officers by wearing a distinctive armband, jacket or some other indicator of office.
2. All members of the search team should be equipped with body armor and a safety holster.

B. Time Limitations on Search Warrant Execution

1. A search warrant shall be executed as soon as possible within the conditions as stated in the warrant. Circumstances that may necessitate a delay in executing a search warrant include, but are not limited to:
 - a. The need to have many searches occur at the same time, which requires coordination and mobilization of law enforcement resources.
 - b. The seizable items have not arrived at the search site.
 - c. The probability that substantial resistance will be encountered.
 - d. A particular person(s) is absent from the search site and it is determined that the search would best be conducted if that person were present.
 - e. Weather
2. Absent court approval, necessity or authorization by law, a search should be conducted during daylight hours but may be conducted during nighttime hours if necessary.

C. Preparation for Execution of Warrant

1. Prior to entering the premises, the supervisory officer shall conduct a pre-entry briefing of the execution process with all search team personnel. The briefing shall include a review of the actual order of operations and procedures the search personnel will follow, a simulation of the conditions of the search (using maps, charts and diagrams, when appropriate) and tactics and equipment to be used in the event of forced entry.
2. The supervisory officer shall attempt to determine if any circumstances have changed that make executing the search warrant at that time undesirable.
3. The supervisory officer shall ensure that the entire search warrant execution process is documented, from beginning to end, and continued until the search team leaves the premises. A written record shall be supported by photographs, and, if practical, a videotaping of the entire search site from start to finish.
4. A "warrant officer" will be designated. This officer is responsible for ensuring that all duties are being completed and that all officers are performing productive work. This officer is ultimately responsible for relieving officers from the search warrant.

D. Entry Procedures

1. The approach to the scene shall be executed without sirens. If a pre-execution surveillance team is on the scene, radio contact shall be made to ensure that it is an appropriate time to serve the search warrant.
2. The supervisory officer shall be responsible for ensuring that the search warrant is valid and that the property about to be searched is the property listed on the warrant.
3. The supervisory officer shall ensure, if possible, that the entry is tape recorded.
4. The search personnel shall position themselves in the following manner:
 - a. Exits from the premises will be covered.
 - b. Uniformed officers shall be the most visible members of the search team, and shall conduct the entry unless circumstances deem otherwise.
 - c. Non-uniformed officers shall be the last members to enter the search site.
5. Notification
 - a. The supervisory officer, or a uniformed officer, shall notify persons inside the search site, in a voice loud enough to be heard inside the premises, that he/she is a police officer and has a warrant to search the premises, and that he/she demands entry to the premises at once. If the persons inside the search do not immediately authorize the officer access the officer may use forcible entry.
 - b. No-knock entries will be used only as a last resort and executed under the personal supervision of the supervisory officer and only with a court order.

E. On Premises Activities

1. The supervisory officer shall ensure that a member of the search team conducts a security sweep of the search site. After the search site has been secured, search personnel shall develop a prioritized strategy that details the likely whereabouts of the items to be seized and an order of operation for conducting the search.
2. One person shall be designated as responsible for collecting, preserving and documenting all items seized until possession is transferred to the evidence custodian.
3. If damage occurs during an entry to premises that will be left vacant, and the damage may leave the premises vulnerable to security problems, arrangements shall be made to guard the premises until it can be secured.
4. If damage occurs, a special report shall be prepared on the actions that caused the damage and a detailed description of the nature and extent of the damage.
5. During the execution of a search an officer may reasonably detain and search any person or thing in the place for the following reasons:
 - a. To protect the searcher from an attack;
 - b. To prevent the disposal or concealment of any property subject to seizure described in the warrant; or
 - c. To remove any item which is capable of causing bodily harm that the person may use to resist arrest or effect an escape.
6. DO NOT approach an officer that is interviewing a suspect at a search warrant. Do not ask the suspect questions and do not interfere in any way with this process.
7. Once given an assignment, it is that officer's responsibility to make sure they understand the assignment.

8. When given an assignment at a search warrant an officer must ensure that it is completed. An officer must not leave that assignment unless told to. If an officer is told to leave that assignment or if the assignment is completed, then report to the warrant officer.

SECTION 15

TRANSPORTING ARRESTED PERSONS

PURPOSE: To provide guidelines for all officers to follow when a person in police custody is transported by an employee of this department, to provide safety for officers and prisoners, and to prevent the escape of prisoners in police custody.

POLICY: Persons in police custody are usually transported initially to a detention facility and afterward are often transported to other locations as the need for transport arises. It shall be the policy of this law enforcement agency to take the precautions necessary while transporting prisoners to protect the lives and promote the safety of the officers, the public, and the person in custody. This responsibility is taken seriously. Negligence or excessive force shall constitute grounds for disciplinary action.

PROCEDURES:

A. Vehicle inspection:

1. At the beginning and end of each tour of duty, all vehicles regularly used for prisoner transport shall be inspected for readiness as follows:
 - a. The officer assigned to operate a department vehicle will be responsible for making an inspection of that vehicle and will complete the inspection in the following manner:
 - i. The safety screen shall be securely in place and undamaged;
 - ii. All windows shall be intact, and outer door latches in proper working order;
 - iii. Rear seat door handles and window controls should be deactivated;
 - iv. The interior shall be thoroughly searched to ensure that no weapons or contraband have been left or hidden within the vehicle.
 - v. Special emphasis shall be placed on inspecting under the rear seat and floorboard area.
 - vi. Should any problems with the vehicle be discovered or any contraband or property of any kind be located inside the vehicle, the information shall be documented on the activity log and reported to a supervisor.
2. After each prisoner transport, the vehicle shall be searched again after the prisoner has been delivered to the detention facility or other destination.

B. Handcuffing:

1. Officers shall handcuff all arrestees prior to transporting them.
2. Officers shall handcuff (double locked) all prisoners with their hands behind their back and palms facing outward.
3. The officer may handcuff the prisoner with his/her hands in front, or utilize other appropriate restraining devices where the prisoner:
 - a. Is in an obvious state of pregnancy;
 - b. Has a physical handicap; or
 - c. Has injuries that could be aggravated by standard handcuffing procedures.
 - d. Discretion warrants that the situation and prisoner would be better served by being handcuffed in front.
4. Prisoners shall not be handcuffed to any part of the vehicle during transport.

5. Additional approved restraint devices may be used to secure a prisoner who violently resists arrest or who manifests mental disorders such that he poses a threat to himself, the transporting officer(s) or the public.

C. Transport:

1. Prior to transport, all prisoners shall be thoroughly searched for any weapons or tools of escape.
 - a. If practical, the protective search should be conducted by an officer of the same sex of the prisoner.
 - b. The transporting officer should search the prisoner, unless a search was conducted in his/her presence.
2. When transporting prisoners, the officer shall provide the dispatcher with the following information when possible:
 - a. Identity of the prisoner, (this information , along with a DOB, should be given so a warrants check can be completed);
 - b. Arrest location and destination of transport; and
 - c. Time and mileage (for females and juveniles) readings before and after transport.
3. The officer should use care when assisting a prisoner into the vehicle for transport.
4. Prisoners shall be transported in the following manner:
 - a. Where the vehicle has a security screen but only one transporting officer, the prisoner shall be placed in the back seat on the right hand side of the vehicle. When the vehicle is not equipped with a security screen and has only one transporting officer, the prisoner shall be placed in the right front seat.
 - b. Leg restraints shall be used when a prisoner is exhibiting violent behavior or an officer believes the prisoner has a potential for violent behavior.
 - c. One transporting officer shall not attempt to transport more than one prisoner in a vehicle without a security barrier.
 - d. All prisoners shall be secured in the vehicle by proper use of a seatbelt except in situations where circumstances exist, such as violent behavior or unconscious/intoxicated person, that would otherwise present more danger to the officer or the person being transported.
 - e. Officers shall not engage in any communications with the prisoner unnecessary to the safe transport.
5. Any wheelchairs, crutches, prosthetic devices, and medication should be transported with, but not in the possession of, the prisoner.
6. If meals are necessary during transport selection of the meal site shall be made at random.
7. Transporting officers shall avoid answering any other calls for service during transportation except to render emergency aid.
8. Transport of prisoners, for any reason after incarceration, will be accomplished by a sworn officer.
9. Prisoners shall not be left unattended during transport.
10. Prisoners shall not be permitted to communicate with anyone other than the transporting officer(s) during transportation.
11. In the event of a prisoner escape all information shall be immediately reported to the communications center by means of the police radio if possible.

SECTION 16 CANINE (K-9) OPERATIONS

POLICY: Because of a superior sense of smell and hearing and potential aggressiveness, the trained law enforcement canine is a valuable supplement to law enforcement manpower. However, utilization of canines requires adherence to procedures that properly control their use of force potential and that channel their specialized capabilities into legally acceptable crime prevention and control activities. The legal advisor to the Chief of Police shall review all rules, regulations, policies, and procedures relating to K-9 operations and make changes necessary for compliance with existing criminal and civil liability law.

POLICE K-9 TEAM SPECIFICATIONS:

- A. **Obedience:** The K-9 should respond to the obedience commands of its handler as a control feature rather than as a competitive exercise.
- B. **Agility:** The K-9 shall be trained to overcome operational obstacles that may occur on the job.
- C. **Scent Work:** This is one of the K-9's function. He is used as an investigative tool and should be trained to locate people by scent.
 - 1. The dog should search the inside of a building and detect the presence of any person or persons hiding inside.
 - 2. The dog should track in reasonable environments a track of 400 yards that is 20 to 60 minutes old.
- D. **Protection:** The K-9 should be trained to protect its handler and to stop a fleeing suspect by biting. The police dog should release its hold on the suspect on a spoken command from its handler.
- E. **Certification:** Before a department's K-9 Unit (dog and handler) can be placed on an "operational status" certain requirements must be met in order to ensure that the dog is certified to be competent and properly handled. The K-9 and handler shall be re-certified annually or as necessary by a qualified and certified K-9 police dog trainer. Should a K-9 team not be certified as suitable for "operational status", the Unit shall cease operation until certification is approved by the Chief of Police. The primary reason for such a decision would be behavior on the part of the K-9 that places himself, his handler, or the public in jeopardy.
- F. The K-9 team shall be required to train at least eight (8) hours, and no more than twenty four (24) hours per month in addition to the annual re-certification.

ADMINISTRATION AND MANAGEMENT

- A. The K-9 Unit will be supervised by an officer who will be responsible for maintaining and assuring the accuracy and completeness of procurement, health, operational reports and training records relating to the K-9 operation.
- B. Operational reports will be prepared by the handler in all situations where K-9 intervention is necessary. Copies of all incident, offense and supplemental reports will be submitted to the supervisor for creation of a file for statistical analysis.

- C. The supervisor will research state of the art training procedures for the K-9 and handler, prepare a scheduled for the-training program to be provided at regular intervals, select an approved training site and submit recommendations to the Chief of Police for approval.
- D. The supervisor is also responsible for providing a liaison with command elements, making decisions regarding the deployment of the K-9 team, and establishing and maintaining a good working relationship between the K-9 unit and other law enforcement relationships.
- E. The K-9 shall be obtained from a kennel or other supplier who has a verifiable record of satisfactory performance in providing dogs and training to other law enforcement agencies. A copy of the kennel's or supplier's record of satisfactory performance shall be kept with the canine's health, operational, and training records.
- F. Any K-9 that is approved for purchase by the department shall, prior to acceptance, have a certificate or letter of good health issued by a licensed veterinarian authorized to conduct examinations and certify the physical and emotional (temperamental) condition of an animal that is to be utilized in public service as a police working dog.
- G. Each K-9 owned or controlled by the department shall annually receive an examination by a qualified Veterinarian to determine the K-9's suitability for retention by the department. A K-9 may have a fitness for duty examination at any time as determined necessary.
- H. The type, quantity of food and feeding schedule shall be provided, and the K-9 handler shall be responsible for complying with recommendations of the licensed veterinarian who is contracted to provide care.
- I. Housing/Sanitary requirements, for the K-9 when off duty, will be in compliance with recommendations made by a licensed veterinarian who is contracted to provide care.
- J. At any time the K-9 is kept in a kennel the supervisor shall randomly inspect, or arrange for a veterinarian to routinely inspect its conditions. The kennel will be maintained in a manner which is in compliance with established standards for temperature, food, watering and sanitary conditions. This will ensure a clean and healthy off duty environment for the K-9.
- K. No dog that has been trained as a "guard dog" (one that will attack on detection of intrusion, or will attack a human being without command), will be acceptable for utilization by this agency.
- L. Any dog owned or controlled by the department that exhibits any tendency of loss of control, or when unprovoked, attacks or bites another person, or in the opinion of the legal counsel or the Chief of Police creates a public or individual liability, or poses a threat to an individual or public safety shall be removed from law enforcement service and disposed of in a manner acceptable to the City.

REQUIREMENTS FOR A DEPARTMENT K-9 OFFICER:

- A. Have a minimum of two years of full time law enforcement experience.
- B. Comply with the physical requirements for the position of K-9 Officer, as defined in the Performance Standards for the Patrol Officer.
- C. Have an enthusiastic and positive attitude, high energy and excellent physical coordination.
- D. Have the ability to provide the proper motivation for the K-9 both verbally and physically.

- E. Be self-motivated and be able to work with minimum supervision.
- F. Be willing to devote personal time to maintenance, training, care and socialization of the K-9.
- G. Be willing to report for duty after normal working hours when a canine team is needed.
- H. Have the officer's family support the decision to have a police working dog in the home to care for and have as a companion and member of the family.
- I. Demonstrate a willingness to assist, support and cooperate with other departments and personnel.
- J. Make a commitment to remain the handler of the K-9 for the remainder of the dog's working life.
- K. Have a strong desire to utilize the K-9 at every opportunity available regardless of inconvenience, weather conditions, time of day, difficult circumstances and personal problems.
- L. Have a sincere love for and understanding of the K-9 as the reason for application for and the position of K-9 handler as well as a sincere desire to utilize the K-9's abilities to enhance investigations and increase apprehensions.
- M. Have the discretion to put the K-9 first when credit is given for his accomplishments; and to put the K-9 second to officer survival in life-threatening situations.
- N. Use only the degree of the dog's protection abilities necessary to assure officer and suspect safety during an apprehension.
- O. Be able to put the K-9's wellbeing and physical comfort above his own.
- P. Must not have any other pets at personal residence (i.e., dogs or cats).

OPERATIONAL PROCEDURES

- A. K-9 Unit shall be capable of accomplishing the following:
 - 1. Tracking: Location of missing persons (civilian or criminal) in either rural or city environments.
 - 2. Crime prevention patrol of high crime areas.
 - 3. Building searches and apprehension of criminals.
 - 4. Crowd control when authorized by department policy.
 - 5. Pursuit, apprehension, and guarding fleeing criminals or felony suspects.
 - 6. Support officers in combative situations.
 - 7. Protection of the public and law enforcement officers from threat of physical injury.
 - 8. Detection of lost or hidden articles or evidence, illegal narcotics and explosives.
 - 9. Crime prevention programs for civic, social and school groups.
- B. Should any question arise from this portion of this document it shall be resolved in a manner that complies with the department policy relating to the K-9 Unit. The operational procedures are designed as instructions or directions for the establishment and operation of the K-9 Unit and may be subject to change by the Chief of Police.
- C. Any changes of these instructions or directions will be recommended by the supervisor of the K-9 Unit and submitted to the Chief of Police for approval. Upon approval, the Chief of Police will direct that the changes be made in this section of the Department Policy Manual.
- D. Under no circumstances shall a K-9 handler command the dog to use more force than is necessary to enforce the law, or to protect himself, the dog or other person from the loss of life or the threat of serious physical injury.

- E. In the unlikely event a person should be bitten by the K-9, the K-9 officer will file all required reports. A copy of the report(s) shall be submitted to the supervisor for approval. The supervisor will assure the accuracy of the report(s) and submit the same to the Chief of Police.
- F. K-9 Officer's Duties:
 - 1. Crime preventive patrolling.
 - 2. Field and building searches.
 - 3. Assist in the apprehension or prevent the escape of persons who officers believe have committed a crime.
 - 4. Assist in the apprehension of persons suspected of a crime when all other efforts to apprehend or prevent escape have failed.
 - 5. Assist other officers of the department as necessary.
 - 6. Assist outside agencies and officers when authorized.
 - 7. Decide on tactical employment of the dog and the team's ability to accomplish a given assignment.
 - 8. Determine the need for additional officers at the scene of a K-9 operation.
- G. Should a K-9 be injured as a result of job performance, the assigned officer (handler) shall take the K-9 to the departmental approved Veterinarian for examination and a determination of fitness for duty. The assigned officer (handler) is responsible for the health and safety, whether on or off duty, of the K-9.
- H. Injury to Handler: In the unlikely event that the K-9 officer is injured, the following procedure will be followed:
 - 1. DO NOT, UNDER ANY CIRCUMSTANCES, approach the K-9 that is protecting the K-9 officer or attempt to assist the officer unless it is apparent that the failure to respond to the officer would result in death or be detrimental to his/her health or safety.
 - 2. Officers will request medical assistance for the injured K-9 officer immediately.
 - 3. Make contact with another handler to remove the dog or control its actions.
 - 4. If all other efforts to respond to the emergency needs of the officer fail, contact the Department Veterinarian and attempt to tranquilize the dog. If those efforts are unsuccessful, and the officer is in imminent danger of losing his life or compounding an existing injury, the K-9 should be neutralized. If shot, one correctly placed round shall be used in order to reduce the possibility of the K-9 being made to suffer for doing what he is trained to do: protecting his handler.

REQUEST FOR K-9 SERVICES:

- A. A K-9 team shall consist of one (1) handler and one (1) dog that have met the minimum training requirements as established by the Chief of Police.
- B. When on duty any certified law enforcement officer may request the assistance of a K-9 team. Approval or disapproval of the request shall be determined by the on-duty supervisor.
- C. When the K-9 team is off-duty and on-call, their services may be requested by any certified law enforcement officer. Approval or disapproval of the request shall be determined by the Chief of Police or the highest ranking officer on duty at the time of the request.

- D. When on-duty or off-duty and on-call should assistance be requested by another law enforcement agency, approval shall be given to other jurisdictions that have entered into a mutual aid agreement with the City. The only exception is approval may be authorized for other jurisdictions who have written approval from the Chief of Police to provide this service without a mutual aid agreement.

OFFICERS AT THE SCENE (OTHER THAN K-9):

- E. When a K-9 Unit is requested, officers on the scene will comply with the following procedure:
1. Secure the scene until K-9 Unit arrives.
 2. Prevent contamination of the crime scene (physical presence or chemical) that will adversely affect the scent necessary for tracking, building search or narcotics detection.
 3. Upon arrival at a "burglary in progress" scene do not enter the building until directed by the on-site supervisor.
 4. Assist the K-9 Unit only as requested by the K-9 officer or directed by a supervisor.
 5. Keep distracting noise to a minimum.
 6. Do not permit excessive talking while K-9 team is working.
 7. During the hours of darkness, reduce all illumination when the K-9 team is operational.
 8. Officers will not permit ANYONE within a K-9 operating area without the consent and approval of the officer.

TYPES OF APPLICATIONS:

- A. This section applies to a K-9 that has been properly trained in the listed areas. Each police dog handler shall be trained in the tactical application of his dog prior to being placed in an operational status. A dog handler will assist in formulating plans of action for effective K-9 use. K-9 use will be based upon the immediate circumstances of a situation. Examples of situations in which K-9 teams might properly be used are:
1. building searches
 2. tracking of suspects
 3. clearing open areas
 4. evidence searches
 5. chasing and subduing suspects fleeing the scene
 6. searching for lost persons
- B. Building Search:
1. When an incident occurs where a K-9 may be used for searching a building, responding officers must be aware that, generally, when a building has been closed for the night, the odors in the building tend to dissipate. When a person enters the building or opens a door or window, this allows a draft or wind to enter and disturbs the suspect odor trail, spoiling the scene.
 2. When the responding officer believes an unauthorized person is in a building, his responsibility is to secure the building, permitting no one to enter, and to call a K-9 team, which will enter and search the building.
 3. No one should enter the building without the prior permission of the K-9 team.

4. Upon arriving at the scene the K-9 handler will consult with the officer on the scene and assess the situation. The Officer in charge on the scene will pay special attention to informing the K-9 team of the location of the exits, concealed areas, and movement.
5. Officers will make every attempt to ensure that no innocent or authorized persons remain in the building prior to the search.
6. Prior to the building search, the K-9 handler will verbally announce a warning to anyone inside the building that a K-9 will be released to conduct a search. The K-9 handler will urge anyone inside the building to surrender at that time.
7. If there is no response the K-9 will then be released by the handler to conduct the initial search.
8. The K-9 handler has the discretion to determine if the search should be done off or on leash.

C. Tracking:

1. When an incident occurs where a K-9 team may be used for tracking a suspect, the responding officer shall make certain that no person enters the area used by the suspect to make his departure.
2. Since the subject's odor will be predominant, the entire scene must be free of other contamination.
3. If material has been dropped by the fleeing suspect, such material and the area surrounding it must not be disturbed because the dog may detect the suspect's odor from the material.
4. In tracking situations, the responding officer should immediately contact the complainant. The contact should be made in a manner that least disturbs or contaminates the scene.
5. If a stolen or abandoned vehicle is involved, the responding officers will not permit anyone, including other officers, to get closer than ten (10) feet to the vehicle. This will prevent contamination of the area.
6. Back up units should not respond to the scene, but position themselves around the perimeter of the incident so the suspect cannot leave the area.
7. The purpose of the backup unit is to observe the general area to see anyone leaving.
8. When the K-9 team arrives, the officer in charge will brief the team on the situation, paying particular attention to the location of exits, concealed areas and movement. If the K-9 supervisor is not on the scene, the K-9 officer will make the final decision on the use of the dog.
9. Weather has a definite effect on tracking ability. Humid early morning hours with no wind offer ideal tracking conditions. Responding officers should make every effort to:
10. Keep noise and confusion to a minimum at any scene because it is not desirable to have activity which excites or distracts the dog.
11. Ensure vehicle engines are turned off.
12. When the resident has a pet at the scene, tactfully request the owner to get the pet completely away from the area.
13. Do not follow or get close to a dog that is working, unless specifically requested by the handler.
14. The handler shall determine whether or not it is appropriate for the search to be conducted on or off leash.

D. Narcotics Searches:

1. The K-9 team, if available, will be utilized in all drug and narcotic searches.
2. All outside areas and buildings that are to be searched for drugs should be cleared of all persons and animals prior to the arrival of the K-9 team. Officers will conduct their normal searching efforts as it relates to the discovery of controlled substances. The K-9 team will be utilized in order to locate concealed or difficult to locate items. Substances that may be harmful to the K-9 shall be shown to the K-9 officer upon his arrival.
3. When the K-9 team arrives, the on-site supervisor will brief the K-9 team on the situation, identifying the location of exits, concealed areas and movement. The K-9 officer will make the final decision on the use of the dog.

K-9 TEAM RELATIONSHIP TO THE GENERAL LAW ENFORCEMENT FUNCTION:

- A. The K-9 Unit's objective is, when requested, to assist and support all divisions within the department.
1. Arrests made or evidence located as the result of a request for a K-9 team assistance will be considered to have been accomplished by the requesting officer.
 2. In those instances when a K-9 team responds as a backup unit, the handler will be responsible for completing a supplemental report, documenting actions taken by the K-9 team.
- B. K-9 team self-initiated patrol activity:
1. The K-9 Unit will be responsible for taking appropriate law enforcement action when offenses are committed in the presence of the officer, and the K-9 Officer will be responsible for completion of the necessary reports.
- C. Rules For Utilization Of A K-9 Team:
1. To control a crowd only when necessary to prevent death or injury to innocent persons, or to prevent assaults on law enforcement officers.
 2. To apprehend persons under the influence of intoxicating liquor or drugs only when another offense is involved.
 3. To apprehend mentally disturbed persons only when a crime is involved.
 4. May be used in response to any approved request for protective, crime prevention or law enforcement services.
 5. To search for lost children (persons) only when, in the judgment of the supervisor, there are extenuating circumstances surrounding the disappearance; examples: evidence of foul play, reason to believe that harm will be suffered by the child (person) if he/she is not located.
- D. General Rules For Department Personnel:
1. Personnel shall pet a K-9 only in the presence and with the permission of its handler.
 2. Personnel shall not hug a police work dog, or lean closely to the dog's head when petting the dog.
 3. Under no circumstances will department personnel tease or act aggressively toward a K-9.
 4. Officers will comply with the directions of the dog handler when the K-9 team is involved in a specific problem and it is necessary for a handler to direct officers in a K-9 related tactical situation.

5. Except in emergency circumstances, or with prior approval of an assigned dog handler, personnel other than dog handler shall not give commands to a K-9.

K-9 RULES AND REGULATIONS:

- A. Living area shall be cleaned every day.
- B. K-9's are not to be taken into private clubs, or public places except for duty related assignments.
- C. The K-9 handler shall groom the K-9 each day prior to reporting for duty.
- D. Unauthorized demonstrations of K-9's skills and ability are prohibited.
- E. The handler will not permit the K-9 to be petted or fed by anyone.
- F. The dog will not be disciplined by striking, kicking or other means of physical abusive treatment.
- G. The K-9 handler shall provide veterinary care for any illness or injury to the dog, and submit a report to the supervisor.
- H. The handler will, before the end of a tour of duty, prepare for submission to the supervisor a report of any dog bite.
- I. Unsupervised K-9s will not be permitted to run at large at home or in a public area.
- J. All collars, choke chains and other equipment will be examined daily to assure operational readiness. Any control item that is determined to be unserviceable will be replaced before working the dog.
- K. Uniforms and patrol vehicle interior will be kept clean and free of excessive hair and odors.
- L. No agitation or aggressive response training shall be provided except as a part of an authorized training session.
- M. Dogs are to be fed according to feeding instructions and fresh water will be available at all times.
- N. Frequent rest and exercise stops shall be made in an effort to prevent the K-9 from urinating or defecating inside buildings, vehicles, or around the outside of property when responding to calls for service.
- O. The K-9 is never to be left unattended in the patrol vehicle. If it is necessary for the officer to be away from the vehicle the K-9 should be with the handler.
- P. The K-9 shall not be permitted to run loose or be unattended at any time when inside the department.
- Q. Smoking by the K-9 officer or any other person is expressly prohibited inside the unit that transports the K-9. Smoking is prohibited whether the dog is in or out of the vehicle.

POLICE CANINE RETIREMENT:

The Department shall retire a police canine after it has served for a period of no longer than ten (10) years of service or in the event that the canine would become disabled before that time. Ten years of service shall not be construed to be the age of the dog. The police canine handler shall become sole owner of the assigned canine, after the canine's retirement, if the handler decides he/she wants ownership. The handler may officially purchase the canine for the amount of \$1.00 made payable to the City of West Branch after the canine has officially retired from service. If the handler does not want to purchase the dog, the Chief of Police will determine how to dispose of the K-9.

SECTION 17 ROADWAY DRUG INTERDICTION

PURPOSE: To increase the effectiveness of this agency in disrupting the transport, distribution and sale of narcotics and illegal drugs, thereby increasing the safety of the citizens within the community.

POLICY: The West Branch Police Department has a primary mission of creating a safer environment for the citizens within this community. Although the total elimination of drug law violations within the city is unlikely, this agency shall be committed to the suppression of illegal drugs and narcotics. In furtherance of this commitment this agency shall conduct a roadway drug interdiction effort as directed by the Chief of Police or a designee.

PROCEDURES:

- A. All roadway drug interdiction efforts shall be conducted by utilizing legally executed probable cause vehicle traffic stops.
- B. Roadblocks, checkpoints or random vehicle traffic stops shall not be utilized for drug interdiction purposes.
- C. The Chief of Police or a designee may periodically identify an area of roadway (major highway, county road or etc.) as being a route that is likely being used for transporting of illegal drugs. In this situation, specific officers (properly trained canine officers, if available) shall be assigned to patrol the identified area primarily for the purpose of enforcing traffic laws with the additional responsibility of seizing illegal contraband that is being transported over the roadways.
- D. A vehicle, in any traffic stop situation, should only be searched for contraband when an officer, in good faith, has good reason to believe that the driver or any passenger is engaged in illegal activity. If an officer has no basis to believe that criminal activity is present, the vehicle stop should be considered only a traffic stop. Any search conducted by the officer should be lawfully justified, such as a search based upon consent, probable cause, inventory, or other search approved by applicable judicial decisions.
- E. To conduct a thorough search for narcotics and illegal contraband an officer should, when possible, call for a properly trained canine team whenever a reasonable suspicion exists to believe a vehicle is transporting a controlled substance and to confirm the presence of suspected contraband articles, including currency, and its container. The canine shall be utilized and a vehicle search conducted only in situations where probable cause is established in accordance with applicable law, (see item (g) below).
- F. An officer having reasonable suspicion to believe an individual is engaged in criminal activity may detain the individual for approximately 15 minutes or a reasonable length of time. This rule shall apply in all vehicle stops initiated by an officer of the West Branch Police Department. Therefore, should a canine team be unable to respond to a vehicle stop within a reasonable time, and if there is no probable cause for search or arrest, or if consent to search is not received, the vehicle stop shall be terminated and the detained individual(s) allowed to leave.
- G. Any motor vehicle, containers therein, and other personal property including cash which has been used to facilitate the commission of a felony or to transport any contraband article shall be seized, thoroughly inventoried, and forfeiture proceedings enacted according to applicable law and departmental policy.
- H. All items of contraband and seized property, other than a motor vehicle, shall be logged into evidence storage according to departmental policy pertaining to evidence procedures.
- I. Information about any drug interdiction operation, or subsequent arrests or seizures as a result of the operation, shall be released to the news media in accordance with departmental policy.
- J. When information is received through arrests, seizures, or intelligence sources of large scale trafficking operations, the Chief of Police or a designee shall contact other appropriate agencies such as the State Police, Drug Enforcement Administration, or U.S. Customs and provide them with this information.

- K. All arrests or property seizures made as a result of an interdiction operation shall be documented in an offense/incident report completed by the arresting/investigating officer(s). The report shall include the date, time, and location of the arrest or seizure, personnel involved, including a canine, factual basis for the search, items seized, and any other information specific to the particular event.
- L. The Drug Enforcement Officer and the Chief of Police shall be made aware of the arrest, within a reasonable time period and per established protocol, and provided with the case number for that incident. The original report shall be filed in accordance with departmental filing procedures.

SECTION 18

LINE OF DUTY DEATHS

POLICY: The policy of this agency is to immediately respond to an employee's death by not only conducting a thorough investigation into the circumstances, but also by providing comprehensive support to next-of-kin.

IMPLEMENTATION:

- A. In the event of a felonious or an accidental line-of-duty death of an employee of this agency, all assigned personnel not involved in an emergency situation will prepare to respond as directed.
 - 1. The First officer on the scene will call for the nearest available back-up officer immediately upon determining that an employee's death has occurred.
 - 2. The First officer on scene will notify dispatcher by radio, on a scrambled/secure frequency, that an employee death has occurred, and whether the death is accidental or felonious. DO NOT USE NAMES ON RADIO.
 - 3. Upon notification that an employee's death has occurred, the dispatcher will immediately notify the Chief of Police. If radio is used for means of communication, DO NOT USE NAMES ON RADIO.
 - 4. The First officer on the scene will be responsible for a complete and detailed written report.
 - 5. First officer on scene will not leave scene until investigation of scene is complete or relieved by the Chief of Police.
- B. **Notification of Next-of-Kin:**
 - 1. Notification of Next-of-Kin will occur according to Chapter 7, Section 7.
- C. **Assisting the Family at the Hospital.**
 - 1. A member of this agency will be present the entire time the family is at the hospital and will arrange whatever assistance the family needs. (The crew that made the initial notification should be at the hospital).
 - 2. Arrangements will be made for transportation of the family back to their residence.
 - 3. Arrangements will be made for all medical bills relating to the services rendered to the deceased employee to be sent to this agency. The family should NOT receive any of these bills at their residence address.
- D. **Family Support**
 - 1. A Department Officer will immediately be appointed to the critical assignment of liaison officer. This position will not be a decision-making position, but will be in the role of "facilitator" between the family and this agency. The liaison officer will:
 - a. Ensure the needs of the family come before the wishes of the department;
 - b. Meet with the family and tell them what his responsibilities will be during this time;
 - c. Meet with the family regarding funeral arrangements. The liaison officer should make the family aware of what the department can offer in the way of assistance if the family decides to have a "law enforcement funeral";
 - d. Know all the information concerning the death and the continuing investigation to answer family questions;
 - e. Provide as much assistance as possible, oversee arrangements for travel and lodging for out-of-town family members;

- f. Be constantly available to the family;
- g. See that the surviving parents are afforded recognition and will have proper placement arranged for them during the funeral and funeral procession;
- h. See that the family is briefed on the funeral procedure (i.e., 21-gun salute, presentation of flag, playing of taps, pallbearers, funeral procession, etc.);
- i. See that a “family support group” (officers’ wives and others) are assigned the responsibility of seeing that the home is prepared for the influx of visitors and that ample food is available. Babysitting needs for all family members should be met. Have someone screen phone calls. Make sure someone is always at the residence; Coordinate pallbearers, ushers, and 21-gun salute manpower requirements with other law enforcement agencies if the family desires a “law enforcement funeral”;
- j. Make available department patrol vehicles to the family if they desire transportation to and from the funeral home; and
- k. Provide information and assistance to obtain benefits to the surviving family.
- l. The same person appointed as liaison officer for family support will be appointed as a “benefits coordinator” after the funeral to gather information on all benefits/funeral payments available to the family. This officer will be responsible for assisting with filing appropriate paperwork and following up with the family to determine whether these benefits are being received.

The benefits coordinator will visit the family a few days following the funeral and give them a list of the benefits due, who to contact at the various benefits offices, and when they can expect payment of the benefits. Benefits will differ with each individual, and depending on whether death was felonious or accidental, but all the following benefit sources should be explored:

 - i. Workers compensation;
 - ii. Federal public safety officer death benefit, 42 USC 3796
 - iii. State public safety officer death benefit;
 - iv. Personal life insurance;
 - v. Educational benefits for dependent children;
 - vi. Social Security;
 - vii. Veterans Administration; and
 - viii. Contractual benefits.

SECTION 19
MENTAL ILLNESS – SUBSTANCE ABUSE

PURPOSE: The purpose of this policy is to provide the procedures to be followed for the emergency detention of a person believed to be seriously mentally ill and dangerous to their own health or that of others.

POLICY: It shall be the policy of the Department to follow the procedures detailed in Chapter 229, Sections 11 and 22 of the Iowa Code for the emergency detention of persons believed to be suffering from serious mental impairment. Any officer having reasonable grounds to believe that a person is mentally ill and because of that illness is likely to injure him/herself or others if not immediately detained, may be taken into custody without a warrant.

PROCEDURES:

- A. When a person is taken into custody because of a mental illness, the Officer shall arrange for immediate medical examination by a physician at Mercy Hospital in Iowa City, Iowa or University of Iowa Hospital in Iowa City, Iowa.
- B. The Officer shall describe for the physician the circumstances leading to the belief that the person is mentally ill.
- C. The Officer shall describe, and upon the determination by the physician that the person shall be detained, the Officer shall assist hospital personnel in placing the person in a room at the hospital designated for such persons until a magistrate can be summoned.
- D. In the event the hospital cannot accept the person or refuses to accept them for any reason, a judicial magistrate or judge shall be contacted and requested to initiate proceedings for an involuntary commitment to a facility chosen by the medical doctor and/or the judicial authority.
- E. An application for Involuntary Hospitalization due to a serious mental impairment or a substance –related disorder pursuant to Iowa Code 229.6 will be prepared and submitted to a Magistrate or other Judicial Authority. The medical doctor will assist the judicial authority in determining if the person is to be committed for serious mental illness or substance-related disorder.
- F. The court will determine where the person will be committed to and determine if the person is to be transported by Sheriff's Department or by ambulance.

SECTION 20

VEHICLE IMPOUNDMENTS AND INVENTORY

PURPOSE: To establish the procedures for the impoundment of vehicles by this Department.

POLICY: To ensure that all vehicles and contents, especially valuables therein, which for any reason are impounded by members of the Department shall be cared for until claimed by the registered owner or the designee of the registered owner.

PROCEDURES:

- A. Whenever the driver of a vehicle is placed under arrest and taken into custody, the officer will inform the driver that his or her vehicle will be towed at their expense unless the driver can make other immediate arrangements for another to take possession of the vehicle.
 - 1. An exception is if the driver requests that his or her vehicle be secured at the scene and is not in violation of any parking laws or ordinance.
 - 2. Officers shall not drive a vehicle of a person that is under arrest but shall call a tow truck if the vehicle is to be moved.
 - 3. Officers shall not permit the arrestee to drive his or her vehicle.
- B. Whenever an officer legally stops a motor vehicle and finds that the operator can not provide security against liability the officer may proceed with one of the options listed below:
 - 1. Issue a warning memorandum to the driver;
 - 2. Issue a citation to the driver;
 - 3. Issue a citation and remove the motor vehicle's license plates and registration receipt. Upon removing the license plates and registration receipt, the peace officer shall deliver the plates for destruction, as appropriate, and forward the registration receipt and evidence of the violation, as determined by the department, to the county treasurer of the county in which the motor vehicle is registered. The motor vehicle may be driven for a time period of up to forty-eight hours after receiving the citation, solely for the purpose of removing the motor vehicle from the highways of this state, unless the driver's operating privileges are otherwise suspended. After receiving the citation, the driver shall keep the citation in the motor vehicle at all times while driving the motor vehicle as provided in this subparagraph, as proof of the driver's privilege to drive the motor vehicle for such limited time and purpose; or
 - 4. Issue a citation, remove the motor vehicle's license plates and registration receipt, and impound the motor vehicle. The peace officer shall deliver the plates for destruction, as appropriate, and forward the registration receipt and evidence of the violation, as determined by the department, to the county treasurer of the county in which the motor vehicle is registered.
- C. A motor vehicle which is impounded may be claimed by a person if the owner provides proof of financial liability coverage and proof of payment of any applicable fine and the costs of towing and storage for the motor vehicle. If the motor vehicle is not claimed

within ten days after impoundment, the motor vehicle may be treated as an abandoned vehicle pursuant to section 321.89.

- D. If a person is under arrest and is operating a motor vehicle and cannot prove security against liability the vehicle will be impound and towed by this department.
- E. When the Department receives a complaint or discovers an abandoned vehicle on any roadway, in violation of the West Branch Municipal Code, Code of Iowa, or any other law an effort to contact the vehicle owner will be made. The owner, if able to be contacted, shall be directed to move the vehicle and told that failure to do so will result in the vehicle being towed at the owner's expense.
- F. When the officer has reason to believe the vehicle constitutes an immediate traffic hazard he or she will have the discretion to tow and impound the vehicle immediately.
- G. When a vehicle is discovered to be in violation of registration laws, it shall be towed and impounded unless other immediate arrangements can be made.
- H. Members of the Department that impound vehicles shall inventory all vehicles and complete a Vehicle Impoundment and Inventory Record form for each vehicle.
- I. A Vehicle Impound Notification Form will be served on the registered owner or operator of the vehicle at the time of arrest/impound. If the vehicle is impounded and a person is not readily available to serve, the impounding officer will make contact with the registered owner and serve the registered owner in person. Other officers in the Department may be utilized for attempting this service. If a personal service is unable to be accomplished, the officers will send the notice via U.S. Certified Mail.
- J. The registered owner or designee will be held responsible for the cost of towing a vehicle.
- K. In criminal investigation cases which require that the vehicle be towed and impounded, all costs will be paid by the Department unless the owner of the vehicle is a suspect in the criminal activity.
- L. A member of the Department may not release any vehicle until:
 - 1. The vehicle and contents are no longer needed as evidence.
 - 2. All towing fees, parking ticket fines, and other expenses have been paid by the owner or the owner's designee.
 - 3. The Vehicle Impoundment and Inventory Record form has been completed and signed.
 - 4. The vehicle is legally registered and in safe operating condition. (Vehicles which are not registered correctly or are unsafe must be trucked or towed in compliance with state law).
 - 5. Security against liability has been proven if the vehicle is to be driven from impound.
 - 6. It is made sure that the vehicle is not being held by the Department pending forfeiture proceedings.
- M. Contents of a vehicle may not be released unless:
 - 1. The contents are known to belong to a passenger that was not arrested or charged during the incident, or another person.
 - 2. The contents, if not released, would create risk to another's safety and welfare i.e.,- Medications, child safety seats, etc.
 - 3. The contents are a financial instrument that would not be subject to forfeiture proceedings (i.e., check book, debit card or credit card).

- N. The Vehicle Impoundment and Inventory Record, the vehicles registrations information, and a copy of the Impoundment Notice Form shall be filed with the offense report if one is assigned. If there is no related report file, one will be created under the suspects or registered owner's name for further reference in regards to this incident.
- O. Entry will be made into the vehicle tow log, of all vehicles towed or impounded by the department. This will be done by the officer ordering the impoundment. If a vehicle is towed by a private citizen or requested by another agency, this department will not make record of the tow in the tow log or take responsibility for the tow.
- P. Any and all vehicles impounded by this department will be towed to and held at the designated City Impound Lot.

SECTION 21 TRAFFIC STOP PROCEDURES

POLICY: Since no two traffic stops are exactly alike, the following guidelines are recommended to provide for officer safety when stopping and approaching traffic law violators. Officers are expected to exercise discretion based upon their training and experience. Officers will remain aware of officer safety factors at all times.

PROCEDURE:

A. Suggested procedures for officers initiating a traffic stop are:

1. Officers shall only initial traffic stops when they have a legal reason to do so.
2. Location should be chosen carefully.
 - a. Every effort should be made to effect a stop in a location that provides reasonable safety, including ample space and sufficient lighting.
 - b. When possible, avoid making stops in traffic congested areas, on overpasses or in underpasses, and at intersections, where the stop will contribute to congestion problems.
 - c. The officers shall also avoid making the stop in locations like private drives or where a large volume of spectators is likely to gather.
3. Officers will notify the communications center of the location of the stop and the license plate number and description (color, make and model) of the violator's vehicle prior to making contact with the violator. The notice will take the form of: LOCATION, REGISTRATION, APPROXIMATE YEAR, COLOR, MAKE/MODEL, and LOCATION. Example: 3200 South Cicero, MID-80'S RED CHEVROLET CAMARO, 3250 SOUTH CICERO.
 - a. The communications center will run a registration plate inquiry on the suspect vehicle.
 - b. If the REGISTRATION PLATE response indicates a problem (hit), such as a reported stolen vehicle, wanted on warrant, etc., the communications center will advise the officer and will dispatch back-up assistance.
 - c. If the REGISTRATION PLATE hit information becomes available after the stop is initiated, the dispatcher will inquire "10-61" (Isolate yourself for confidential radio traffic). The officer will respond either "STAND BY" or "GO AHEAD." If the officer responds "STAND BY," he will isolate himself as quickly as possible and advise the communications center when he is ready to receive the information.
 - d. The communications center will dispatch a back-up unit as soon as REGISTRATION PLATE hit information is available.
 - e. The officer may, in the interest of officer and citizen safety, initiate the stop as a High Risk/Felony Stops).
4. Once location has been chosen and the officer is ready to pull the vehicle over, the officer shall activate the emergency lights to signal the violator to stop. The horn or siren may be used if necessary.
5. Once the violator has stopped the Officer shall position the patrol vehicle behind the violator's vehicle and offset two to three feet to the left.

6. The officers shall observe the occupants of the stopped vehicle briefly before exiting the patrol vehicle. Use high beam headlights and/or the spotlight at night to illuminate the interior of the vehicle and protect the officer. Care must be utilized when using these lights so that other drivers sharing the highway are not “blinded” by these lights.
7. The officer shall consider weapon readiness on every stop.
8. While the officer will normally approach the stopped vehicle from the driver’s side, the officer may, for safety reasons, approach from the passenger side of the vehicle.
9. Officers will request the violator to remain in the stopped vehicle.
10. Officers will not permit the violator to enter the police vehicle, unless a custodial arrest is being made.
11. While approaching the violator’s vehicle, the officer should be observant for anything that does not appear normal. The officer will be observant of any movements from inside the vehicle.
12. The officer should observe the trunk lid, and assure himself that it is closed and locked.
13. The Officer shall greet the violator in a courteous manner and shall be professional at all times.
14. While speaking to the violator, the officer should stand as close as possible to the vehicle and to the rear of the driver.
15. Whenever possible, the officer should check the violator’s driver’s license and wanted status through the communications center.
16. If an officer reasonably believes that his or citizens’ safety is in danger, or that passengers are engaging in criminal activity, he may run a computer check on passenger(s)’ identification.
17. While writing a citation, the officer should observe the violator as much as possible to ensure the status of the stop has not changed.
18. When returning to the violator’s vehicle to issue the citation, the officer must again be alert for any suspicious movements or actions inside the vehicle.
19. Allow the stopped vehicle to re-enter traffic before leaving and deactivating the emergency lights.
20. THE OFFICER WILL ALWAYS ADVISE COMMUNICATIONS OF THE DISPOSITION OF THE STOP.
21. The officer will then advise communications that he is back in service (or other status).

B. Traffic Violations-Off Duty:

1. Enforcement of traffic laws, except felony hit and run or obviously dangerous drunk driving, should generally be left to Officers on duty.
2. Obtain the license plate and description of the vehicle and call the information into the dispatcher, if the Officer is unable to safely make and arrest.
3. When off duty, the Officer should not attempt to “pull over” or cite individuals for moving traffic violations. If the Officer feels it is a very serious violation and they can obtain the license plate and identify the driver they can always obtain a warrant for the person at a later date.
4. An Officer should never attempt to cite any vehicle for parking violation while off duty.

5. When involved in a traffic accident while off duty, Officers should not assert their official authority and try to arrest the other driver.

SECTION 22

OFFICER CONDUCT WITH TRAFFIC VIOLATORS

PROCEDURE:

- A. There are two objectives which the officer seeks to achieve when making traffic stops.
 - 1. The first objective is to safely take appropriate enforcement action.
 - 2. The second objective is to favorably alter the violator's driving behavior.
- B. Officers will attempt to make each contact educational, and will attempt to leave the violator with the impression that the officer has performed a necessary task in a professional and courteous manner.
- C. The following procedures should be used when an officer is communicating with a violator:
 - 1. Be alert at all times for the unexpected.
 - 2. Be certain that the observations of the violation were accurate.
 - 3. Present a professional image in dress, grooming, language, bearing, and emotional stability.
 - 4. Have the necessary forms available.
 - 5. Decide on the appropriate enforcement action based on the driving violation.
 - 6. Greet the violator in a courteous manner.
 - 7. Inform the violator of the reason for the stop, the traffic law that has been violated and the intended enforcement action.
 - 8. Obtain the violator's driver's license, vehicle registration and proof of insurance.
 - 9. Obtain other identification if the driver has no driver's license.
 - 10. Allow the driver to reasonably discuss the violation.
 - 11. Complete the required forms if issuing a citation.
 - 12. Make sure the violator knows when and where to appear if a court appearance is required. Explain alternatives to court appearance, if appropriate.
 - 13. Violators will be advised of their various bonding options.
 - 14. Be alert for signs of impairment or emotional stress exhibited by driver.
 - 15. If necessary, assist the violator in re-entering the traffic flow.

SECTION 23

TRAFFIC CITATIONS AND WARNINGS

POLICY: The issuing of a citation or a warning should be left up solely to the officer at his discretion. Keeping in mind the severity of the infraction and the repetitive occurrence of the same violation should also have some bearing on whether a citation or warning should be issued. Citations are used to change a negative behavior in which a person operates a motor vehicle by means of a fine.

PROCEDURES:

A. Warnings:

1. Written warnings should be considered as a tool to let the violator know of the offense he or she has violated the law, and should change their driving behavior. Written warning should not be issued to the same person time after time.
2. The issuance of verbal warnings shall not be used as a tool of deterrent from violating the law with this Department.

B. Voiding Tickets:

1. No officer shall void a parking or traffic violation ticket made by another officer.
2. No officer may void a parking ticket or traffic violation ticket written by the officer without justification and advising the Chief of Police of said reasons.
3. Chief of Police will have the right to override any ticket or citation written by a West Branch Police Officer.

SECTION 24

EVIDENCE AND PROPERTY POLICY

PURPOSE: This policy is to insure uniform handling of property coming into the possession of the West Branch Police Department and to establish proper procedures for submitting evidence to the laboratory for scientific examination, and chain of evidence custody to satisfy ALL legal requirements.

POLICY: Each officer or employee of the Department shall in all instances when articles of physical evidence, found items, and items taken for safekeeping are received by them, place the article in an evidence bag or secure an evidence tag securely thereto, and submit the article to the Property/Evidence officer.

PROCEDURE:

- A. Any article small enough to be contained in an evidence bag shall be sealed in an evidence bag and a completed evidence card attached or enclosed.
- B. Any item too large for evidence bags shall be tagged with a completed computer generated evidence label that is securely attached to the item.
- C. The Property/Evidence officer shall have the right to refuse any article that is submitted if it is not properly packaged and/or identified.
- D. The Property/Evidence officer shall keep complete up-to-date records on all items received by him/her and dispositions.
- E. Items to be submitted to the Iowa Crime laboratory or the Federal Bureau of Investigation laboratory for analysis shall be prepared by the Property /Evidence Officer or the investigating officer, as agreed.
- F. In the event an item of evidence is needed for a trial, the officer shall:
 1. Report to the Property/Evidence officer prior to the time the evidence is needed in court.
 2. Sign the evidence out, maintaining the chain of custody.
 3. Once the evidence has been introduced in court, and it is determined that the item is no longer necessary to the case, or the case has been terminated, the officer shall notify the Property/Evidence officer upon the return of the evidence to permit disposal.
 4. Officers shall avoid submitting items to the Property/Evidence officer which have no evidentiary value or are not found items held for safekeeping.
- G. In the event the Property/Evidence officer is unavailable to receive items, a member shall secure evidence in the designated area. The Property/Evidence officer will, upon coming on duty, transfer the evidence to inner lock-up.
- H. All items found or seized shall be properly labeled and secured in a designated evidence holding location.

SECTION 25 LINEUPS, SHOW-UPS & PHOTOGRAPHIC IDENTIFICATION

PURPOSE: It is the purpose of this policy to establish guidelines for the use of eyewitness identifications involving Show-ups, photographic identifications and lineups.

POLICY: Eyewitness identification is a frequently used investigative tool. As such, officers shall strictly adhere to the procedures set forth here in order to maximize the reliability of identifications, minimize unjust accusations of innocent persons and to establish evidence that is reliable and conforms to established legal procedure.

DEFINITIONS:

- A. **Show-up:** The presentation of one suspect to an eyewitness in a short time frame following commission of a crime.
- B. **Lineup:** The presentation of a number of individuals, including the suspect simultaneously before an eyewitness.

PROCEDURES

- A. **Show-ups:** Many courts have suppressed identification evidence based on the use of show-ups because of the inherent suggestiveness of the practice. Therefore, the use of show-ups should be avoided whenever possible in preference for the use of a lineup. However, when exigent circumstances require the use of show-ups, the following guidelines should be followed:
 - 1. They Should not be conducted when the suspect is in a cell or dressed in jail clothing.
 - 2. Never make suggestive statements that may influence the judgment or perception of the witness;
- B. **Lineups:** The primary investigating officer shall be responsible for:
 - 1. Scheduling the lineup on a date and at a time that is convenient for all concerned parties, to include the prosecuting attorney, defense counsel, and all witnesses;
 - 2. Fulfilling the necessary legal requirements for transfer of the subject to the lineup location should he or she be incarcerated at a detention center, make timely notice to the detention center concerning the pickup and make arrangements for picking up the prisoner;
 - 3. Making arrangements to have four to six other persons act as "fill ins" at the lineup who are of the same race, sex, and approximately height, weight, age and physical appearance and who are similarly clothed.
 - 4. The officer in charge of conducting the lineup shall:
 - a. Ensure that the prisoner has been informed of his or her right to counsel if formal charges have been made against him or her, and also ensure that he or she has the opportunity to retain counsel or request that one be provided;
 - b. Obtain a written waiver on the prescribed Departmental form should the prisoner waive his or her right to counsel;
 - c. Allow counsel representing the accused sufficient time to confer with his or her client prior to the lineup and observe the manner in which the lineup is conducted;
 - d. Advise the accused that he or she may take any position in the lineup which he or she prefers and may change positions prior to summoning a new witness;

- e. Ensure that all persons in the lineup are numbered consecutively and are referred to only by number;
- f. Ensure that a complete written record and videotape recording of the lineup proceedings is made and retained;
- g. Ensure that witnesses are not permitted to see nor are they shown any photographs of the accused immediately prior to the lineup;
- h. Ensure that not more than one witness views the lineup at a time and that they are not permitted to speak with one another during lineup proceedings;
- i. Scrupulously avoid using statements, clues, casual comments or providing unnecessary or irrelevant information that in any manner may influence the witness's decision-making process or perception.

SECTION 26 RACIAL PROFILING

PURPOSE: To state that racial profiling by members of this Department in the discharge of their duties is unacceptable, to provide guidelines that will prevent racial profiling from occurring, and to protect law enforcement officers from unfounded accusations when they are acting within the parameters of the law and Department policies.

POLICY: It is the policy of this Department to patrol in an appropriate manner, to investigate suspicious persons and circumstances, and to enforce all applicable laws, while also only detaining citizens when reasonable suspicion exists to indicate they have committed, are committing, or are about to commit a crime or if there is another appropriate and articulated reason for the contact. All police contact, including arrests, searches, and request for forfeiture of property shall be based solely on the facts of the situation and not with regard to any protected class.

PROCEDURE:

- A. Officers shall receive ongoing training that includes officer safety, courtesy, diversity training, and interpersonal communication skills. Training programs will emphasize the rights of all citizens to be free from unreasonable government intrusion.
- B. When creating assignments for patrol, the Department will direct its efforts to areas where the police will have the most impact on reducing crime and/or complaints and assisting with traffic issues.
- C. When a complaint is made, if there is no specific or credible report containing a physical description of an individual, a person's race, ethnicity, gender, or any other status in a protected class shall not be a factor in determining probable cause or an arrest or reasonable suspicion for a stop.
- D. The Chief of Police shall conduct consistent, ongoing supervisory supervision to ensure that officers do not go beyond the parameters of reasonableness in conducting traffic stops, arrests, and other matters.
- E. Officers with videos in their vehicles or body-worn cameras shall activate their video prior to any citizen interaction and shall not stop the recording until the interaction is over.
- F. Any citizen, once cited or warned, shall not be detained beyond the point where there exists no reasonable suspicion of further criminal activity.
- G. No individual and/or his/her property shall be searched without following the search and seizure policies listed in this manual.
- H. Any person may file a complaint with the Department if he or she feels he or she was stopped or searched because of their status in a protected class. No person shall be discouraged from filing such a complaint or discriminated or retaliated against because he or she filed such a complaint. All complaints will be addressed pursuant to Chapter 03, Section 02.

SECTION 27

RECORDS RETENTION

PURPOSE: To establish a policy and provide guidance for record retention in the West Branch Police Department.

POLICY: All records shall be retained for an appropriate amount of time as described in the procedures below.

PROCEDURES:

- A. All personnel records including displace, promotion, demotion, training, and awards records shall be maintained for at least five (5) years following the termination (voluntary or involuntary) of any employee.
- B. All employee time records, accounting records, and payroll records shall be maintained for five (5) years.
- C. All records related to internal affairs investigations shall be maintained permanently.
- D. All significant exposure reports and insignificant exposure reports shall be maintained permanently.
- E. All records related to the arrest book including the arrest book shall be maintained permanently.
- F. All records related to and including investigation reports and accident reports shall be maintained permanently.
- G. All pawn reports shall be maintained for seven (7) years.
- H. All noise permits and keg permits shall be maintained for five (5) years.
- I. All policies and procedures manual updates records shall be maintained permanently.
- J. All liability release forms shall be maintained permanently.
- K. All studies and surveys shall be maintained for a minimum of five (5) years, however, all studies and surveys shall be evaluated prior to being destroyed to determine their continued usefulness to the department.
- L. All State of Iowa Grant reports and Federal Government grant reports shall be maintained for a minimum of five (5) years. If the grant requires that the record be maintained longer, it shall be maintained longer.

CHAPTER 06

EQUIPMENT USE

- Section 01 – Ballistic Vests
- Section 02 – Chemical Agent
- Section 03 – In-car Video
- Section 04 – Radio Procedures
- Section 05 – Unmarked Vehicles
- Section 06 – Vehicle Maintenance
- Section 07 – AED Procedures
- Section 08 – Use of Letterhead, paper, envelopes
- Section 09 – Use of Taser
- Section 10 – Vehicle Unlock Tools

SECTION 01 BALLISTIC VESTS

PURPOSE: To provide guidelines for all law enforcement officers of this agency to follow in wearing departmental issued ballistic vests and the dissemination, replacement or return of this property item.

POLICY: The critical mission of law enforcement services will often result in law enforcement officers being confronted with hazardous situations. These situations will sometime result in receiving or exchanging gunfire with suspects. A situation of this type is definitely a threat to officer safety/survival. This department recognizes this threat and in response has taken steps to reduce the risk of officer injury as a result of gunfire. It shall be the policy of this department to furnish ballistic vests to all law enforcement officers employed by this agency and to require that the vests be worn according to the procedures as outlined below.

PROCEDURES:

A. Mandatory requirements:

1. All law enforcement officers of this agency who have been issued a ballistic vest shall wear the vest at all times while on duty or when wearing the department uniform. Examples include:
 - a. Regular duty at the department
 - b. Extra duty at the department
 - c. Off duty employment (while wearing the police department uniform)

B. Exceptions to the mandatory requirement:

1. Exceptions to this rule will be reviewed should extenuating circumstances arise, such as the following examples:
 - a. Medical restrictions
 - b. Assignments in certain environmental conditions, such as extreme heat.
 - c. Other factors as deemed pertinent by a supervisor.
2. In each case where an exception might apply to the mandatory requirement rule, the officer requesting the exception authorization will forward the request, in the form of a memo, through the chain of command to the Chief of Police.
3. The request will be reviewed by each level of supervision, within the chain of command, before being forwarded to the next level.
4. Each supervisor reviewing the request will make a recommendation, based on their own assessment, and note their recommendation on the request memo.
5. The Chief of Police will make the final decision, whether or not to authorize the exception, based on the circumstances associated with each request.
6. The Chief of Police shall forward the final decision back through the chain of command to the requesting officer.
7. The response to the request will be in writing and will indicate either an approval or a denial and will also include any restrictions such as a time limit.
8. An exception may include a time limit in a situation such as a temporary medical condition.
9. Any exception request concerning a medical condition must be accompanied by documentation from a licensed physician.

10. The documentation must describe the medical condition and indicate an estimated time that the condition will prohibit the employee from wearing the vest.
11. In the event an exception applies, body armor shall not be stored in a trunk or other compartment of a vehicle. It shall be stored in a manner where it is readily available, such as on the passenger seat in the vehicle.

C. Dissemination:

1. The supplier of the vests (or comparable service) will be required to measure each employee receiving a vest to ensure proper fit of the product.
2. The Chief of Police, or his/her designee, will be responsible for the distribution of the ballistic vest that shall be distributed in the same manner as other department issued property items.
3. Any officer will be allowed to purchase their own vest if he or she so desires. However, it will be necessary to obtain approval of the vest specifications prior to making the purchase.
4. A request to purchase a vest, along with the vest specifications, shall be submitted by the officer making the request through the chain of command to the Chief of Police, or a designee, for approval or denial.
5. A response (approval or denial) to a purchase request will be returned to the submitting officer through the chain of command.
6. Officers shall maintain their vests in a clean and serviceable condition. The Chief or his/her designee may inspect vests at any time to ensure they are in sufficient condition.
7. Cleaning of the vests shall be done in accordance with the manufacturer's recommendations.

D. Replacement:

1. Each vest will be replaced on or before the expiration date as listed either on the vest or as furnished by the manufacturer. The expiration date refers to the date that the vest is no longer considered as being effective.
2. The Chief of Police, or his/her designee, when issuing a ballistic vest, will document the expiration date and maintain this information in the personnel file of each officer. A vest expiration list will also be maintained to track expiration dates for notification purposes.
3. When an officer believes his/her vest is going to expire, he or she will report to the Chief of Police, or as otherwise instructed, for the purpose of arranging for a vest replacement. This notification should be made prior to the budget planning session for the year in which the vest will expire.
4. If a vest is required to be replaced because of damage, the officer shall provide the vest along with a written account describing the damage and how it occurred to the Chief or his/her designee. The Chief will determine if the vest can be repaired or if it must be replaced.
5. Officers shall be required to replace their own vests under the following circumstances (1) damages caused by the officer's negligence; (2) wear due to the officer's failure to maintain the vest or (3) test or loss due to the officer's negligence.

E. Return of departmental property:

1. Each officer issued a ballistic vest is required to properly care for this property item as so stipulated by policy concerning departmental property.

2. Any officer of this department whose employment is terminated for any reason shall be required to return a ballistic vest to the Chief of Police, or his/her designee as so stipulated by policy concerning departmental property.

SECTION 02 MOBILE VIDEO/AUDIO RECORDING EQUIPMENT

POLICY: Mobile video/audio recording (MVR) equipment has been demonstrated to be of value in the prosecution of traffic violations and related offenses, in evaluation of officer performance as well as in training. In order to maximize the utility of this equipment in these and related areas, officers shall follow the procedures for MVR equipment use as set forth in this policy.

PROCEDURES:

- A. **Program Objectives** - This agency has adopted the use of in-car video/audio recording systems in order to accomplish several objectives, including:
 - 1. Accurate documentation of events, actions, conditions and statements made during arrests and critical incidents, so as to enhance officer reports, collection of evidence and testimony in court; and
 - 2. The enhancement of this agency's ability to review probable cause for arrest, arrest procedures, officer and suspect interaction, and evidence for investigative purposes, as well as for officer evaluation and training.
- B. **Operating Procedures** - Officers shall adhere to the following procedures when utilizing MVR equipment:
 - 1. MVR equipment installed in vehicles is the responsibility of the officer assigned to that vehicle and will be maintained according to manufacturer's recommendations.
 - 2. Prior to each shift, officers shall determine whether their MVR equipment is working satisfactorily and shall bring any problems at this or other times to the attention of their immediate supervisor as soon as possible. This includes if a tape needs to be changed.
 - 3. MVR equipment will automatically activate when the vehicle's emergency warning devices are in operation. The equipment may be manually deactivated during non-enforcement activities such as when protecting accident scenes from other vehicular traffic.
 - 4. Whenever equipment is manually deactivated, officers shall properly document the reasons for this action.
 - 5. Whenever possible, officers should ensure that MVR equipment is operating in order to record traffic stops or other enforcement actions. In so doing they will ensure that:
 - a. The video recorder is positioned and adjusted to record events;
 - b. The MVR is not deactivated until the enforcement action is completed; and
 - c. Their wireless microphone is activated in order to provide narration with the video recording to explain the reason for their current or planned enforcement action.
 - 6. Where possible, officers shall also use their MVR equipment to record the actions of suspects during interviews, when undergoing sobriety checks or when placed in custody if the recording would prove useful in later judicial proceedings and the circumstances at crime and accident scenes or other events such as the documentation of evidence or contraband.
 - 7. Officers shall not erase, reuse or in any manner alter MVR tapes.

8. Officers shall ensure that they are equipped with an adequate supply of videotapes to complete their tour of duty.
 9. All completed tapes shall be properly labeled and identified prior to being submitted with related documentation at the end of the officer's tour of duty.
 - a. Patrol vehicle number
 - b. Date put in the patrol vehicle's recorder
 - c. Officer who put in the new tape
 - d. Date removed from the patrol vehicle's recorder
 - e. Officer who removed the tape
 10. Officers are encouraged to inform their supervisor of any videotaped sequences that may be of value for training purposes.
 11. Officers will note in incident, arrest and related reports when video/audio recordings were made during the incident in question.
 12. Officers will use videotapes as issued and approved by this agency.
- C. Tape Control and Management:**
1. MVR tapes containing information that may be of value for case prosecution or in any criminal or civil adversarial proceeding shall be safeguarded as other forms of evidence. As such, these videotapes will be subject to the same security restrictions and chain of evidence safeguards as any other evidence; not be released to another criminal justice agency for trial or other reasons without having a duplicate copy made and returned to safe storage; and will not be released to agencies other than bona fide criminal justice agencies without prior approval of the Chief of Police.
 2. Tapes not scheduled for court proceedings or other adversarial or department uses shall be maintained for a minimum of six months. All tapes shall be maintained in a manner that allows efficient identification and retrieval. After a six-month period has elapsed, the tapes may be erased.
 3. No videotapes shall be reissued for operational use unless completely erased by designated personnel in this agency.

SECTION 03 BODY WORN CAMERA POLICY

PURPOSE: To provide the Department directions and standards on the use of Body Worn Cameras (“BWC”) by officers of the Department.

POLICY: The Department is committed to protecting the safety and welfare of the public as well as its members. All members using BWCs will use them as stated in this directive.

PROCEDURES:

A. **Equipment** - The BWC program will utilize the following:

1. A body-worn camera system consisting of a camera and controller/battery pack in one.
2. A storage and retrieval system.

B. **General Information:**

1. BWCs are mandatory equipment for all uniformed and some select non-uniformed members under specified circumstances within the Department.
2. The BWCs provide both visual and audio recording.
3. Officers will be assigned a specific BWC by serial number.
4. There is no expectation of privacy for Department employees related to incidents recorded with BWCs. Supervisors and internal investigators may request to review the digitally recorded data from the BWC system. Any digitally recorded data created by the BWC system may be used without a Department member’s permission for any official Departmental purpose.
5. The surreptitious audio recording of a private conversation is prohibited by law (i.e. without a search warrant). Officers may only record when they are a participant in the encounter, and where they are acting in an official law enforcement capacity. Surreptitious, for purposes of this policy, means obtained or made by stealth or deception, or executed through secrecy or concealment. A private conversation is any oral communication between two or more persons, whether in person or transmitted between the parties by wire or other means, *where the officer is not a known participant in the conversation* and where the participants reasonably expect the conversation to be of a private nature under the circumstances. A reasonable expectation shall include any expectation recognized by law, including, but not limited, to an expectation derived from a privilege, immunity, or right established by common law, Supreme Court rule, or the Iowa or United States Constitution.
6. All digitally recorded data created by the BWC will be retained until the incident is resolved, including any appeal, and until the statute of limitations on the incident has run.
7. Department employees assigned a BWC are authorized to view their own recordings, but only from a Department computer at a Department facility. Department employees are reminded not to share their unique access credentials with other users. All evidence access is tracked.
8. Department supervisors are authorized to view all recordings, but only from a Department computer at a Department facility. If an employee needs to access a

video that he or she did not take, he or she shall request access to the video from his or her immediate supervisor.

9. In general, minor infractions and minor deviations from Department policy observed through the review of digitally recorded data will not be subject to the disciplinary process and will be treated as a training opportunity.
10. If an officer is also provided a MVC system, the officer will follow both the In-Car Video Systems directive and this directive.

C. Recording Guidelines:

1. Department employees will use only Department-issued video/audio recording equipment. Department members shall not record on their personal devices, i.e., a personal cell phone.
2. Department employees are permitted to record individuals:
 - a. if they are on the public way or in the public view;
 - b. in private residences or in other places where a reasonable expectation of privacy exists and there is a lawful reason for the presence of law enforcement officers.
 - c. during routine calls for service.
3. Officers shall have their BWC on their person at all times while on duty. Officers shall not keep their BWCs on at all times, rather, they should ensure that their BWCs are available to be activated at any time.
4. Department members assigned a BWC will activate the system to event mode to record the entire incident for all:
 - a. routine calls for service;
 - b. investigatory stops;
 - c. traffic stops;
 - d. foot and vehicle pursuits;
 - e. emergency driving situations;
 - f. emergency vehicle responses to in-progress or just-occurred dispatches where fleeing suspects or vehicles may be captured on video leaving the crime scene;
 - g. high-risk situations, including search warrants;
 - h. situations that may enhance the probability of evidence-based prosecution;

NOTE: If victims of incidents that are sensitive in nature request not to be recorded, the member will comply with the request and disengage the BWC consistent with item VI-G-NOTE of this directive.

- i. situations that the member, through training and experience, believes to serve a proper police purpose, for example, recording the processing of an uncooperative arrestee.

NOTE: Sworn members will not unreasonably endanger themselves or another person to conform to the provisions of this directive.

5. During the recording of an incident, officers shall not disengage the BWC until the entire incident has been recorded or when further recording of the incident will not serve a proper police purpose. In the event of an arrest, the incident is concluded when the subject is transported to the jail. In the event an officer does disengage his/her BWC the officer will verbally state the justification of any disengagement of the BWC system prior to the entire incident being recorded before disengaging the BWC. Upon disengagement, the officer will notify his/her immediate supervisor.

Additionally, if a case report is completed, the officer will document the justification in the narrative portion of the report.

6. Prohibited Recordings. The BWC will not be used to record:
 - a. in locations where a reasonable expectation of privacy exists, such as dressing rooms or restrooms, unless required for capturing evidence.
 - b. sensitive exposures of private body parts, unless required for capturing evidence.
 - c. personal activities or other Department members during routine, non-enforcement-related activities.
 - d. inside medical facilities, except when a situation arises that the member believes to serve a proper police purpose. Members will be aware of patient privacy rights when in hospital settings.

D. Operational Procedures - Department members shall adhere to the following requirements:

1. At the beginning of the tour of duty:
 - a. sign-out their assigned BWC on the Personal Equipment Log;
 - b. visually and physically inspect the BWC and ensure that it is fully charged and operational;
 - c. ensure the BWC is securely attached to the member's person; and
 - d. ensure the BWC is available for recording.
2. During the tour of duty:
 - a. record events consistent with this directive; and
 - b. annotate all reports, including Contact Information Cards prepared for an event which has been recorded by listing "BWC Recorded Incident".
3. At the conclusion of a tour of duty:
 - a. return the BWC to the designated Department member who will ensure it is placed in an open slot on the docking station for uploading of captured media and charging of the power unit; and
 - b. sign-in the BWC on the Personal Equipment Log.
4. Persons assigned to supervise Department members using a Department-issued BWC will ensure:
 - a. Department members are using the BWC consistent with this directive.
 - b. The manufacturer or related customer support is contacted and a ticket number is obtained whenever any member is unable to use the BWC or download digitally recorded data due to technical problems.
 - c. An investigation is initiated when notified of a missing, lost, or damaged BWC.

E. Viewing Digitally Recorded Data: All digitally recorded data created with the BWC are the property of the West Branch Police Department. **Dissemination of any digitally recorded data outside the Department is strictly prohibited without specific authorization by the Chief of Police or an appointed designee.**

1. Supervisors will ensure:
 - a. all authorized Department employees have access to the evidence storage system for all official purposes.
 - b. any non-departmental agencies (i.e. the County Attorney, City Attorney, City Administrator) with authorization to view digitally recorded data stored in the system have the required access.

- c. Unauthorized duplicating, capturing, or disseminating of audio or video from BWC footage is strictly prohibited. For example, Department employees are authorized to view their own BWC footage on a Department workstation but may not record this footage with a cell phone, camera, or other method. Footage may NOT be transferred to any computer or other portable device or otherwise e-mailed, transferred, or copied without the authorization of the Chief of Police or designee.
2. If the digitally recorded data requires viewing before it is uploaded to the evidence storage system:
 - a. the BWC in question will be taken to the police station from which it was issued; and
 - b. the Watch Commander will contact technical support for advice on accessing the recording.

F. Retention Of Video Material:

1. Except as otherwise provided herein, camera footage shall be retained for six (6) months from the date it was recorded, after which time such footage shall be permanently deleted.
 - a. Video footage shall be automatically retained for no less than two (2) years if any of the following apply:
 - i. The video footage captures images involving any use of force.
 - ii. The video footage captures images involving events leading up to and including an arrest or detention of a person.
 2. The video footage captures images involving an encounter about which a formal or informal complaint has been registered by a subject of the video footage.
 3. The law enforcement officer whose body camera recorded the video footage voluntarily requests retention, if that officer reasonably asserts the video footage has evidentiary or exculpatory value.
 4. Any law enforcement officer who is depicted in the video footage captured by another law enforcement officer voluntarily requests retention, if that officer reasonably asserts that the video footage has evidentiary or exculpatory value.
 5. Any superior officer requests retention of video footage, if that superior officer reasonably asserts that the video footage has evidentiary or exculpatory value.
 6. Any law enforcement officer voluntarily requests retention, if the video footage is being retained solely and exclusively for law enforcement training purposes.
 7. Any member of the public who is a subject of the video footage voluntarily requests retention.
 8. Any parent or legal guardian of a minor who is a subject of the video footage voluntarily requests retention.
 9. A deceased subject's next of kin or legally authorized designee voluntarily requests retention.
- G. Video footage shall be retained indefinitely while any litigation, whether criminal or civil, is ongoing or where said litigation remains a reasonable possibility. This includes situations where there has been a threat of litigation, or where it is reasonable to expect litigation and/or an appeal may ensue, regardless of whether the County Attorney and/or the City Attorney has requested retention of the video. Video that is the subject of an internal investigation shall also be retained indefinitely.

SECTION 04

RADIO PROCEDURES

PURPOSE: Communications is vital in the law enforcement profession because of the dangers involved in the work and also because officers are often counted on in emergencies to save or protect the lives of citizens within the community. To provide guidelines for all employees to follow in the use of the police radio equipment for the purpose of communicating law enforcement information.

POLICY: Law Enforcement Radio Stations are licensed by the Federal Communications Commission (FCC) and are required to follow the regulations of the FCC. All employees shall limit their use of the law enforcement radio to messages that pertain to the conducting of official law enforcement business.

DEFINITIONS: For purposes of this policy, Communications will be defined as: The transfer of an idea from the mind of one to the mind of another with understanding.

- A. **Communications:** The transfer of an idea from the mind of one to the mind of another with understanding.

PROCEDURES:

A. Instructions for Transmitting:

1. Pronounce words slowly and distinctly.
2. Whenever transmitting a message to an officer, refer to the officer by call number.
3. An officer in the field will use his/her call number prior to transmitting any information.
4. Always try to compose yourself and speak with as little emotion as possible.
5. Do not transmit until message is clearly in mind, but don't hesitate in emergency situations.
6. BREAK a lengthy message periodically, (especially a message having more than one part).
7. Keep mouth close to microphone and speak as if you were using a telephone, (do not shout).
8. Officers shall not develop and/or utilize personal codes for radio use.
9. Members shall not use profane or inappropriate language on air at any time.
10. Use the minimum number of words necessary to convey the message.
11. In describing persons, give the following information whenever possible:
 - a. Name
 - b. Color of Hair
 - c. Alias
 - d. Color of Eye
 - e. Race
 - f. Complexion
 - g. Sex
 - h. Scars or Tattoos
 - i. Age, (DOB)
 - j. Clothing description
 - k. Height

- l. Home Address
- m. Weight
- n. Felony-misdemeanor or reason for Broadcast.
12. Names of persons should be spelled and their initials coded (A-Adam; B-Boy; C-Charles, etc.) Unusual words will be spelled.
13. When transmitting numbers, group them in groups of three.
14. When an emergency exists, the officer with the emergency and the dispatcher WILL have first priority use of the radio until emergency traffic is concluded.
15. Officers not involved in the emergency shall not call with requests for information. By listening, officers can get the available information and if their assistance is needed, it will be requested.
16. Officers shall only give factual information when transmitting information and shall avoid any exaggeration.

B. Instructions for Receiving:

1. Keep radio on at all times when in or out of the unit. Radio shall be at an audible volume so that information may be heard and received.
2. If equipped with a portable radio, always make sure this equipment is on and operational when out and away from the unit.
3. Keep radio volume control on all equipment loud enough to easily be heard.
4. Have notebook and pencil so messages may be written.
5. Do not acknowledge receipt of message until the complete text is accurately known.

C. Alphabetical Word Code: *Employees shall use this word code when transmitting:*

- | | | |
|----------------|-----------------|-----------------|
| 1. A - Adam | 10. J - John | 19. S - Sam |
| 2. B - Boy | 11. K - King | 20. T - Tom |
| 3. C - Charles | 12. L - Lincoln | 21. U - Union |
| 4. D - David | 13. M - Mary | 22. V - Victor |
| 5. E - Edward | 14. N - Nora | 23. W - William |
| 6. F - Frank | 15. O - Ocean | 24. X - X-Ray |
| 7. G - George | 16. P - Paul | 25. Y - Young |
| 8. H - Henry | 17. Q - Queen | 26. Z - Zebra |
| 9. I - Ida | 18. R - Robert | |

D. Courtesy Messages:

1. Law enforcement radio facilities may be used to locate persons for emergency purposes whenever public service facilities have failed, are inadequate, non-existent, or whenever a person sought is en-route to destination when emergency arises.
2. Courtesy messages should be carefully considered before acceptance. Communications which are not urgent should not be transmitted.
3. In handling or delivery of a courtesy message, no employee shall convey the text of the message or the nature of the emergency. Employees shall inform the person that an emergency exists and the name and telephone number of the person who is trying to reach them.
4. The law enforcement radio system is for official law enforcement messages only and shall not be used as a paging system for any private individual or organization.

E. Checking in and out of Service:

1. Officers shall check "10-6" or "10-7" each time he/she is out of service, giving the dispatcher the location and/or telephone number.
2. Officers shall promptly check "10-8" each time they return to service.

F. Reporting Disasters and Other Serious Incidents:

1. Any employee learning of any crime, civil disorder or disaster such as an explosion, tornado, etc., shall immediately give the description of what happened to the dispatcher by radio or any other available source of communication.
2. Upon learning of an emergency situation, the dispatcher will clear the air for further communication related to the emergency.
3. The Dispatcher will immediately contact and dispatch a supervisor.
4. The employee reporting the incident as described in # 1 above shall further evaluate the situation and provide further communication concerning the event, including resources needed immediately, request back up, street needs closing, re-route traffic, etc.

G. Hit and Run Reports: Officers reporting hit-and-run cases shall transmit the information in the following manner:

1. location of hit-and-run accident;
2. was personal injury involved;
3. date and time of the accident;
4. the color, year, make, body style, accessories, and license information of vehicle that left the scene;
5. identifying features of damages to the vehicle that left the scene;
6. description of driver and passengers, if known, occupying suspect vehicle;
7. direction of travel of hit-and-run vehicle when last seen.

H. Car-to-Car Transmissions:

1. Employees using the law enforcement communications system are prohibited from using slang expressions, joking, making humorous remarks, using profanity or keying the microphone to music, internal or external noises, etc.
2. All communication will be in the performance of official law enforcement business, using as few words as possible to complete transmissions.
3. Members shall be cognizant of the fact that the public and the FCC are monitoring radio communications at any given time and shall conduct themselves accordingly.
4. An officer's failure to comply with this policy may result in disciplinary action up to and including termination.

SECTION 05 USE OF UNMARKED VEHICLES

POLICY: Unmarked vehicles will be used in this agency primarily for investigative and administrative purposes. It is the policy of this agency to limit the use of unmarked vehicles for traffic enforcement to those instances where a substantial threat to public safety occurs.

PURPOSE: To provide all employees of this agency with guidelines pertaining to the use of unmarked vehicles for law enforcement business.

PROCEDURES:

- A. Vehicles used in routine or general patrol service will be those that are conspicuously marked with roof top light bars, siren and public address system, striping and Police Department decal. Conspicuous marking increases safety, serves as a warning to potential violators, and provides citizens with a feeling of security.
- B. Unmarked vehicles may be utilized for investigative or administrative use and normally will not be used for routine patrol. Operators must continually be aware of the greatly reduced conspicuousness of sirens and blue lights in unmarked vehicles.
- C. All unmarked vehicles that are utilized for patrol or investigations on a regular basis shall be equipped with a mobile two-way radio, siren and public address system, and a blue light capable of being placed on the dash of the vehicle for visibility.
- D. Unmarked vehicles will never be used for traffic violations during hours of darkness or reduced visibility except when an offense is being committed which presents a substantial threat to the safety and well-being of the offender, the officer driving the unmarked vehicle, or the general public.
- E. Officers operating unmarked vehicles under emergency conditions must remember that although classified as an emergency vehicle, motorists and pedestrians are often unaware of the approach of an unmarked unit due to the concealment of the emergency lights.
- F. Unmarked vehicles, even with operating lights and siren, WILL NOT normally be used for high speed pursuit, will comply with all stop signs and lights, and will terminate any chase as soon as a marked unit is in position to assume pursuit.
- G. Any officer operating an unmarked vehicle will not initiate a vehicle pursuit except under circumstances which present a substantial threat of injury to any person.
- H. Unmarked vehicles without both lights and siren will under no circumstances be operated as an emergency unit or attempt routine traffic stops.
- I. Any law enforcement officer of this agency who is operating an unmarked vehicle, equipped with lights and siren, and observes a **minor** traffic offense (offense which is not considered to be life threatening) will need to exercise the following procedures:
 1. Notify dispatch and provide information about the offense and suspect vehicle.
 2. Request that a marked patrol vehicle respond for the purpose of initiating the stop.
 3. Maintain contact with dispatch and finalize the stop after the patrol unit makes the stop.
- J. Any law enforcement officer of this agency who is operating an unmarked vehicle, equipped with lights and siren, and observes a **serious** traffic offense, or criminal offense committed from a vehicle, (offense that could easily result in death or serious injury to another person) will need to exercise the following procedures:
 1. Notify dispatch and provide information about the offense and the suspect vehicle.

2. Initiate a traffic stop and request a marked patrol unit for back-up purposes.
3. Maintain contact with dispatch.

SECTION 06
POLICE VEHICLE MAINTENANCE

PURPOSE: To effect more efficient operation of Department vehicles and promote a better public image.

POLICY: All officers shall maintain and clean the equipment that is provided to them. All officers that are assigned to a patrol vehicle shall be responsible for the upkeep of that vehicle, or lack thereof. All patrol or department vehicles will be subject to the following:

A. General:

1. Keep cars clean both inside and out.
2. Keep cars stocked with proper, working equipment and supplies.

B. Inside Care:

1. Pick up paper, trash and unnecessary items in car.
2. Wash inside windows.
3. Sweep or vacuum floors and mats.

C. Outside Care:

1. Wash vehicles when necessary.
2. Keep outside of windows clean for observation purposes.

D. Trunk Care:

All items in the trunk shall be stocked, clean, and orderly.

- E.** Equipment that is malfunctioning or damaged will be reported immediately to a supervisor. The supervisor is responsible for providing this information to the Chief of Police, after confirming the report.

SECTION 07
AED (Automated External Defibrillator) PROCEDURES

PURPOSE: The purpose of this policy is to provide West Branch Police Officers with guidelines for the proper use and care of Automated External Defibrillators (AED).

POLICY: The West Branch Police Department has the responsibility to train its officers and maintain a level of proficiency and provide adequate equipment to serve its citizens in the event of a medical emergency.

DEFINITIONS:

- A. **Automated External Defibrillator (AED):** An automated computerized medical device programmed to analyze heart rhythm, recognize rhythms that require defibrillation, and provide visual and voice instructions for the device operator, including, if indicated, to push the button to deliver an electric shock. Use of the AED is only for patients who are unresponsive and not breathing normally.

PROCEDURES:

A. **Training:**

All officers will receive training and must pass a certification test in the proper use of the AED before being allowed to use it. Certification for officers is mandatory and will be on an annual basis. In-service refresher training will be provided to officers throughout the year as well. All training records and certifications will be recorded by the training coordinator of the police department.

B. **Operation of AED:**

Officers shall follow the guidelines and protocols for operation of the AED which are clearly printed inside the AED's carrying case. Officers shall operate the AED in accordance with their training. The AED operator will also notify the Communication Center when the AED is being used.

- C. It is the officer's responsibility to ensure that the AED unit is operational before using it. If an AED unit is nonoperational it shall be the officer's responsibility to notify the Chief of Police.

D. **Documentation of Usage:**

1. Any time an officer uses the AED on an emergency medical victim, whether a shock is delivered or not, a written incident report shall be completed. Written report shall include:
 - a. Victim name and personal details
 - b. Location of incident
 - c. Date and time
 - d. If shock delivered, what time
 - e. Number of times shocked
 - f. Detailed narrative of incident
 - g. Defibrillator operator
2. Upon returning from the call, the officer using the AED shall notify the Training Unit Coordinator that the AED was used. The Training Unit Coordinator will review the used AED to ensure it is operational before returning it to service.

E. Maintenance of AED's

The Training Unit Coordinator (Senior Sergeant) will be responsible to see that needed maintenance is done and that all AED supplies are replenished and available. The manufacturer's recommendations for all scheduled defibrillator maintenance checks shall be followed. Report any performance discrepancies, device defects or missing, expired, and/or damaged accessories to the Training Unit Coordinator immediately. If the spare battery is used or any item is removed from the Fast Response Kit, notify the Training Unit Coordinator immediately so it can be replaced.

SECTION 08
USE OF DEPARTMENT LETTERHEAD

No city letterhead, paper or envelopes shall be used for personal correspondence of any kind at any time. All correspondence on which city letterhead is used or any correspondence of official nature pertaining to the West Branch Police Department and written by any Officer of the Police Department will be approved first by the Chief of Police before being mailed and a copy shall be given to the Chief of Police.

SECTION 9

PRO-LOK AO65 VEHICLE UNLOCK SYSTEM EQUIPMENT

POLICY: Pro-Lok AO65 Vehicle Unlock System Equipment has been demonstrated to be a value means of assisting the public when keys are accidentally locked inside of a vehicle. Law Enforcement is often the first to be contacted when this issue arises. In order to maximize the utility of this equipment in this area and related areas, officers shall follow the procedures for Pro-Lok AO65 Vehicle Unlock System Equipment use as set forth in this policy.

PURPOSE: The purpose of this policy is to provide West Branch Police Officers with guidelines for the proper use and care of Pro-Lok AO65 Vehicle Unlock System Equipment.

DEFINITIONS: Pro-Lok AO65 Vehicle Unlock System: Specialty tools which are designed for the application of unlocking vehicles in a safe controlled manner which is not harmful or damaging to the public's vehicles.

PROCEDURES:

- A. **Training:** All officers will receive proper training before being allowed to use it.
- B. **Operation:** Officers shall follow the guidelines and protocol of the Pro-Lok AO65 Vehicle Unlocking System which are clearly printed inside the carrying case, and the officers shall operate the equipment in accordance with their training.
- C. **Documentation of usage:** Any time an officer uses the Pro-Lok AO65 Vehicle Unlock System, whether the use was successful or not, a written report shall be completed via calls for service. The calls for service shall include:
 - 1. Citizen's name and identification
 - 2. Location of incident
 - 3. Date and time
 - 4. Door that was attempted to be unlocked.
 - 5. Vehicle make, model and license plate or vehicle identification number.
 - 6. Prior to use of this equipment.
 - 7. Collected signature from vehicle owner/operator on proper Waiver of Liability Form.
- D. Upon completing of this service, the officer shall complete a Call for Service and turn over the payment, if applicable, to the Chief of Police upon completion of his or her shift. The original waiver/receipt must accompany the payment along with a Call for Service number which shall provide a phone number, and current address.

West Branch Police Department

105 S. 2nd ST. P.O. Box 218

West Branch, IA 52358

It is the intent of West Branch Police Department to assist you with unlocking your vehicle, per your request. The method which is used by the West Branch Police Department is with professional grade equipment. The equipment is designed to limit the amount of damage which could be sustained. The equipment used while unlocking vehicles is made of metal, rubber, and plastic. Although most vehicle unlocks are extremely successful, nothing is 100% guaranteed, and possible damage could occur to your vehicle.

I _____, request the assistance of West Branch Police Department to provide a vehicle door unlock to my vehicle. I acknowledge that damage could occur to my vehicle in attempting to provide this service. The charge to all individuals for the service is \$15.00 (fifteen dollars) and is payable to the City of West Branch by cash only prior to the service. This notice is a receipt of payment from you for \$15.00 (fifteen dollars) in cash, payable to the assisting officer.

I _____, waive all liability against the City of West Branch, West Branch Police Department and their agents and affiliates, in the event that damage occurs to my vehicle upon the vehicle unlock attempt.

Requestors Signature D.O.B.: _____ Date _____

PBX#: _____ OLN: _____

Date _____

Officer Signature _____

David R. Bloem, Chief of Police Service Line: (319) 643-2222

Fax: (319) 643-2464

Chapter 9 Equipment Use, Section 10 Vehicle Unlock

SECTION 10 COMPUTER USE PROTOCOLS

POLICY: The City has an acceptable use policy in its Employee Handbook governing employees' use of City computers, internet, networks, and other electronic and communication devices. All of those policies apply to the West Branch Police Department and its employees. In addition, because of the special equipment and responsibilities required with police work, Police Department Employees must use care to follow additional policies and procedures. All users of Department computer systems must read, understand, and comply with the policies and procedures outlined in this document, as well as any additional guidelines established by the System Administrator(s). By using these systems, users agree that they will comply with these policies. Failure to comply with these policies shall subject the user to disciplinary action and/or criminal prosecution where applicable.

PROCEDURES:

A. Malicious Acts:

The user agrees to never use a system to perform an illegal or malicious act. Any attempt to increase the level of access to which the user is authorized, or any attempt to deprive other authorized users of resources or access to any Department computer system shall be regarded as a malicious act. Any attempts to access the system in any manner other than the user's assigned resource level or equipment shall be considered a malicious act. Any attempt at adding, removing or changing of system software, hardware or peripherals shall be considered a malicious act.

B. Secure Environment:

The user who finds a possible security lapse on any system shall be obliged to report it to the system administrator. The system must not be used until the System Administrator has investigated the problem. Knowledge of passwords in computer security systems shall not be used to damage computing resources, obtain extra resources, take resources from another user, gain unauthorized access to resources or otherwise make use of computing resources for which proper authorization has not been given.

C. Accounts:

Each individual "user" is issued their own ID and password, which can be used on any computer they are authorized to use; this is their account. Others will not use an account assigned to an individual without written permission from the System Administrator. The individual is responsible for the proper use of the account, including proper password protection. An employee shall not share his or her password with any individual unless authorized by the System Administrator or Chief of Police, and even then shall never share his or her password in writing. **The initial password used to sign on to Windows shall not be changed by any user except the System Administrator.**

D. Confidentiality:

Programs and files are private, unless they have been made available with written permission to other authorized individuals. The Department reserves the right to access **ALL** information stored on Department computers. If policy violations are discovered, they will be reported immediately to the Systems Administrator.

E. System Access & Utilization:

1. Employees are not to use any computer system without having been assigned a user account and password. All users shall be responsible for their user accounts and shall not share this account information with any other individual. At any time when a user is signed on to a computer system from a workstation, it is their responsibility to sign off before leaving or relinquishing control of the computer.
2. Any access to the records system will conform to department regulations regarding access to files, and dissemination of information will be in accordance to department policy and governed under Iowa law.
3. All computerized information is confidential and considered property of the department. At no time are any reports, files, or media generated by the computer system, whether written or on disk, to leave the confines of the West Branch Police Department except with approval by the Chief of Police or his designee. This will conform to standard operating procedures as they are in effect today.
4. Users will not **in any way** attempt to modify or change any computer system, software, or peripheral in any manner. No hardware, software or peripheral other than that placed on the computer by the System Administrator will be allowed. Such changes are malicious acts as defined on page one of this document.
5. Certain types of messages; the sending of obscene, harassing, or threatening material; or the use of the system for personal or political use is prohibited. The Intranet and Internet access is for official police business only. Any messages sent or received to or from the system are recorded and may be viewed at any time by the Chief of Police or his designee.
6. There is **NO** expectation of privacy in any computerized files in and on any Police Department computer devices, systems or disks except those files that are governed by Iowa State Statutes to be sealed files due to the nature of the incident.
7. The use of non-department owned personal computers, tablets or other devices for Police Department business is prohibited.
8. The use of any software other than that provided by the Police Department to generate any Police Department or State form is prohibited.

F. Equipment:

1. Before using a department computer, the user shall check to make sure that the terminal is in good condition. If any problems are found with the equipment, the user shall notify his/her supervisor immediately. The supervisor shall then notify the System Administrator.
2. Any user that discovers damage or malicious acts to the system shall immediately notify their supervisor and make a report regarding it. It shall be the responsibility of the supervisor to make a written report describing the damages or malicious acts to the system and make a determination of responsibility for the damage. Forward a copy of this report to the Chief of Police and the System Administrator.
3. NO food, beverages, tobacco products or any other substance that might cause damage will be consumed and/or placed on or near a computer.
4. The employee shall be responsible for the computer during the time he/she are signed on to the system.

5. No employee, other than the System Administrator shall make, attempt to make any repair to, or the replacement of, any computer equipment or its peripherals.
6. No software, hardware or peripheral is to be used or installed on any mobile laptop computer other than what the System Administrator installs.

G. Mobile Laptop Computers Additional Requirements:

1. In addition to the general guidelines above, all employees (sworn or civilian) wishing to utilize any computer shall receive a basic training orientation as prescribed by the Department.
2. Mobile communications shall conform to FCC guidelines regarding radio transmissions and shall not contain improper language or subject matter.
3. Radio into communications all motor vehicle stops, field interviews, etc., despite the fact that all information is available through a mobile laptop computer.
4. The mobile laptop computer is not to be utilized by an employee operating a vehicle while the vehicle is in motion, as this may divert the employee's attention from the safe operation of the vehicle
5. The computer stand should be at its lowest resting point while the vehicle is in motion in regulation with OSHA standards for airbag deployment.

H. Vehicle Installed Equipment:

1. At the start of each shift, users shall check the mobile laptop computer while completing the regular vehicle equipment checks. Users shall log onto the assigned mobile laptop computer and remain active on the system for the duration of the tour. Report any problems and/or damage to any mobile laptop computer immediately to the Shift Supervisor.
2. Users shall be responsible for any damage to mobile laptop computers during their tour.
3. The operating temperature of a mobile laptop computer is normally between 50 and 85 degrees Fahrenheit. **In cold weather, run the vehicle for at least twenty (20) minutes with the heater running before attempting to turn on the computer.**
4. If the mobile laptop computer is not functioning:
 - a. Check to see that it is turned on and the plug is inserted
 - b. Check to see that cables in rear of computer are secure
 - c. Check radio / modem in trunk to see if they have power
 - d. Check to see if other units are having a similar problem
 - e. Notify your Shift Commander who will notify the System Administrator during normal business hours.
5. Users **must logoff** at the end of their tour so that they are not responsible for further transactions done on that mobile laptop computer. *If the patrol unit will be used on the next shift, the computer may be left on for the next user after the current user logs off. Otherwise, shut the computer down (off) and secure the vehicle.*
6. Information Access: The mobile laptop computer system's database access (NCIC / DMV) is for inquiry only. Access and dissemination of COLLECT / NCIC records is regulated by **Federal Law, Title 28**. All inquiries made using a mobile laptop computer are subject to these guidelines. No information received through any state or national computer database will be released to any unauthorized individual or civilian.

7. Audible Alarms: Each mobile laptop computer is equipped with an audible alarm device that enables notification to employees of pertinent messages or announcements, and shall not be disabled, muted, turned off or otherwise tampered with.
8. Motor Vehicle Stops, Driving while Suspended Violations & “Hit” Responses: For employee safety reasons, the vehicle’s registration info should be received before exiting the patrol vehicle when stopping any motor vehicle for an observed violation. All motor vehicle stops or checks must be called in to dispatch according to department regulations. **In the event an inquiry results in a COLLECT/NCIC “HIT” response, CONFIRM ALL INFORMATION THROUGH THE COMMUNICATIONS CENTER before taking action based solely upon this response.** Every effort will be taken by the officer to confirm that the vehicle is the one that was reported stolen (i.e., make, model, color and VIN). Dispatch must also confirm that the warrant is on hand. Every effort will be taken by the officer to confirm that the person is the one matching the descriptors in the computer i.e. name, date of birth, sex, race, height, weight and last known address. Every effort will be taken by the officer to confirm that the article in question matches the descriptors. Every effort will be taken by the officer to confirm that the plate in question matches the descriptors. Take action in regards to information provided in the MISC INFO field on the message. A File 17 ‘hit’ is not grounds for immediate arrest. Confirm any DMV check that returns a suspension or cancelled status through dispatch.

SECTION 11 FIREARMS & AMMUNITION POLICY

PURPOSE: The purpose of this policy is to specify the firearms and ammunition that are authorized for use by members of the West Branch Police Department. This policy also governs the handling and training associated with the use of firearms.

POLICY: It shall be the policy of the West Branch Police Department that officers will utilize only those firearms and ammunition issued or approved by the Department. All sworn personnel shall be instructed in and demonstrate an understanding of all policies and procedures covering firearms and related equipment, use of force and use of deadly force, prior to being issued any weapons.

PROCEDURES:

- A. Prior to a duty weapon being issued, it shall be inspected by a qualified armorer. *Any weapon found to be unsafe or inoperative shall be immediately removed from use until the weapon is repaired.* The only authorized on-duty or off-duty firearms are those issued by the Department or those authorized weapons inspected and approved by the Firearms Instructor, based on established Departmental criteria approved by the Chief of Police. If those criteria are not met, the weapon is not authorized.
- B. The Firearms Instructor will maintain a record of all weapons approved by the Department for official use. These records shall include:
 1. Description of the weapon;
 2. Owner;
 3. Person approving the weapon and date of approval;
 4. Course of fire and score.
- C. Authorized weapons and registration requirements:
 1. Officers will carry a departmentally issued .40 or .45 caliber semi-automatic pistol as the on-duty service weapon.
 2. Service weapons issued by the West Branch Police Department will be limited to the following models exclusively:
 - a. Glock Model 22;
 - b. Glock, Model 23;
 - c. Glock, Model 27;
 - d. Glock, Model 2; or
 - e. Glock, Model 303.
- D. **Shotguns:**
 1. Officers shall carry only Department-issued 12-gauge shotguns.
 2. The standard issue shotgun of the West Branch Police Department shall be a Remington, Model 870, 12 gauge, chambered for 3 inch magnum rounds.
 3. All Department-issued side arms shall be carried in an approved holster (unless otherwise designated in this policy) or shall be stored in a designated secure area while on-duty or working in approved off-duty employment.
 4. Officers on-duty in plain clothes shall wear their weapon in a holster and in a manner that it will not attract attention or be open to the view of the public outside Departmental offices. Non-uniformed officers shall wear holsters approved by the Firearms Instructor.
 5. Undercover officers may wear their weapon concealed without the use of a holster.
 6. All sworn members of the West Branch Police Department will qualify with all Departmentally-issued side arms twice annually during quarterly qualifications. The minimum passing score to be considered "qualified" is eighty percent (80%) of the possible score for the course of fire. At least one annual qualification attended by all

- personnel shall include a **night** course of fire with all Departmentally-issued side arms. All officers will qualify with the Departmentally-issued shotgun semi-annually.
7. All firearms qualifications pursuant to this policy will be supervised in their entirety by a certified firearms instructor.
 8. Only a Department-issued or approved magazine shall be carried in any semi-automatic weapon. The use of extended magazines, although approved by the manufacturer, shall not be used.
- E. **Off-duty Weapons Guidelines:**
1. Officers may carry an approved weapon off-duty, but will exercise discretion as to when and where it is worn. All sworn personnel will qualify at least semi-annually with their approved off-duty weapon. All approvals shall be conditional upon semi-annual re-qualification. The minimum passing score to be considered "qualified" is eighty percent (80%) of the possible score for the course of fire.
 2. Officers electing to carry a weapon while off duty shall do so in a manner that will not attract attention or be open to the view of the public.
 3. Any display or use of an off-duty weapon will be governed by the same regulations that apply to on-duty officers. Officers not in uniform shall display their badges concurrently with the drawing of their weapon whenever practical.
 3. Off-duty weapons carried while not in uniform must be kept concealed.
 4. Prior to carrying any non-issue weapon during off-duty hours, officers shall have such weapons approved through the Firearms Instructor and the Office of the Chief of Police.
 5. Off-duty weapons shall be submitted to the Firearms Instructor for inspection prior to qualification.
 6. Officers may carry a semi-automatic pistol or revolver while off-duty.
 7. Officers are authorized to carry their on-duty weapon while off-duty, but as an alternative, they may be authorized up to three other Department approved off-duty weapons. In any event, they may carry only one weapon at any time. An approved off-duty weapon may be carried as a secondary weapon as long as it meets all other requirements for a secondary firearm. While on-duty, the issued Glock .40 .45 will be carried as the primary weapon.
 8. The Firearms Instructor will maintain all other records pertaining to the selection of, qualification with, and authorization to carry off-duty weapons.
 9. Officers shall not make modifications to off-duty weapons after approval. Any repairs will require that the weapon be re-submitted to the Firearms Instructor for inspection.
 10. This policy should not be construed to restrict the legitimate possession and use of sporting or recreational firearms.
- F. **Secondary Firearms Guidelines:**
1. Officers may carry one approved secondary firearm in conjunction with and as a back-up to the officer's primary Departmentally-issued or approved firearm.
 2. The secondary firearm is to be viewed only as a weapon of last resort and the use of a secondary firearm will be limited to those instances where an officer's use of deadly force is authorized and the officer's primary firearm has been:
 - a. Lost, stolen or rendered inoperable during the course of the specific incident authorizing the use of deadly force;
 - b. Exhausted of ammunition under circumstances which clearly limit the officer's ability to immediately reload.
 3. Secondary firearms are not limited by system (i.e., revolver, semi-automatic or derringer) and may be of any standard caliber subject to the approval of the Firearms Instructor and the Chief of Police.
 4. The prohibitions applicable for ammunition for secondary firearms will be consistent with all other sections of this policy.
 5. Secondary firearms will be carried on an officer's person in a concealed manner, securely fastened in an accessible position.
 6. Officers electing to carry a secondary firearm shall comply with the following procedures prior to actually bearing the firearm.

7. The secondary firearm and the ammunition for the firearm will be submitted to the Firearms Instructor for inspection.
 - a. The Firearms Instructor shall establish that the firearm is safe, functional and in good repair and that the firearm and ammunition is in compliance with this policy.
 - b. The Firearms Instructor will, upon approving the firearm and ammunition, complete a Secondary Weapon Authorization Form and will return the firearm, remaining ammunition and authorization card to the officer. The authorization form shall record the firearm description, serial number, ammunition type and confirmation that an N.C.I.C. check has been made of the firearm.
 - c. Only weapons equipped with a firing pin block (semi-automatics) or a hammer block (revolver) will be authorized. Safety will be the primary concern of the firearm inspection/authorized process.
 - d. Each officer shall qualify with the secondary firearm on the firing range under the supervision of a Firearms Instructor to ensure the weapon is working properly and that the officer is familiar with the operation of the weapon. Officers are required to furnish their own ammunition. All approvals shall be conditional upon semi-annual re-qualification. The Firearms Instructor will determine the course of fire. The minimum passing score to be considered "qualified" is eighty percent (80%) of the possible score for the course of fire.
 - e. The officer will then submit the secondary firearm, ammunition and authorization form to their Sergeant. The Sergeant shall be satisfied that the officer fully understands the limitations on the use of the secondary firearm, that the officer has prepared a suitable manner for carrying the secondary firearm and that the authorization form is in order. The Sergeant will sign the authorization form and forward it to the Firearms Instructor.
 - f. The Firearms Instructor shall maintain the Secondary Firearm Authorization Form in the officer's training file. The Firearms Instructor will maintain all other records pertaining to the selection of, qualification with and the authorization to carry secondary weapons.
 - g. The Firearms Instructor personnel and/or the Sergeant must disallow any firearm or ammunition which they determine does not comply with this policy.
 - h. Only one secondary firearm will be authorized for an officer at any given time. In the event that an officer who is authorized to carry a secondary firearm wishes to carry a different secondary firearm, the new weapon will be submitted to the inspection process described in this subsection. Upon approval, the previously authorized weapon will be removed from service and such shall be noted on the authorization form. An officer will carry only the currently authorized secondary weapon of record.
 8. Once an officer has been authorized to carry a particular secondary firearm, that secondary firearm will be carried only in the prescribed manner whenever on-duty. While secondary firearms are optional, they will be subject to inspection at any time by any police supervisor.
 9. The authorized secondary firearm may be carried in the prescribed manner whenever the officer is off-duty or working in an off-duty capacity and is armed with a Department- approved or issued firearm.
 10. In the event that an officer discharges a secondary firearm, accidentally or intentionally, all investigative and reporting procedures established by the West Branch Police Department Policies and Procedures shall apply.
 11. Officers who wish to carry a secondary firearm must provide at their own expense the weapon, carrying mechanism, and all required Department-approved ammunition.
- G. Weapon Repairs and Maintenance Guidelines:**
1. Only certified police armorers authorized by the Chief of Police will repair, modify or otherwise work on departmentally owned weapons.

2. Officers will be responsible for maintaining issued and personally owned weapons in a clean and serviceable condition.
3. All Department approved and issued firearms will be inspected semi-annually by a certified armorer.
4. Officers may install, at their own expense and with prior authorization by the Firearms Instructor, approved after-market grips.

H. Handling Firearms:

1. Officers will not clean, repair or load firearms in police buildings, except at the range, unless ordered to do so by a supervisor.
2. Shotguns will be carried inside a police building with the breech open.
3. Shotguns shall be carried in shotgun racks or cases in patrol vehicles with the breech closed, chamber empty, magazine full and the safety off.
4. Under no circumstances shall a shotgun be placed in the rack or case with a round in the chamber or with the safety off.
5. At all times, officers shall adhere to standard firearms safety instructions provided by Departmental training processes.
6. Firearms will at all times be maintained and used in a manner that precludes accidental discharges.
7. All firearms, whether Departmentally-issued and carried on-duty or personally owned and carried in a secondary or off-duty capacity, shall be maintained in a clean and safe working condition at all times.
8. Officers shall store their weapons and ammunition, both on and off duty, in a manner that deters and prevents unauthorized persons from gaining access to the weapons/ammunition.
9. An officer will report a lost or stolen handgun, shotgun, or ammunition to the Chief of Police immediately upon realizing the weapon/ammunition has been lost or stolen.

I. Carrying Weapon While Operating in an Undercover Capacity:

An officer who is working in an undercover capacity is authorized to *temporarily* carry a Departmentally-approved secondary weapon *as a primary weapon* in those instances when maximum concealment of the weapon is of significant importance. However, the officer's supervisor must first authorize the carrying of the secondary weapon in lieu of a duty weapon. *The officer must have qualified with the secondary weapon and a record of that weapon must be on file with the Training Coordinator in compliance with Section VI of this policy.* Under normal circumstances, the undercover officer will be required to carry the issued service weapon as his primary weapon. *Authorization to carry a non-issued weapon as a primary weapon is to be granted on a case by case basis only.*

J. Retired Law Enforcement Officer:

1. Retired West Branch Police Department officers are granted authority to carry firearms by the following state statutes and/or federal laws.
2. ***Within the State of Iowa*** – provides the following guidelines:
 - a. Retired from service with a public law enforcement department, office, or agency for reasons other than mental disability;
 - b. Immediately before retirement was a certified law enforcement officer authorized by a public law enforcement department, office, or agency to carry a firearm in the course and scope of his or her duties;
 - c. Has non-forfeitable rights to benefits under the retirement plan of a public law enforcement department, office, or agency;
 - d. Is carrying appropriate written identification issued by a public law enforcement department, office, or agency identifying him or her as a retired and former certified law enforcement officer;
 - e. Is not otherwise prohibited under federal law; and
 - f. Has fingerprint impressions on file with the Department of Iowa State Police together with written authorization for state and national level criminal history record screening.

3. ***Outside the State of Iowa:*** - Chapter 18 Section 926C of the United States Code allows ***qualified*** retired law enforcement officers an exemption from state laws that prohibit the carrying of concealed firearms. This federal law defines ***qualified retired law enforcement officers*** as:
 - a. Separated from service in good standing from service with a public agency as a law enforcement officer;
 - b. Before such separation, was authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for any violation of law, and had statutory powers of arrest or apprehension under section 807(b) of title 10, United States Code (article 7(b) of the Uniform Code of Military Justice);
 - c. Before such retirement, was regularly employed as a law enforcement officer for an aggregate of 15 years or more or retired from service with such agency, after completing any applicable probationary period of such service, due to a service-connected disability, as determined by such agency;
 - d. Has not been officially found by a qualified medical professional employed by the agency to be unqualified for reasons relating to mental health and as a result of this finding will not be issued the photographic identification as described in 18 U.S.C. § 926C (d)(1) or has not entered into an agreement with the agency from which the individual is separating from service in which that individual acknowledges he or she is not qualified under this section for reasons relating to mental health and for those reasons will not receive or accept the photographic identification as described in 18 U.S.C. § 926C (d)(1);
 - e. Is not under the influence of alcohol or another intoxicating or hallucinatory drug or substance; and
 - f. Is not prohibited by Federal law from receiving a firearm.
1. In compliance with 18 U.S.C. § 926C, the West Branch Police Department will set the following guidelines on its retired officers wishing to carry a concealed firearm:
 - a. Any retired officer from the West Branch Police Department who may wish to carry a concealed firearm must obtain a new West Branch Police Department ID card annually. The requirements to obtain that card are:
 - i. The retired officer will be limited to two (2) Department-approved weapons and must present the firearm(s) and ammunition that he/she intends to carry to a department approved Firearms Instructor for inspection and approval.
 - ii. The retired officer must attend one firing range qualification per year, during one of the four firing range qualifications that are offered each year.
 - iii. The retired officer must provide their own ammunition for the qualification.
 - iv. The retired officer must score a minimum of 80% to qualify.
 - v. All these requirements may be achieved at the qualification firing range. The retired officer will have the firearm and ammunition inspected at the range on the date of their qualification.
 - vi. Failure to meet these requirements will result in the retired officer's concealed carry privileges being revoked. These concealed carry ID cards will expire and must be renewed annually.

K. Ammunition:

1. The Department will provide all ammunition for training and on-duty use for all service weapons. Only Departmentally-issued ammunition will be carried by all officers for service weapons. Ammunition will not be modified. *All ammunition used in off-duty and secondary weapons must be approved by the Chief of Police utilizing the same specifications listed below.*

2. Only factory-loaded ammunition will be for use. Specifications for ammunition for the primary duty weapon are as follows: .40 S&W 165 grain, Remington Bonded Golden Saber jacketed hollow point.
3. The types of ammunition that are prohibited include, but are not limited to, the following:
 - a. Reloaded or remanufactured ammunition;
 - b. Explosive, poisonous or toxic bullets;
 - c. Tracers or incendiary bullets;
 - d. Armor-piercing or Teflon-coated bullets;
 - e. Glaser or any pre-fragmented ammunition; and
 - f. Any ammunition that the Firearms Instructor deems to be unsuitable for duty use.
4. Specifications for shotgun ammunition issued by the West Branch Police Department shall be as follows: Federal 12 Ga., 2.75", copper plated 9 pellets and /or 1 ounce hollow point slugs.

L. Firearms Training:

1. Prior to being authorized to carry any departmental weapon, newly appointed officers will receive copies of the Department's Policies and receive training in these policies by the Training Unit.
2. While attending basic police training at the training academy, recruit officers shall be permitted to carry a Departmental weapon *only during orientation training and during applicable training sessions at the training academy*.
3. Annually, each sworn member of the West Branch Police Department will be required to receive in-service training on the Police Department's Use of Force Policy.
4. Firearms proficiency training for the West Branch Police Department will be conducted quarterly. Each sworn member is required to attend at least two of these sessions during the calendar year, and shall demonstrate proficiency and qualify with any Departmentally-authorized weapon.
5. The minimum firearms qualification standard will be eighty percent (80%) fired on all certified qualification courses.
6. Officers shall receive biennial in-service training regarding defensive tactics, control holds and other uses of less than lethal physical force.
7. Only officers demonstrating proficiency with an approved weapon at a frequency determined by the Chief of Police shall be authorized to use such weapons.
8. Only certified law enforcement instructors will be utilized to present training required in section C and E above.
9. The Firearms Instructor will document the officer's training and proficiency record to reflect attendance of in-service training classes and document the officer's proficiency in the use of Department authorized weapons.

M. Failure to Qualify:

1. Qualification with the issued service weapon is an essential function of continuing employment as a police officer for the City of West Branch. Failure to qualify may result in the imposition of discipline, up to and including termination of employment.
2. An officer who fails to qualify after two (2) consecutive attempts on the firearms range shall be referred for *immediate* remedial training by a certified firearms instructor.
3. The firearms instructor providing the remedial training shall notify the Chief of Police in the event that an officer undertaking remedial training is still unable to qualify at the conclusion of the extra training session.
4. The Chief of Police, upon such notification, shall immediately suspend the unqualified officer from duty with pay and confiscate the officer's identification and Department-issued weapon. The unqualified officer will be directed to report to a certified firearms instructor the next working day for additional remedial training. The officer shall remain on suspension until such time as the officer qualifies or that the Chief of Police determines remedial training will be fruitless.

5. If, in the opinion of the Chief of Police, the unqualified officer does not respond satisfactorily to remedial training and remains unqualified, the Chief of Police shall notify the Mayor in writing of such status.
6. Any officer returning to duty after an absence exceeding six months shall report to the Firearms Instructor for remedial training and re-qualify prior to being permitted to return to full duty status.

N. Specialized Weapons and Tactics Weapons and Ammunition:

1. Specialized weapons (rifles, carbines, fully-automatic weapons, sawed-off or short-barreled rifles or shotguns, silencers or suppressers and laser sights) other than service weapons, will be authorized only for those employees who are qualified with and whose assignments require such weapons. The Chief of Police will determine the need for specialized weapons. It shall be the responsibility of all Unit Commanders to ensure the Training Unit is supplied with a list of all specialized weapons utilized by their unit (S.W.A.T., etc.). The weapons that are authorized are as follows:
 - a. Remington 870 12 gauge shotguns, extended magazines and/or with 14 inch barrels
 - b. Remington 1100 12 gauge shotguns
 - c. H&K MP5 .40 S&W caliber carbines
 - d. H&K UMP .40 S&W caliber carbines
 - e. Colt AR-15 .223 caliber carbines
 - f. Remington Model 700 bolt action .308 caliber rifles
 - g. DPMS AR-15 .223 caliber carbines
 - h. All other AR-15 assault rifle models of .223 caliber rifle
 - i. True Flite .37mm projectile launcher
2. Specifications for ammunition authorized for use by SWAT
 - a. All .40 caliber and shotgun ammunition (pellet) used by SWAT shall be the same as that authorized for departmental use.
 - b. Remington 12 Ga one ounce hollow point rifled slug
 - c. .223 caliber, either 50 grain hollow point or 55 grain full metal jacket
 - d. Remington .308 caliber 168 grain hollow point
 - e. 37MM projectiles containing the following:
 - i. muzzle blast CS gas
 - ii. barricade CS gas
 - iii. ferret CS gas
 - iv. bean bags
 - v. wooden batons
 - vi. foam batons
 - vii. rubber
 - f. Defense Technology Federal Laboratories hand thrown gas canisters
 - g. Flameless tri-chambered CS
 - h. Pocket tactical CS gas
 - i. Riot control CS gas

CHAPTER 07

LAW ENFORCEMENT RELATIONSHIPS

- Section 01 – Community Relations
- Section 02 – Court Procedures
- Section 03 – Legal Representation
- Section 04 – Crime Prevention
- Section 05 – Report Writing Time Requirements

SECTION 01 COMMUNITY RELATIONS

POLICY: It is the policy of this agency to involve all Department personnel in a community-wide community relations effort. Each employee shall establish an attitude that the law enforcement personnel are an integral part of the community and that citizen participation and interaction with law enforcement personnel are necessary. This agency, through established programs, will identify law enforcement policies and procedures to its citizens and the media for the enrichment of the entire community. This department is committed to correcting actions, practices, and attitudes which may contribute to community tensions and grievances. It is also the policy of this department that community relations are the shared responsibility of each and every member of the department.

PROCEDURES:

A. Responsibility:

It is the responsibility of all department personnel to promote good community relations, recognizing that the actions and demeanor of department personnel in dealing with the general public have a significant impact on the image of the department and ultimately its overall effectiveness and level of acceptance within the community. In serving the public, each employee shall make his/her contact one which inspires respect, not only for himself/herself as an individual and professional, but one which generates the cooperation and approval of the public.

B. Community Relations Objectives:

1. To create and maintain liaison with community groups and organizations. This includes exchanging information, identifying law enforcement service needs of the community, promoting law enforcement/citizen contacts, acquainting each other with mutual problems and encouraging action aimed at solving these problems.
2. To develop community relations policies for this agency.
3. To publicize department objectives, problems, and successes.
4. To obtain input from community groups to ensure that department policies reflect the needs of the community.
5. To identify sources of conflict between law enforcement and the community and encourage efforts to resolve them.
6. To establish neighborhood watch groups where such groups do not now exist.
7. To identify training needs relating to community relations through input from citizens, groups, supervisors, and complaint reports.
8. To provide the Chief of Police any information regarding concerns of the community, potential law enforcement/citizen problems, and recommended actions.
9. To evaluate all department community relations programs on a semi-annual basis and to participate in an annual survey of citizens' attitudes and opinions with respect to law enforcement service.
10. To conduct an annual survey of citizen attitudes and opinions with respect to:
 - c. Overall department performance.
 - d. Overall competence of department employees.
 - e. Officer attitude and behavior toward citizens.
 - f. Concern over safety and security in the community.

- g. Recommendations and suggestions for improvements.
- C. **Programs** - Program content includes, but is not limited to the following:
- 1. Public Information Programs: Publicize department objectives, problems and successes through the media, brochures, guest speakers, news releases, press conferences and newsletters.
 - 2. Community Relations Programs: Meet with civic groups, minority groups, neighborhood councils, crime watch groups and individuals to exchange information and convey information back to the department. Present programs such as DARE, McGRUFF, or other similar programs of interest to all area schools within the corporate limit. Present programs of interest to area schools outside the corporate limit on an invitation basis.
 - 3. Crime Awareness Programs: Provide citizen groups information on making their families, homes, and businesses more secure and work to establish crime watch neighborhoods where none exist. Programs include, but are not limited to:
 - a. Neighborhood Crime Watch
 - b. Burglary Prevention
 - c. Rape Prevention
 - d. Fraud Prevention
 - e. Emergency Reporting Procedure
 - f. Home Security Survey
 - g. Operation ID
 - h. Robbery Prevention
 - i. Commercial Burglary Prevention

SECTION 02 COURT PROCEDURES

POLICY: It shall be the policy of this agency that all Department personnel appearing in court in any capacity be well-groomed, prepared, punctual and professional. Personnel will be dressed in the attire fitting to their job assignment.

PROCEDURES:

A. Court Appearance:

1. Attendance at a court or quasi-judicial hearing, as required by subpoena, is an official, duty assignment. Permission to omit this duty must be obtained from the prosecuting attorney handling the case or other competent court official. All members are to be punctual in appearance.
2. When appearing in Court, the complete official uniform shall be worn. Whether or not to wear the side arm should be left to the discretion of the prosecuting attorney or presiding judge. If an officer, by position, is to wear civilian clothes, dress shall consist of suit or coat and tie. Members shall present a neat and clean appearance avoiding any mannerisms which might imply disrespect to the court.
3. Employees will respect the court and court officials. Disrespect or a charge of disrespect to the court will be investigated and if ruled that disrespect or inappropriate behavior occurred, that employee will be subject to discipline.

B. Subpoena Precedence:

If an employee should receive more than one subpoena to appear at any court or quasi-judicial hearing on the same date and the same time, subpoena precedence shall be as follows: Federal Court, District Court, Municipal Court and then civil cases. In the event that this should happen, every effort will be made to notify the other courts of the situation.

C. Preparation for Court:

All employees shall have their case files properly prepared, and all evidence suitably arranged for presentation in court. This preparedness should take place, no later than, on the last scheduled shift prior to the court appearance.

D. Respect and Testimony:

1. Employees are required to be truthful when testifying, making reports, or conducting any police business.
2. Employees shall observe the utmost attention and respect toward magistrates and judges at all times. When giving testimony, they shall speak calmly and explicitly in a clear, distinct, and audible tone so as to be heard by the court and jury. They shall testify with the strictest accuracy, confining themselves to the case before the court, and neither suppress nor overstate the slightest circumstances with a view for favoring or discrediting any person. When cross-examined, they shall answer with the same readiness and civility as when testifying in support of the charge, remembering that the ends of justice will be served by showing a desire to tell the whole truth, whether it is in favor of or against the defendant.

E. Testifying for the Defendant:

Any employee subpoenaed to testify for the defense in any criminal trial or hearing shall notify the office of the prosecuting attorney and the Chief of Police upon receipt of the subpoena.

F. Depositions and Affidavits:

Employees shall confer with the Chief of Police before giving a deposition or affidavit on a matter.

G. Civil Action, Court Appearances – Subpoenas:

An employee shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. Employees shall accept all subpoenas legally served. If the subpoena arises out of departmental employment or if the employee is informed that he is a party to civil action arising out of departmental employment, he shall immediately notify the Chief of Police, and the governmental attorney of the service of notification, and of the testimony he is prepared to give.

H. Civil Action:

Employees shall not institute any civil action arising out of their official duties without first notifying the Chief of Police. Employees shall not use their position with the department as a means of forcing or intimidating persons with whom they are engaged in civil matters to settle the case in favor of the departmental employee.

SECTION 03

LEGAL REPRESENTATION

PURPOSE: All law enforcement officers, in the performance of duties, at times need professional legal advice or assistance. This chapter provides the information and methods for West Branch Officers to obtain required legal services.

POLICY: The City of West Branch and the Department will provide all Officers with the legal assistance necessary to satisfactorily accomplish their law enforcement duties. All Department personnel will cooperate with the Cedar County Attorney's Office and the West Branch City Attorney in their respective delivery of legal services.

PROCEDURE:

- A. Officers shall discuss case needs for legal advice with a supervisory officer prior to directly or personally contacting the City or County Attorney. The officer and supervisor will mutually agree upon the need for such contact.
NOTE: Obviously, emergency circumstances preclude any requirement for prior authorization.
- B. Cases involving Municipal Code violations will be discussed with the West Branch City Attorney.
- C. Cases involving Iowa Code violations will be discussed with the Cedar County Attorney.
- D. Cases involving Federal Code violations will be discussed with the United States Attorney, Northern District, Cedar Rapids, Iowa or in which ever district the incident involves.

SECTION 04

CRIME PREVENTION

POLICY: The West Branch Police Department shall continue to pursue Community Crime Prevention Programs and commit itself to the perpetuation of all such programs. In order to ensure appropriate community interaction, this agency will utilize the language skills of any employee in pursuing crime prevention activities. It shall be the policy of this agency to establish and maintain a crime prevention officer. This officer shall be responsible for presentation of crime prevention techniques to the public and to officers of the agency. Although the department will have a designated crime prevention officer, all officers will be mindful that crime prevention as a departmental function is every officers responsibility, and will be practiced on a daily basis during the performance of regular and customary policing duties.

PROCEDURES:

- A. In order to accomplish the goal of establishing a viable Community Crime Prevention Program, the following steps should be taken:
 1. The Crime Prevention Program shall receive the support of the Chief of Police and all command level officers.
 2. All uniformed and non-uniformed personnel shall be aware of the purpose and goals of the Crime Prevention Program and participate in the program during the performance of regular assigned duties.
 3. The Crime Prevention Officer shall identify those areas where programs can be developed for the general good of the community.
 4. The Crime Prevention Officer shall arrange for, organize, and present programs to the community on a timely basis, or as requested.
 5. Programs will be developed for children, young adults (teenagers), and adults depending on the needs of each group, school, business, neighborhood, etc.
 6. Each employee shall remember that they are a part of the Community Crime Prevention Program of this agency by virtue of employment, and will assist the crime prevention officer in the implementation of various programs.
- B. The Crime Prevention Officer must draw from a cross section of the different divisions of the agency. This officer will be selected by the Chief of Police. The officer shall be responsible for, but not limited to, the following:
 1. Crime Prevention Officers will train other officers in crime prevention techniques. Training will be accomplished in the following manners:
 - a. During shift briefings;
 - b. Classroom; and
 - c. By taking officers to assist in presenting scheduled presentations/ programs.
 2. Provide lectures on crime prevention to various civic groups and citizens, upon request.
 3. Conduct residential/business security surveys, upon request.
 4. Conduct fingerprinting of children, on request and with parent's consent.
 5. Conduct programs within the school system(s), upon request or in conjunction with school officials.
 6. Conduct community-wide neighborhood watch programs.

7. Perform duties as liaison officer with all school systems in this jurisdiction.
8. Perform duties as liaison officer with Crime Stoppers, Inc. or any similar program.
9. Interact with citizens in the various neighborhoods to determine crime problems and promote community involvement in solving the problems.
- C. This agency has established a crime prevention priority program that provides for the targeting of programs by crime type and geographic areas, based on empirical analysis of local crime data, and an annual evaluation of all crime prevention programs. Crime Prevention priorities should be established, but not limited to, the following guidelines:
 1. Crime types and greatest problems.
 - a. Crime analysis spot map
 - b. Monthly in-house statistical report
 - c. Agency annual report
 2. Crime prevention activities which can be most productive.
 - a. Select programs based on crime trends and locations
 - b. Select programs based on age groups
 - c. Select programs based on citizen requests
 - d. Select programs based on locations desired
 3. Review and evaluation of programs used will be conducted on an annual basis.
 - a. Compare crime prevention program log with crime trends to determine relevant programs
 - i. Programs to be continued
 - ii. New programs to be developed
 - iii. Programs to be amended
 - b. Response from citizen survey
 - c. Crime Prevention Officers will review and evaluate programs and forward copy of report to the Chief of Police for review
- D. The Crime Prevention Officer shall be responsible for organization and administration of neighborhood crime prevention groups.
- E. The Crime Prevention Officer shall organize interested citizens in various residential areas to form a crime-watch group. These groups are citizens who are concerned about mutual neighborhood protection. When attending these meetings, the Crime Prevention Officer shall disseminate information concerning the organization of such crime-watch groups, and show interested citizens ways to perform the neighborhood protection format.
- F. High-crime areas may be targeted for additional crime prevention activity by Patrol. All law enforcement services are available upon requests by the public.
- G. The Crime Prevention Officer will act as liaison with the citizen groups to address the concerns of the neighborhood watch groups.
- H. It is the responsibility of each law enforcement officer to promote crime prevention within the community. In the protection of the citizens and their property, each officer should strive to assist the public in obtaining the services of the Crime Prevention Officer, who will present timely programs to citizen groups on crime prevention measures.
- I. Crime prevention is not only the responsibility of patrol officers, but concerned citizens and business owners as well. Through the use of Crime Prevention programs, citizens and

business owners should have access to information regarding security surveys, marking property, and local crime statistics.

- J. Making citizens aware of how they may help in the prevention of crime can have a positive effect on the reduction of crime in their community. The Crime Prevention Officer shall be available for request from the community on how they may participate in local crime prevention.
- K. Establishing and maintaining liaison between the Crime Prevention Officer and the community is of utmost importance. The officer(s) assigned this task, shall make close, continual community contact a priority.
- L. The Crime Prevention Officer shall set up a schedule to meet with interested community members to incorporate crime prevention programs. Since the community is made up of diverse interests, meeting times and locations may vary in order to meet the community's needs. The Crime Prevention Officer shall encourage active participation from all citizens who make meetings and shall utilize opportunities to promote the Crime Prevention Program through the use of literature, slide/film presentations, as well as demonstrating various techniques available for the protection of private homes, businesses, etc. All persons should be encouraged to contact the Crime Prevention Officer any time, to maintain a liaison between the officer and the community.

SECTION 05 NEWS RELEASES

PURPOSE: To establish close ties with and response to the needs of the community and to establish the procedures necessary for the effective release of information to the news media concerning incidents of interest to them and the general public.

POLICY: There shall exist within the West Branch Police Department a Community Relations function. This function shall be under the express control of the Chief of Police. All news releases of an official nature shall be made by the Chief of Police. All news releases will follow the parameters of Iowa Code Chapter 22. The Department shall be committed to an informed community as well as the media.

PROCEDURES:

- A. When a circumstance warrants a press conference, it will be prepared by the Chief of Police or the designee of the Chief of Police.
- B. Incidents or occurrences of a major nature; such as disaster or heinous crimes, shall be released only by the Chief of Police.
- C. Officers are to complete a press release on routine arrests/issues before the completion of the shift in which the incident occurred. News media will be assisted at the scenes of all incidents as well as at the Police Department.
- D. The Chief of Police on duty shall be responsible for any news released during that shift.
- E. The release of information concerning victims, witnesses, and suspects shall be released only by the Chief of Police; or, in the absence of the Chief of Police, an officer delegated by the Mayor. Information concerning confidential investigations may be released **ONLY** by the Chief of Police.
- F. News releases will be made on an as-needed basis, and then to all available news media in the operational area of the Department, as well as to any requesting agencies outside the area.
- G. The following information may not be released to the news media:
 - 1. Prior criminal record, character or reputation of the accused;
 - 2. The existence of any confessions or refusal to give a statement by the accused;
 - 3. Results of examinations or refusal to test;
 - 4. Identity, testimony or credibility of any witnesses;
 - 5. Opinions of guilt or innocence of the accused;
 - 6. Information received from other agencies unless they concur in its release;
 - 7. Personal information identifying a victim; and
 - 8. Information that identifies a juvenile (except as provided in this section).
- H. With regard to any criminal investigatory file, the West Branch Police Department will issue a press release, with the name of the offender, for a criminal charge filed on any juvenile that is 14 years of age or older. The press release will consist of the name of the offender, age, charge(s) filed, the date, time, and specific facts and circumstances surrounding the crime pursuant to Iowa Code Chapter 22.

SECTION 06

REPORT WRITING TIME REQUIREMENTS

POLICY: A report is any written communication on a departmental form or any written or typed document prepared by an employee about an incident of interest to the department.

- A. All initial reports related to a criminal investigation shall be completed within three (3) working shifts from the date of assignment. Exception: Prior authorization from a supervisor.
- B. All supplemental reports shall be completed within three (3) working shifts from the date of assignment. Exception: Prior authorization from a supervisor.
- C. Reports that require follow-up to the investigation shall be completed in a timely manner. Within two working shifts from the date of follow-up, all reports shall be completed.
- D. All police reports will be prepared in the first person writing style. The benefits of using first person is the language will be more natural, direct and specific, and will be less confusing.

EXAMPLES:

Best: I told Officer Robert Lewis to return my Peerless ankle restraints.

Poor: This officer verbally advised R.L. to give this officer the irons belonging to this officer.

Worse: R.O. verbally advised R.L. to give this officer back R.O.'s leg irons.

Placement of events in chronological order:

- A. Every report narrative, regardless of format must at some point establish an order in which events occurred.
- B. Write your report identifying what occurred, and the order in which it occurred from the time of your arrival until the time of your departure.

SECTION 07

DEATH/SERIOUS INJURY NOTIFICATION

POLICY: It is the policy of this agency that all officers become familiar with procedures to be used to provide next of kin and other family members with adequate information and support when notifying them of the death or serious injury of a family member. Death or serious injury notification will be accomplished in a manner consistent with professionally accepted crisis intervention techniques.

PROCEDURES:

A. Gathering of Information and Preparing for Notification Assignment:

1. All death and serious injury notifications made by this agency will be made in person, with the exception of a serious injury notification where the delay in notification might prevent the family from arriving at the hospital before the injured person's death.
2. Officers shall be prepared to spend as much time as necessary with survivors to provide assistance.
3. Prior to contacting next of kin, notification officers shall gather and become familiar with essential details concerning the deceased or seriously injured person, to include full name, age, race and home address. The notification officers shall be well informed as to the details of the death or serious injury, location of the body/personal effects and any other pertinent information.
4. Notification officers shall establish the identity of the next of kin of the deceased or seriously injured person for purposes of notification. The order of priority for notification will be the spouse, followed by parents, brothers or sisters, then any children.
 - a. Only where substantial delays would be required to make contact with next of kin should other family members be contacted.
 - b. Notification officers should contact a supervisor for guidance when in doubt concerning next of kin or any delay in notification.
5. When another agency must be contacted to notify the next of kin, officers should:
 - a. Request that the notification be made in person, and
 - b. Request immediate verification when notification has been accomplished.
 - c. Notification officers should gather available information concerning the survivors that may aid in notification. This information would include whether survivors are elderly, disabled, visually or hearing impaired, have medical problems or may not speak English. If possible, obtain the names of the survivor's closest relative, friend, family doctor and clergyman.
6. Officers will not use the name of the deceased or seriously injured person over the radio and will not release name to news media until assured that next of kin notification has been made.
7. Where possible, two officers should be assigned to a death or serious injury notification.
8. Notification officers should request the assistance of a local minister, preferably the survivor's minister, where feasible.
9. Personal effects of the deceased will not be delivered to survivors at the time of death notification.

B. Making Notification:

1. Upon arrival at the residence or place of business, the notification officers will:

- a. Check the accuracy of the location;
 - b. Request to speak to the next of kin;
 - c. Identify themselves by name and agency;
 - d. Verify the relationship of the next of kin to the deceased or seriously injured person; and
 - e. Ask permission to enter the residence or (in the case of a business or other location) move to a place of privacy.
2. Every reasonable effort shall be made to make the death or serious injury notification in the privacy of the next of kin's home or in another location away from public scrutiny.
3. Prior to making notification, officers should, where possible, bring members of the family together if they are immediately available.
4. Notification officers should address the next of kin in a straight-forward manner and use easy to understand language to briefly explain the circumstances of the incident and the fact that the individual is seriously injured or dead.
 - a. Officers should not use words such as "passed on" or "no longer with us" in order to avoid using the term "dead" as those words may create confusion or false hope.
 - b. Officers should avoid graphic aspects of the incident and the use of law enforcement jargon. Officers should refer to the deceased or seriously injured person using his/her first name or in terms reflecting the deceased's or seriously injured person's relationship to the next of kin (i.e., husband, wife, son, daughter, etc.).
5. Officers should be prepared for unexpected responses from survivors to include hysteria, physical illness and possible verbal or physical attack.
6. Officers should provide survivors with sufficient time to regain composure before proceeding. Avoid attempts in the interim to provide comfort by using such phrases as "I know how you feel" or "I know how hard this is for you."

C. Providing Assistance and Referral:

1. Notification officers shall not leave upon completion of the notification until reasonably assured that the next of kin has adequate personal control and/or family or close friend(s) readily available to provide support. In gauging the need for assistance, notification officers shall also consider the following:
 - a. The emotional reaction and the physical condition of the next of kin;
 - b. The availability of other adults in the home;
 - c. Responsibility for infants or small children;
 - d. Home environment (i.e., evidence of excessive alcohol use or drug use, lack of means of financial support, shortage of food, problem with shelter, etc.); and
 - e. Availability of a support system (e.g., including friends, family, close neighbors, access to clergy, means of transportation, etc.)
2. Officers should provide any additional information of a fatal incident requested by survivors. While graphic details may not be necessary, officers should provide information if asked specifically concerning the cause of death, condition of the body or other details of the fatality.
3. Officers should remain alert to the possible need for medical assistance. When officers are aware of serious medical conditions in advance of notification, they should place a local medical response unit on alert.

3. Officers should be aware of confusion on the part of survivors; speak slowly and deliberately, and write down any pertinent information that the survivor may need. This includes such matters as the following:
 - a. Disposition of the body;
 - b. Location of personal effects;
 - c. Identification requirements/procedures; and
 - d. Notification of officers' names, agency and telephone numbers.
4. Officers should assess the physical and emotional well-being of the survivor before departing. Officers should be reasonably assured that survivors can take care of themselves and those for whom they may be responsible.
6. Notification officers should not leave a lone survivor unattended until all reasonable efforts have been made to obtain first-hand support from the survivor's family, friends, co-workers, neighbors, family clergy or counselors.
7. Notification officers should conduct a follow-up within 24 hours with any survivor when there is a concern for the survivor's well-being.

SECTION 08
UNAUTHORIZED PERSONS IN POLICE STATION

PURPOSE: The purpose of not allowing unauthorized persons in the offices of the West Branch Police Department is to ensure that persons do not have access to areas of the facility when they are not on official business.

POLICY: All persons not employed by the West Branch Police Department or other City of West Branch Departments shall have limited access to the West Branch Police Department, except by permission of any employee.

PROCEDURES:

- A. The lobby door which separates the lobby from the interior of the Department shall be kept locked at all times when the police department is not occupied by a member of the department.
- B. Persons having business to conduct in the interior of the offices shall be admitted into the interior of the Department with the permission of an employee or member.
- C. The squad room and the offices of the Chief of Police shall not be entered by unauthorized persons without specific invitation by an employee or member authorized to make such initiation.
- D. The squad room and facilities of the West Branch Police Department shall be made available to any Criminal Justice Agency or personnel that needs an area to conduct an interview pursuant to an investigation. Communications devices shall also be made available to any Criminal Justice Agency or personnel that enter the Department and request to use the telephone or request a radio for them.
- E. Family members of employees shall be allowed access to the West Branch Police Department interior under the following guidelines:
 - a. The visitor must be in the presence of an employee at all times.
 - b. No more than one visit per shift of the employee.
 - c. The visitor will not be allowed access to files or records of the department.
 - d. The visitor will not be allowed access to equipment of the department.
 - e. Visits will be no longer than 15 minutes in duration.

CHAPTER 08

RESERVE POLICE FORCE/PART-TIME OFFICERS/RIDERS/AUXILIARY UNIT

- Section 01 – Reserve Police Force
- Section 02 – Part-Time Officers
- Section 03 – Ride Along Program
- Section 04 – Auxiliary Unit

SECTION 01

RESERVE POLICE OFFICER FORCE

POLICY: The Reserve Police Officer Force is authorized to supplement the staffing of the regular officers and employees, and will be governed by this and all Policies and Procedures adopted for the West Branch Police Department. Reserve Police Officers are volunteer officers who are not paid a salary. Unless specifically addressed in this section, all policies and procedures for regular officers also apply to Reserve Officers. This policy shall not be in contradiction with West Branch City Code Chapter 31.

PROCEDURES:

A. General:

1. Members of the Reserve Police Officer Force will be sworn in upon their acceptance to membership and completion of training. The taking of this oath does not give the newly sworn Reserve Police member full powers and authority of a sworn law enforcement officer.
2. The uniform prescribed for the Reserve Police Officer Force is as specified in Chapter 04 Section 08, Uniforms/Grooming, of this Policy Manual.
3. The Chief of Police, or his/her designee, will serve as liaison between the department and the Reserve Police Officer Force.
4. The staffing level of the Reserve Police Officer Force will be a maximum of four (4) Reserve Police law enforcement officers.

B. Recruitment/Selection/Staffing:

1. Applications from persons desiring to become a Reserve Police Officer will be accepted on a continuous basis throughout the year and retained by the Chief of Police.
2. Once annually, the Supervisor of the Reserve Police Officer Force will process those applications on file and make appropriate recommendations to the Chief of Police pertaining to the selection of new Reserve Police officers for any open positions. The Supervisor of the Reserve Police Officer Force shall be appointed by the Chief of Police if no other supervision is available.
3. Based on those recommendations, appropriate basic training will be scheduled for new recruits.
4. Newly selected Reserve Police officers waiting for basic training will be encouraged to ride with officers, keeping in mind that they can take no law enforcement action.

C. Membership:

1. Members of the Reserve Police Officer Force will be classified as Patrol Reserve Police Officers or Administrative Reserve Police Officers and will perform those duties as defined in paragraph I.
2. It is recognized that some citizens may be interested in assisting the department in areas other than patrol operations. Examples of these areas would include communications, records and special “in-house” projects. Those persons selected for these administrative duties will receive the same classroom training as other Reserve Police officers but will not be furnished a firearm to carry or be sworn.
3. Membership will be open to all individuals who meet the following requirements, which are the same as for regular law enforcement officers:

- a. Age - applicants must be 21 years of age.
- b. Education - high school diploma, GED or equivalent.
- c. Must be a US citizen and a resident of Iowa. Must be a resident of Cedar, Johnson or Muscatine Counties.
- d. Driver's license - must hold a valid Iowa license and be able to operate a vehicle with no mechanical adjustments to standard equipment.
- e. Be free of a felony record and this will be evidenced by not having entered a plea of guilty or having been convicted, pardoned or otherwise relieved by a state or the Federal Government of a crime, the punishment for which could have been imprisonment in a federal or a state prison.
- f. Undergo a background investigation.
- g. Must not be opposed to use of force to fulfill duties.
- h. Must not be addicted to drugs or alcohol and must submit to a drug screening.
- i. Must complete a physical fitness assessment per Iowa Law Enforcement Academy Standards.
- j. Complete and submit law enforcement officer application, personal history statement, and medical history questionnaire.
- k. Be fingerprinted and a search initiated of state and national fingerprint files to disclose any criminal record.
- l. Be interviewed by the Chief of Police or his representative(s) to determine such things as motivation, appearance, demeanor, attitude and ability to communicate.
4. An interview of all applicants will be conducted by the Chief of Police or his representative(s). Applicants will be notified of the date, time and location of the interviews.
5. Applicants tentatively selected will be required to provide a copy of a recent (within the last year) medical examination showing satisfactory physical capability to perform duties as a law enforcement officer.
6. Applicants may also be required to complete the MPPI psychological test. If the MPPI is required it shall be at the candidate's expense.
7. Completed files, with the comments of the Reserve Police Officer Force Supervisor will be sent to the Chief of Police for membership determination.
8. The Chief of Police will make his recommendation to the Mayor or his/her designee.
9. All candidates will be notified in writing of acceptance or rejection of their application by the Chief of Police or his/her designee.

D. Training:

1. The required training and responsibilities of Reserve Officers will be determined by a four tier ranking system. Reserve Officers will be designated as: Reserve Officer I, Reserve Officer II, Reserve Officer III or Reserve Officer IV. In order to be eligible for appointment to a higher rank, all requirements must be met, but simply meeting the minimum requirements does not entitle the Reserve Officer to a new rank. All decisions on advancement in rank are made at the discretion of the Chief of Police with recommendations from the Reserve Police Officer Force Supervisor and the Lead Reserve Officer. Any exceptions to the minimum training requirements must be approved by the Chief of Police. Additional training may be required at the discretion of the Chief of Police, the Reserve Police Force Supervisor or the Lead Reserve Officer. All training records, including copies of certificates, must be submitted to the

- Lead Reserve Officer for tracking and documentation purposes.
2. All Reserve Police Officers must comply with the following:
 - a. Reserve Police recruits will be required to fire a score of 80% or above on the Police Qualification Course Handgun before being sworn. Each recruit will be given two (2) opportunities to qualify.
 - b. Those recruits who are unable to meet the required fire score and qualify will be invited to remain active as Civilian Citizen Volunteers. If that is not agreeable, they will be removed from membership.
 - c. Reserve Police Units will be required to fire a score of 80% or above on the Police Qualification Course-Shotgun in order to be certified to carry a shotgun on duty. If a Reserve Officer passes handgun qualification, but is unable to pass shotgun qualification, they will not be allowed to use the shotgun.
 - d. Detailed training records will be kept on each member showing satisfactory accomplishment of performance objectives.
 - e. To remain active as an Reserve Police Officer, members will be required to qualify semi-annually at the firearms range by firing a score of 80% or above on the current handgun qualification course. If at the end of 6 months, an officer has not qualified, or after two unsuccessful attempts to fire a qualifying score of 80%, the member will not be allowed to continue as a Reserve Police Officer. At that point the member can either change to a Civilian Citizen Volunteer position or they will be removed from the membership.
 - f. Specialized training may be provided as requested by the members of the Reserve Police Officer Force and as available.
 - g. On-the-job training will be accomplished by working with regular officers on vehicle patrol.
 3. Reserve Officer I (Newly Recruited Officers) – Must complete all of the following prior to appointment:
 - a. Approved application of employment for the City of West Branch.
 - b. Clear Background Check/Fingerprints.
 - c. Passed physical fitness assessment.
 - d. Must have the recommendation and approval of the Chief of Police.
 - e. Must be appointed by the Mayor and approved by the City Council.
 4. Reserve Officer II – Pursuant to Iowa Code Section 80D.7, Reserve Officers are not authorized to carry a handgun on duty until they have been appointed Reserve Officer II. Reserve Officer II employees must complete all of the following prior to appointment:
 - a. Must complete Basic Volunteer Services Training Courses
 - b. Must complete Basic First Aid/CPR Training
 - c. Must complete Human Diversity Training
 - d. Must complete basic traffic control training
 - e. Must complete basic radio operations training
 - f. Must complete Parking Enforcement Training
 - g. Must pass exam on City Ordinances
 - h. A minimum of 40 hours supervised training with a full-time certified Officer
 - i. 8 Hours of Classroom Firearms Instruction
 - j. 4 Hours of Range Firearms Instruction

- k. Passed firearms qualification (80% or Better on the Police Qualification Course)
 - l. Completed training in Blood Borne Pathogens
 - m. Completed training in Traffic Stops
 - n. Completed in-house training in radio operations and communications procedures
 - o. Completed training and passed exam on West Branch Geography (streets, businesses, public buildings, etc.)
 - p. Read and sign off on entire West Branch Police Department Policies and Procedures
 - q. Must read and sign off on Reserve Officer Policy
 - r. Must have the recommendation and approval of the Chief of Police.
 - s. Must be sworn in.
5. Reserve Officer III – All of the following must be completed prior to appointment to Reserve Officer III:
- a. Minimum six (6) months as a Reserve Officer II.
 - b. Minimum 100 hours total of supervised training, a minimum of sixty (60) of which must be uniformed patrol.
 - c. Serve a minimum of five (5) hours assisting and observing dispatchers at the Cedar County Communications Center.
 - d. Serve a minimum five (5) hours assisting and observing operations at the Cedar County Jail.
 - e. ILEA certified Reserve Law Enforcement Officer Certification.
 - f. Must have the recommendation and approval of the Chief of Police.
6. Reserve Officer IV – All of the following must be completed prior to appointment to Reserve Officer IV:
- a. Minimum six (6) months as a Reserve Officer III.
 - b. Must have the recommendation and approval of the Chief of Police.
- E. **Probationary Status:** All Reserve Police officers will serve a minimum one (1) year probationary period. Following this one year period, a review board consisting of the Chief of Police, the Reserve Police Supervisor, police officer will review the probationary officer's record and will either 1) approve the officer for permanent status, 2) extend the probation period for a period determined by the review board, or 3) terminate the officer.
- F. The Chief of Police, in conjunction with the Supervisor of the Reserve Police Officer Force will conduct an annual review of the performance of the Reserve Police Officer Force and determine if changes are needed in the organizational structure or personnel assignments.
- G. **Service Requirement:** A minimum of 120 hours of in-service time (e.g. training sessions, monthly meetings, patrol duties) is required each year. This will be accomplished by working at least 10 hours of patrol or administrative duty per month. Members failing to meet this requirement without valid reason will be considered for inactive status.
- H. **Duty Assignments:**
- 1. Reserve Police Officer powers and authority are restricted by this department in that they are not authorized to work unless under direction of regular police officer nor are they authorized to exercise full powers of arrest unless under the direction of their assigned coordinating supervisor. Direct supervision is defined as being in

- communication with the full-time certified law enforcement officer by some form of immediate electronic form of communication. (i.e., cell phone, radio etc.). Defined by Iowa Code Chapter 80D.9 under Supervision
2. Reserve Officer I:
 - a. General clerical and administrative support.
 - b. Special event traffic control.
 - c. Plain clothes ride-a-longs with full-time certified officers.
 3. Reserve Officer II:
 - a. All those conferred upon as Reserve Officer I.
 - b. Uniformed/Armed Patrol with a Certified Full-Time Officer physically present. Any exceptions, such as for the purpose of traffic control, must be approved by the Chief of Police or his/her designee.
 - c. Fingerprinting.
 - d. General parking enforcement.
 - e. Animal complaints.
 - f. Garbage and junk vehicle abatements.
 4. Reserve Officer III
 - a. All of those conferred upon a Reserve Officer II.
 - b. Patrol in vehicle alone while a full-time certified officer is on duty.
 5. Reserve Officer IV
 - a. All of those conferred upon Reserve Officer III.
 - b. Patrol in vehicle alone while a full-time certified officer is on call and within twenty (20) minutes driving time of West Branch.
 - c. Authorized to conduct approved ride-a-longs with the knowledge and approval of the Chief of Police.
 - d. No reserves shall be allowed to have ride-a-longs with civilians unless it is in the course of his duty.
 6. A Lead Reserve Officer may be appointed by the Chief of Police to serve as coordinator of the Reserve Police Force. To be eligible to be appointed Lead Reserve Officer, a Reserve Officer must be a Reserve III or a Reserve IV.
 7. Any Reserve Officer maybe assigned by the Chief of Police or other full-time, regular police officers to do the following types of assignments:
 - a. Performing traffic control at designated locations for parades and special events
 - b. Assisting at special events in the parks, downtown areas, sporting events or any other events which draw large crowds and require crowd and pedestrian control.
 - c. Assisting Regular Officers with investigations, performing stake-outs, undercover assignments, surveillance, security at crime scenes, etc.
 - d. Assist dispatcher in Communications Center
 - e. Assist Officers/Jailers in Jail or Correctional Facility
 - f. Assist staff members with special administrative projects
 - g. All Reserve Officers must make themselves available as resources to the department in case of emergency, natural disaster, civil disturbances, etc.
 - h. In addition to all regular responsibilities, each Reserve Officer III and above, will be assigned one special project per year which will allow them to utilize their unique skills and background for the betterment of the department and the community. The Reserve Officer is expected to demonstrate leadership with

respect to their special project. Special projects will be chosen by the Reserve Officer with approval from the Reserve Police Force Supervisor and the Lead Reserve Officer.

I. Duty Procedures:

1. Reserve Police Officers reporting for duty will report to the shift supervisor, who will assign the officer to duty based on current need.
2. Reserve Officers will report to and update regularly, the Lead Reserve Officer as to their availability and schedule.
3. Reserve Police Officers will not report for duty unless they are physically and mentally prepared and capable to perform any duty assignment.
4. Reserve Police Officers will not report to duty within 8 hours of having consumed alcohol and are subject to breath-testing with a result of no more than .000. Random alcohol and drug testing may be performed at any time.
5. Reserve Police Officers will personally log in with the dispatchers.
6. Reserve Police Officers will normally be notified 48 hours prior to any event where their services are needed, except in emergency situations.
7. Reserve Police Officers will be expected to fulfill assignment commitments unless an emergency arises, in which case the department should be notified.
8. Supervisors and regular officers working with Reserve Police Officers are encouraged to submit to their supervisor any positive or negative comments pertaining to Reserve Police duty performance.
9. These comments will in turn be referred to the Reserve Police Supervisor and Chief of Police.
10. Reserve Police Officer shall accompany a full time officer in the same patrol vehicle while on active patrol duties unless there is no fulltime officer available. In the occurrence there is not fulltime police officer on duty, the Reserve Officer may patrol alone. This section of the policy is to ensure there is only one patrol vehicle patrolling at one time when there is a Reserve Officer available for patrol.
11. In the event of an Emergency the Chief of Police shall designate the usage of a second patrol vehicle.

J. Inactive Roster:

1. Reserve Police Officers may be placed involuntarily or may voluntarily request in writing to be placed on an inactive status for:
 - a. Reasons of health.
 - b. Pursue education.
 - c. Employment conflicts.
 - d. Failure to satisfy service requirements.
 - e. Reasons deemed appropriate by the Chief of Police.
2. Reserve Police Officers will be allowed to remain in an inactive status for a period of six (6) months. At the end of that time the officer must return to active duty or resign, unless placed on the permanent inactive roster. Inactive officers will be required to turn in uniforms, equipment, weapon permit, badges, and ID cards.
3. Reserve Police Officers will be placed on the permanent inactive roster at age 60 and may be allowed to perform limited non-street duty. Officers may request, in writing, a waiver of this requirement in which case the request will be reviewed by the Chief of Police and a decision made.

K. Uniforms, Appearance, and Expectations:

1. Uniforms for Reserve Police Officers are prescribed by Chapter 04 Section 08, Uniforms/Grooming.
2. Reserve Police Officers will not carry an off-duty gun unless they have a valid and current concealed weapons permit obtained under current state law.
3. Reserve Police Officer's police powers and arrest authority are limited per Iowa Code to times when the Officer is on-duty. Reserve Officers should not attempt to take police action when they are not on duty.
4. Reserve Police Officers who issue a citation, make an arrest or assist an officer at an incident or arrest must be aware that their testimony may be required in court and that they are subject to subpoena in any case. As well, supplemental reports and statements must be provided upon the request of Attorneys and other law enforcement officers.
5. In the eyes of the public, Reserve Police Officers on-duty are viewed as regular law enforcement officers and their conduct must at all times be totally professional. Just as regular law enforcement officers are held by the community to a higher standard of off-duty conduct, so will be Reserve Police officers.
6. All equipment issued to Reserve Officers is the property of the Department and shall be returned if the Officer leaves the Department for any reason. The following equipment shall be issued to reserve officers by the Department:
 - a. State-Issued City Employee Identification Card
 - b. 1 Pair Uniform Pants
 - c. 1 Short-Sleeve Uniform Shirt
 - d. 1 Long-Sleeve Uniform Shirt
 - e. Badge
 - f. Name Plate
 - g. Collar Brass
 - h. Radio/Microphone/Earpiece
 - i. Belt Radio Holder
 - j. Video Microphone
 - k. Rain Jacket
 - l. Reflective Safety Vest
 - m. Handgun Duty Ammo (only .40 caliber ammunition will be provided, if another caliber is used, the Reserve Officer will be required to provide their own ammunition which must be approved by the department).
 - n. Taser, if certified in its use, Reserve Officers will share a taser which must be locked up in the Police Department when not in use.
7. Reserve Officers are encouraged to contact the Lead Reserve Officer prior to purchasing any equipment to determine if there are ways to defray some of the costs. The Police Department recognizes the high cost of the equipment and will provide support for Reserve Officers in finding ways to reduce that cost such as purchase programs, used equipment, law enforcement discounts, grant programs and the use of Reserve Officer funds if available. The officer shall provide the following equipment for his service as a Reserve Officer:

- a. Duty Handgun: Must Be Semi-Automatic in Caliber 9mm or larger (.40 Caliber Recommended). Must pass armorer's inspection and be approved by the Chief of Police.
- b. Total of three duty magazines. Must be approved by the Chief of Police along with the handgun.
- c. Magazine Holder
- d. Handgun Holster: Must be at least Level II Retention and must be approved by the Chief of Police.
- e. Inner and Outer Duty Belt
- f. Double-Locking Chain Handcuffs
- g. Double-Locking Hinged Handcuffs
- h. Double Handcuff Holder
- i. Handcuff Key
- j. Taser Holster (If Certified)
- k. Duty OC Spray (If Certified)
- l. OC Spray Holder (If Certified)
- m. ASP Baton (If Certified)
- n. ASP Baton Holder (If Certified)
- o. Belt Flashlight
- p. Flashlight Holder
- q. Boots or other Approved Footwear
- r. Body Armor

Additionally, the following items are recommended that the officer provide for his service as a Reserve Officer:

- a. Pouch for Protective Gloves
 - b. Belt Key-Holder
 - c. Weapon Light for Handgun
 - d. Night Sights for Handgun
 - e. Duty Bag
8. Generally, Reserve Officers, when on duty, will wear the prescribed and issued uniform per current policy. There are times, however, when it is necessary to not be in uniform while on duty:
- a. Plain Clothes Assignments: Permission must be granted by the Chief of Police to complete an assignment in plain clothes. Requirements for these assignments will vary depending on the nature of the assignment and will be described by the Chief of Police.
 - b. Administrative work at the Police Department: It is not necessary for a Reserve Officer to be in uniform if they are simply performing administrative duties at the Police Department. If, however, the Reserve Officer wishes to carry his or her handgun exposed to view, if authorized to do so, he or she will display their badge in a conspicuous place (typically on their belt near their holster or on a chain around their neck).
 - c. Court Appearance Wearing and Suit and Tie as opposed to uniform: When it is necessary to appear in court and the Reserve Officer prefers not to wear his or her uniform, ~~they are~~ he is to wear a suit and tie. Reserve Officers are allowed to

carry their handgun either concealed or exposed. If he or she chooses to carry a handgun exposed, he or she must display their badge in a conspicuous manner.

- d. **Emergency/Request for Assistance:** In Emergency situations, it may not be possible for the responding Reserve Officer to be in full uniform. In these situations, however, the Reserve Officer should be clearly identifiable as a law enforcement officer by wearing a distinctive armband, jacket, T-Shirt or some other indicator of office. These items should be approved in advance by the Department.

L. Injury on Duty:

1. Reserve Police Officers are covered by the workers' compensation system.
2. Reserve Police Officers injured on duty will report same to supervisor, and if medical treatment is necessary will report to the hospital for examination.
3. Reserve Police Officers will be required to complete any and all paperwork related to injuries in a timely manner, including a "Employee Report of Injury" form.

M. Termination: Reserve Police Officer appointments may be terminated by the Chief of Police for cause.

N. Responsibilities:

1. Reserve Police Officers who assist an officer at an incident or arrest must be aware that their testimony may be required in court and that they are subject to subpoena in any case. As well, supplemental reports and statements will be provided.
2. In the eyes of the public, Reserve Police Officers on-duty are viewed as law enforcement officers and their conduct must at all times be totally professional.
3. Just as regular law enforcement officers are held by the community to a higher standard of off- duty conduct, so will be Reserve Police Officers.

N. Reserve Officer Duty Status:

1. There are 3 possible duty statuses for Reserve Officers. Reserve Officers should advise the Lead Reserve Officer of their schedules and availability and of any necessary changes to the schedule. If no other information is available, the Reserve Officer will be considered off duty.
2. On Duty:
 - a. Reserve Officers are considered on duty when all of the following conditions are met:
 - i. The Reserve Officer has informed the Chief of Police, the Reserve Police Force Supervisor, or any other Full-time certified Police Officer who is an employee of the West Branch Police Department that they will be on duty.
 - ii. The Reserve Officer is either within the corporate city limits or has received specific permission to work outside the Corporate City Limits or has been dispatched to a location outside the corporate city limits.
 - iii. The Reserve Officer has personally announced their on-duty status (10-41) with the Cedar County Sherriff's Department dispatcher via radio or telephone.
 - iv. The Reserve Officer is in direct supervision of a full-time certified peace officer. Direct supervision, as defined by Iowa Code Chapter 80D.9 is being in communication with the full-time certified law enforcement officer by some form of immediate electronic form of communication (i.e. cell phone, radio etc.).

- v. The Reserve Officer has filled out the Reserve Officer log book.
- 3. Available:
 - a. Reserve Officers are considered available when all of the following conditions are met:
 - i. The Reserve Officer is available and able to safely respond to emergency calls and requests for assistance by any on-duty West Branch Police Department Officers.
 - ii. The Reserve Officer is within 30 minute drive of the West Branch Corporate City Limits
- 4. Off Duty (Unavailable):
 - a. Reserve Officers are considered off duty when any of the following conditions exist:
 - i. The Officer fails to meet all of the conditions of either of the other two statuses;
 - ii. The Officer is out of the area (further than 30 miles away from the West Branch Corporate City Limits.
 - b. Off-Duty Conduct and Procedure:
 - i. Per Iowa Code Chapter 80D, Reserve Police Officers' Police Powers including powers of arrest are limited to times when they are "in actual performance of official duties". If the Reserve Officer is not "on duty" per this policy and "in actual performance of official duties" per Iowa Code, the Reserve Officers will not exercise or attempt to exercise police powers or any other authorities beyond those granted to an ordinary citizen.
 - ii. Reserve Officers will not wear their uniform or badge unless they are "on duty" as defined by this policy. Reserve Officers are allowed to wear their uniform and badge when traveling to/from their work assignments. When not on duty, as defined by this policy, Reserve Officers will not be authorized by the department to carry weapons unless they have a current, valid weapons permit issued under then-current state law.

SECTION 02 PART-TIME OFFICERS

POLICY: The West Branch Police Department will establish rules and guidelines for the duties and responsibilities of part-time officers.

DEFINITIONS:

- A. **Part-time Police Officer:** law enforcement officers who have successfully completed the required probationary period and been appointed in accordance with this directive to be employed on a part-time basis as a law enforcement officer for the City of West Branch.
- B. **Probationary Part-Time Police Officer:** a recruit part-time law enforcement officer required to successfully complete initial minimum part-time training requirements to be eligible for employment on a part-time basis as a local law enforcement officer.

PROCEDURES:

A. **Part-time Officer Program:**

- 1. The Department may employ part-time officers, who have previously met the standards and other requirements of this directive, City ordinance and state statute, to assist full-time sworn personnel in the day-to-day delivery of law enforcement services and for emergencies.
- 2. To accomplish these tasks, part-time officers are granted full law enforcement powers equivalent to those of full-time officers as allowed by law.

B. **Candidate Qualifications:**

- 1. Prior to appointment of part-time officers, the candidate must meet all prescribed qualifications as described within this order and as set forth in the West Branch City Code and/or the rules and regulations of the Fire and Public Safety Commissioners.
- 2. A part-time officer will:
 - a. be twenty-one (21) years of age upon the date of application for employment;
 - b. be a United States Citizen;
 - c. be of good moral character, tempered habits and able to perform the essential functions of the position as the law provides;
 - d. be certified by the Iowa Law Enforcement Academy Police Officer Training Course;
 - e. have successfully completed the firearms qualification course of 80% or above, mandated by the ILEA; and
 - f. pass an extensive background investigation as established by the Chief of Police or his/her designee.

C. **Appointment Guidelines:**

- 1. Applicants for the position of part-time police officer will be appointed under the following guidelines:
 - a. Upon recommendation of the Chief of Police, a successful candidate will be appointed to the position of Probationary Part-Time Officer.
 - b. Once appointed, the part-time officer must successfully complete a twelve (12) month probation period before recommendation of a raise in pay.

- c. Upon the recommendation of the Chief of Police, any and all part-time police officers may be removed from police service, without cause, by the Mayor, subject to the advice and consent of the City Council
- d. All part-time officers are subject to re-appointment annually.
- e. All part-time officers are bound and required to adhere to every policy, procedure, rule and regulation, general and special order, or any other written or verbal order from the Chief of Police or his designee.

D. Duties and Responsibilities:

- 1. Part-time officers are expected to effectively perform any and all duties of a full-time officer when appropriately assigned and on-duty.
- 2. Part-time officers will at all times during the performance of their duties be subject to the direction of the Chief of Police, or his/her designee.
- 3. The duties and responsibilities include, but are not limited to the following:
 - a. Aid or direct traffic in the municipality.
 - b. Aid in control of natural or man-made disasters.
 - c. Aid in any case of civil disorder.
 - d. Perform all normal and regular police duties when assigned by the Chief of Police or his/her designee, on occasions when it is impractical for full-time officers in the department to perform normal or regular police duties.
 - e. Arrest or cause to be arrested, with or without process, all persons who violate the peace or are found violating any municipal ordinance or any criminal law of the state or federal governments.
 - f. Commit arrested persons for examination.
 - g. If necessary, detain arrested persons in custody until they can be brought before the proper court.
 - h. Serve and execute all judicial warrants, within the City of West Branch, as allowed by law.
 - i. Exercise all other powers as conservators of the peace that the corporate authorities may prescribe.

E. Firearms:

- 1. Part-time police officers will carry a firearm only with the express consent of the Chief of Police and then only when in the prescribed uniform of the day, on-duty and in the performance of their police duties.
- 2. Part-time police officers are expressly prohibited from carrying or possessing firearms while off-duty, unless in a capacity that is otherwise allowed by law as a private citizen.

F. Part-time Officer Selection Criteria:

- 1. Part-time officers are required to perform the same duties and accept the same responsibilities and hazards as full-time officers. Therefore, the criteria used for selection of applicants will be substantially similar to those of full-time officers.
- 2. Some of the criteria considered will include, but not be limited to:
 - a. Formal education
 - b. Experience in another law enforcement agency or environment.
 - c. Physical and mental fitness, and the ability to possess fitness attributes necessary to perform required functions.

G. Uniforms and Equipment:

1. Equipment and uniforms for part-time officers will not be distinguishable from those of full-time officers.
2. However, quantity of uniforms and equipment may be reduced, at the discretion of the Chief of Police or his/her designee, to reflect the level of activity or hours worked by any part-time officer.
3. Issuance of uniforms and equipment to part-time officers will be done in the same manner as for full-time officers.
4. The uniform will be worn as prescribed by department orders.
5. The uniform will be worn only while the officer is traveling to and from work and while on duty, unless otherwise authorized by the Chief of Police or designee.

H. In-service Training:

1. All part-time police officers will receive, and must attend, all scheduled in-service training programs that are scheduled for full-time sworn officers performing like functions.
2. All such training will be conducted for part-time officers under the following guidelines:
3. All part-time officers must be available to attend any/all mandatory in-service training.
4. Part-time officers are required to make themselves available for in-service meetings and training sessions.

I. Firearm and Use of Force Training:

1. Part-time officers will attend all in-service training programs offered full-time officers in topics dealing in use of force and firearms proficiency standards, to include:
 - a. Department-authorized firearms,
 - b. Defensive tactics,
 - c. Baton and impact weapons,
 - d. OC spray,
 - e. Use of force law and policy, and
 - f. Practical training.
2. Failure to meet any proficiency requirements and display an understanding of applicable laws, court decisions and department policies regarding the use of force will be cause for discipline.

J. Liability Protections:

Part-time West Branch Police Officers are indemnified with the same public liability protections as that of full-time West Branch Police officers.

K. Work Scheduling and Personnel Matters:

1. Scheduling
 - a. Part-time West Branch Police Officers must submit the dates, shifts and specific times they will be unavailable to work a particular month to the Chief of the patrol division (Sergeant).
2. Submission must be in prior to the 15th day of the preceding month.
3. Work assignments will be designated to those officers who best meet the scheduling needs and requirements of the department.

4. Part-time officers must arrange for their own (part-time) replacement at least twenty-four (24) hours in advance on days they will be unable to fulfill their scheduling obligations.
 - a. Date and start times of the replacement officer will be the same as the originally scheduled officer.
 - b. Any such change in the schedule will immediately be submitted in writing to the appropriate shift commander. The memo will be signed by both the original and replacement officer.
 - c. If a replacement is unavailable, the appropriate shift commander will be notified immediately.
 - d. If the absence occurs on the scheduled day of duty, the on-duty shift commander will be notified immediately and the absences will be handled as any other.
5. Part-time officers are responsible to obtain a copy of the schedule and check the posted master schedule for their work assignments.
6. Part-time officers calling in due to illness or injury on the day of duty must notify the on-duty shift commander a minimum of one hour prior to the start of the roll call period.
7. A record of refusals to work will be kept on file with the patrol division. Subsequent to four (4) refusals being logged within one year, the officer may be dismissed from the department.

L. Mandatory Working Hours:

1. Each part-time work schedule will consist of the same times as a full-time officer.
2. Part-time officers will only be paid for the actual hours worked. Compensation will not be paid more than once for the same hours under any circumstances (no pyramiding).
3. All part-time officers will be evaluated annually by patrol division supervisor(s) as prescribed by the Chief of Police or designee.
4. Any part-time officer not meeting standards in any rating period will be subject to administrative review and appropriate discipline including termination.

SECTION 03
RIDE ALONG PROGRAM

POLICY: The West Branch Police Department shall establish a citizen ride-a-long program.

PROCEDURE: The following shall be the procedures for the policy of the West Branch Police Department regarding civilian riders:

- A. Normally, a civilian shall not be allowed to ride more than once per week and no longer than 5 hours per shift. Only the Chief of Police may approve exceptions for longer ride times.
- B. Officers that have civilians ride with them have the responsibility of notifying the Chief of Police in the event that the civilian acts in an unacceptable manner.
- C. The privileges of a civilian to ride along may be denied at any time.
- D. Ride along forms must be filled out prior to anyone riding in the West ranch Police Department vehicle.
- E. Violations of these rules and regulations subject the Officer to disciplinary action that may take the form of verbal or written reprimand, reduction of rank, suspension or dismissal. Action taken will depend upon the degree of the offense, the record of the Officer and the seriousness of the consequences of the violation.
- F. Disciplinary action will be followed as defined in Chapter 03, Section 01 in the West Branch Police Departments Policy and Procedures.
- G. Attached form shall be the form riders and parents of riders under the age of 18 shall sign and return to the Chief of Police before riding should take place.
- H. Certified or employed police officers shall obtain approval from the Chief of Police by phone call, in person or in writing before riding occurs.

West Branch Police Department Ride Authorization Release

I, _____ hereby release and hold harmless the West Branch Police Department, their officers, and employees from any injury or liability which I may suffer or sustain in the future as a result of riding along with officers.

I fully understand that I am not to participate in any investigations or any criminal activities.

I agree to follow the instructions of the supervising officer while riding with the West Branch Police Department.

I agree not to break any laws or commit any crimes while riding with the West Branch Police Department.

I will not carry any weapon(s) or firearm.

If I am not a police officer, I will not represent myself as a police officer at any time.

I will not at any time relay information to anyone outside this department while I have ridden with the West Branch Police Department.

I agree if I violate any of the above rules I will be subject to dismissal from riding further with the West Branch Police Department.

Signed and dated this _____ day of _____ 20____.

Signature of Rider: _____

Signature Sheet

POLICY AND PROCEDURE SIGN-OFF

On _____ I, _____ received a copy of the West Branch Police Department Policy. I have viewed the contents on this disk and read and understand the Policy. I understand the West Branch Police Department Policy will be in effect immediately. My signature indicates that I have read this policy and viewed it in its entirety.

Signature: _____

RESOLUTION NO. 1527

RESOLUTION APPROVING VARIOUS CONTRACTS FOR THE 2017 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$41,644.00.

WHEREAS, the City's premier event of the year is Hoover's Hometown Days; and

WHEREAS, the fiscal year 2016-2017 budget for Hoover's Hometown Days include funding for entertainment and services for the event; and

WHEREAS, three organizations have submitted proposed service agreements in the amount of \$41,644.00 to provide a fireworks display, stage rental, and toilet and sink facility rental; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$_____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of _____, 20____ at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

_____ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

_____ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

_____ the sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

_____ \$_____ in full by _____ (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

_____ \$_____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$_____ as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

_____ Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

_____ Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. Buyer agrees to provide:

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

Coralville Parks and Recreation Department
1506 8th Street, Coralville, Iowa 52241
Phone (319) 248-1750; Fax (319) 248-1899
sprochaska@coralville.org



Hoover Hometown Days

For Parks Department use on delivery.

Delivery Signature: _____ Showcase Staff Initials _____
Group Representative

I have approved the location of the Showcase and have received training on opening and closing the stage.



Port O Jonny, Inc.

2740 Stonegate Court
Hiawatha, Ia 52233

Estimate

Date **Estimate No.**

10/13/2016 3486

Customer

City of West Branch
304 E Main Street
PO Box 218
West Branch, Iowa 52358

Delivery Address

Hoover Home Town Days

chris@portojonny.com www.portojonny.com

Visit us on Facebook
www.facebook.com/portojonny

Item	Description	Qty	Rate	Total
Handi Unit	August 4th and 5th, 2017	4	62.00	248.00
Reg. Unit	Handicap Unit No Service Special Event	4	62.00	248.00
Sink	Regular Unit No Service Special Event	4	62.00	248.00
	Double Sink No Service Special Event			
Port O Jonny looks forward to hearing from you in the near future. Please call our office with any questions or concerns 877.378.8900. Visit us at www.portojonny.com or www.facebook.com/portojonny		Subtotal		
		Sales Tax (7.0%)		
		Total		

RESOLUTION NO. 1528

RESOLUTION DESIGNATING FOSTER STREET AS A SPECIAL 20 MPH SPEED ZONE PER SUBSECTION 63.04(2)A IN THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA.

WHEREAS, the Police Chief has recommended that Foster Street be considered as a school zone; and

WHEREAS, per Section 63.04 of the City Code, the City Council has heretofore established special speed zones; and

WHEREAS, school districts have been designated as special 20 MPH speed zones; and

WHEREAS, the City Council wishes that Foster Street be designated as falling within a school district.

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

Section 1. The City Council hereby designates Foster Street as being located within a school district, establishing a Special 20 MPH Speed Zone on Foster Street.

Section 2. The City Council hereby instructs the West Branch Public Works Department to install appropriate signage on Foster Street.

Section 3. The City Council hereby instructs the West Branch Police Department to make efforts to educate the public that Foster Street has been designated as a 20 MPH Special Speed Zone and to enforce the speed limit accordingly.

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1529

RESOLUTION APPROVING LEGAL SERVICES AGREEMENT AND AUTHORITY TO REPRESENT WITH LYNCH DALLAS, PC IN AN AMOUNT NOT TO EXCEED \$2,300.

WHEREAS, the City of West Branch desires update their employee handbook; and

WHEREAS, Lynch Dallas, PC, of Cedar Rapids, IA has provided a proposal for this service; and

WHEREAS, this proposal would include a complete review of the existing employee handbook and suggested revisions per the direction of the West Branch City Council; and

WHEREAS, it is now necessary to approve said proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned proposal from Lynch Dallas, PC, of Cedar Rapids, IA is hereby approved.

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

CORINNE R. BUTKOWSKI
HOLLY A. CORKERY
EMILY K. ELLINGSON
STEVEN C. LEIDINGER
JON M. McCRIGHT
SCOTT E. McLEOD
MATTHEW J. NAGLE
BRETT S. NITZSCHKE
PATRICK J. O'CONNELL



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CYNTHIA A. M. PARKER
AMY L. REASNER
KYLE A. SOUNHEIN
WILFORD H. STONE
DAVID L. WENZEL
CASSANDRA C. WOLFGRAM

H. EDWARD BEATTY
1934 – 2014

MAILING ADDRESS:
P.O. Box 2457
Cedar Rapids, IA 52406-2457

October 17, 2016

Matt Muckler, City Administrator
City of West Branch, Iowa
110 North Poplar Street
West Branch, Iowa 52358

Re: City of West Branch Employee Handbook

Dear Mr. Muckler:

I am writing in response to your request for Lynch Dallas, P.C. to provide a proposal to perform a revision of the City of West Branch Employee Handbook. A revision of the City of West Branch Employee Handbook would include the following services: reviewing the City of West Branch Employee Handbook; providing recommendations regarding revisions or additions to the Employee Handbook; consulting with the City of West Branch regarding any recommended changes; and updating the Employee Handbook with the changes the City Administration and City Council have approved. This will include providing a copy of the revised Employee Handbook to the City.

We have conducted an initial review of the information you have provided regarding the City of West Branch Employee Handbook at no cost to the City. As a result of the initial review, we have determined that the overall cost to review and revise the Employee Handbook would be \$2,300.00.

These quotes are "not to exceed amounts" that will guarantee the charges to review and revise the employee handbook will not exceed \$2,300.00. In addition, an accounting of the time spent working on the revisions will be provided to the District based upon the hourly rates of \$175.00 per hour for shareholders, \$135.00 per hour for associates, and \$85.00 for legal assistants. If the amount of fees incurred to perform the review is less than the amount quoted, the District will only be billed the amount of fees incurred to complete the review.

LYNCH DALLAS, P.C.

Matt Muckler,
City Administrator

Page 2

October 17, 2016

I have enclosed a legal services agreement with this letter that reflects the services and amounts described above. If you agree to the terms of this legal services agreement, please sign and return it to my office. My office is very flexible in working with cities in setting up a timeline for review. We can begin work on reviewing and revising the handbook upon approval of the quote set out in this letter. If you have any questions regarding the proposed review of the City of West Branch Employee Handbook, please do not hesitate to contact me.

Sincerely,

LYNCH DALLAS, P.C.

By:

Holly A. Corkery

A handwritten signature in black ink, appearing to read 'Holly A. Corkery', is written over the printed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

HAC:rmr
Enclosures

LEGAL SERVICES AGREEMENT AND AUTHORITY TO REPRESENT

The City of West Branch, Iowa, hereby authorizes Holly A. Corkery and the attorneys of Lynch Dallas, P.C. ("LDPC") to serve as legal counsel to the City of West Branch with respect to revision of the City of West Branch Employee Handbook. This representation, which shall not be exclusive, shall be governed by the following terms and conditions:

1. Our attorneys will exercise their best efforts on the City's behalf and will not settle any dispute or matter involving the City without the consent of its City Administration and City Council.

2. Our attorneys expect us to answer their calls, respond to their correspondence, and supply them with complete and accurate information.

3. Attorneys' Fees. The amount our attorneys will receive for attorneys' fees for the legal services to be provided under this Agreement will be as follows:

a. Flat Fee. None.

b. Hourly Fee. We shall pay Shareholders a fee of \$175.00 per hour; Associates \$135.00 per hour; and Legal Assistants \$85.00 per hour for all services performed under this contract. We shall pay Attorney the amount of \$2,300.00 at the time of signing this agreement as an advance to be used for payment of fees and expenses incurred. Any unused portion of the advance shall be refunded to us. The charges to review and revise the Employee Handbook will not exceed \$2,300.00.

c. Contingency Fee. None.

d. Reinstatement. N/A.

e. Counterclaim. N/A.

4. Costs. We agree to assume and pay all costs including copying costs, telephone charges, necessary travel expenses and any other administrative costs chargeable to us.

5. Discharge or Withdrawal of Attorney. The City shall have the right to terminate LDPC at any time. The City will, however, still owe LDPC any money due at the time the City gives notice of that decision including but not

limited to advanced costs and the recoverable hourly rate noted above already expended on the City's behalf pursuant to this Agreement. LDPC has the right to withdraw from representing the City if: (a) the City insists upon pursuing an objective LDPC deems to be imprudent; (b) the City makes representation unreasonably difficult or unethical; (c) the City fails to disclose information after being asked to do so or discloses false information; (d) the City fails to cooperate in pursuing its matters; (e) the City fails to pay fees or expenses when due; or (f) other good cause for withdrawal exists. LDPC does not give up its right to withdraw even where they continue to represent the City after an event permitting withdrawal.

Dated at Cedar Rapids, Iowa, this _____ day of _____, 2016 by City of West Branch, Iowa

CITY OF WEST BRANCH, IOWA

By: Mayor Roger Laughlin

Dated at Cedar Rapids, Iowa, this _____ day of October, 2016 by LDPC.

By: _____
HOLLY A. CORKERY
LYNCH DALLAS, P.C.
526 Second Avenue SE
P. O. Box 2457
Cedar Rapids, IA 52406-2457
Telephone: 319.365.9101 (x130)
Facsimile: 319.365.9512
E-Mail: hcorkery@lynchdallas.com

West Branch CIP FY16-FY20

	<u>Budgeted Amount</u>	<u>Council App. Date</u> for Eng	<u>Council App. \$</u> Amount	<u>Res. #</u>	<u>Council App.</u> Date for Const	<u>Council App. \$</u> Amount	<u>Res. #</u>	<u>Minus</u> Water/Sewer	<u>\$ Amount</u>	<u>CO#1</u>	<u>CO#2</u>	<u>CO#3</u>	<u>Total</u>
<u>FY16</u>													
4th Street, Animal Clinic to Reagan	\$ 500,000.00	6/1/2015	\$ 65,000.00	1340	4/4/2016	\$ 756,332.50	1440	\$ 60,534.00	\$ 760,798.50	\$ 5,645.00	\$ 49,247.50	\$ 10,955.60	\$ 826,646.60
Main St Crossings @ Pedersen/Scott	\$ 70,000.00	6/1/2015	\$ 7,700.00	1341	5/16/2016	\$ 42,310.09	1465		\$ 50,010.09				\$ 50,010.09
Main & Oliphant Intersection	\$ 110,000.00	6/1/2015	\$ 11,550.00	1341	5/16/2016	\$ 63,465.14	1465		\$ 75,015.14				\$ 75,015.14
Main & Foster Intersection	<u>\$ 150,000.00</u>	6/1/2015	\$ 15,750.00	1341	5/16/2016	\$ 86,543.37	1465		<u>\$ 102,293.37</u>				<u>\$ 102,293.37</u>
Subtotal	\$ 830,000.00								\$ 988,117.10				\$ 1,053,965.20
<u>FY17</u>													
Orange Street, 4th to 5th (Goal #3)	\$ 150,000.00								\$ 150,000.00				\$ 150,000.00
N. 1st St., Main to Green	\$ 161,000.00		\$ 29,700.00			\$ 222,800.00			\$ 252,500.00				\$ 252,500.00
Main St. Sidewalk, Ph. 4 (Goal #6)	<u>\$ 163,750.00</u>								<u>\$ 163,750.00</u>				<u>\$ 163,750.00</u>
	\$ 474,750.00								\$ 566,250.00				\$ 566,250.00
											Subtotal after FY17 =		\$ 1,620,215.20
<u>FY18</u>													
College St. Bridge (Incl. Goal #3 & N 2nd St. from Green to College)	\$ 910,000.00								\$ 1,027,124.00				\$ 1,027,124.00
											Subtotal after FY18 =		\$ 2,647,339.20
<u>FY19</u>													
Town Hall Restoration	\$ 400,000.00								\$ 400,000.00				\$ 400,000.00
College, Downey to 1st (Goal #3)	\$ 60,000.00								\$ 60,000.00				\$ 60,000.00
Foster Street Sidewalk (Goal #5)	<u>\$ 74,150.00</u>								<u>\$ 70,000.00</u>				<u>\$ 70,000.00</u>
Subtotal	\$ 534,150.00								\$ 530,000.00				\$ 530,000.00
											Subtotal after FY19 =		\$ 3,177,339.20
<u>FY20</u>													
West Main Street Overlay	\$ 215,000.00								\$ 215,000.00				\$ 215,000.00
East Main Street Overlay	\$ 205,000.00								\$ 205,000.00				\$ 205,000.00
N. 2nd St., Main to Green (Goal #3)	<u>\$ 202,000.00</u>		\$ 34,600.00			\$ 230,490.00			<u>\$ 265,090.00</u>				<u>\$ 265,090.00</u>
	\$ 622,000.00								\$ 685,090.00				\$ 685,090.00
											Subtotal after FY20 =		\$ 3,862,429.20
<u>Items that are pushed to a future CIP OR annual budget OR to Park Improvements Bond:</u>													
Northside, Oliphant to Maple	\$ 113,000.00								\$ 188,000.00				\$ 188,000.00
South Maple, 2nd to 4th	\$ 60,000.00								\$ 100,000.00				\$ 100,000.00
Cookson Drive, Maple to Dead End	\$ 73,000.00								\$ 214,945.00				\$ 214,945.00
Oliphant St., Downey to 551 N.	\$ 130,000.00								\$ 160,000.00				\$ 160,000.00
Beranek Street (Parking Lot)	\$ 400,000.00		\$ 27,000.00			\$ 274,960.00			\$ 301,960.00				\$ 301,960.00
E. Green Street, 5th to 6th (Goal #3)	\$ 60,000.00								\$ 60,000.00				\$ 60,000.00
Orange Street, 5th to 6th (Goal #3)	<u>\$ 180,000.00</u>								<u>\$ 180,000.00</u>				<u>\$ 180,000.00</u>
	\$ 1,016,000.00								\$ 1,204,905.00				\$ 1,204,905.00
<u>Items to fund in future annual budgets:</u>													
S. 1st Street, Cookson to Cedar	\$ 102,000.00								\$ 20,000.00				\$ 20,000.00
Foster Street, Main to School	\$ 158,000.00								\$ 25,000.00				\$ 25,000.00
N. 1st St., College St to Dead End	<u>\$ 239,000.00</u>								<u>\$ 35,500.00</u>				<u>\$ 35,500.00</u>
	\$ 499,000.00								\$ 80,500.00				\$ 80,500.00

West Branch CIP FY16-FY20

		<u>Council App. Date</u>	<u>Council App. \$</u>		<u>Council App.</u>	<u>Council App. \$</u>		<u>Minus</u>					
	<u>Budgeted Amount</u>	<u>for Eng</u>	<u>Amount</u>	<u>Res. #</u>	<u>Date for Const</u>	<u>Amount</u>	<u>Res. #</u>	<u>Water/Sewer</u>	<u>\$ Amount</u>	<u>CO#1</u>	<u>CO#2</u>	<u>CO#3</u>	<u>Total</u>
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	\$ 548,900.00								\$ 636,250.00				\$ 636,250.00
											Subtotal after FY17 =		\$ 1,690,215.20
<u>FY18</u>													
College St. Bridge (Incl. Goal #3 & N 2nd St. from Green to College)	\$ 910,000.00								\$ 1,027,124.00				\$ 1,027,124.00
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Town Hall Restoration	\$ 400,000.00								\$ 400,000.00				\$ 400,000.00
College, Downey to 1st (Goal #3)	<u>\$ 60,000.00</u>								<u>\$ 60,000.00</u>				<u>\$ 60,000.00</u>
Subtotal	\$ 460,000.00								\$ 460,000.00				\$ 460,000.00
											Subtotal after FY19 =		\$ 3,177,339.20
<u>FY20</u>													
West Main Street Overlay	\$ 215,000.00								\$ 215,000.00				\$ 215,000.00
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	\$ 499,000.00								\$ 80,500.00				\$ 80,500.00

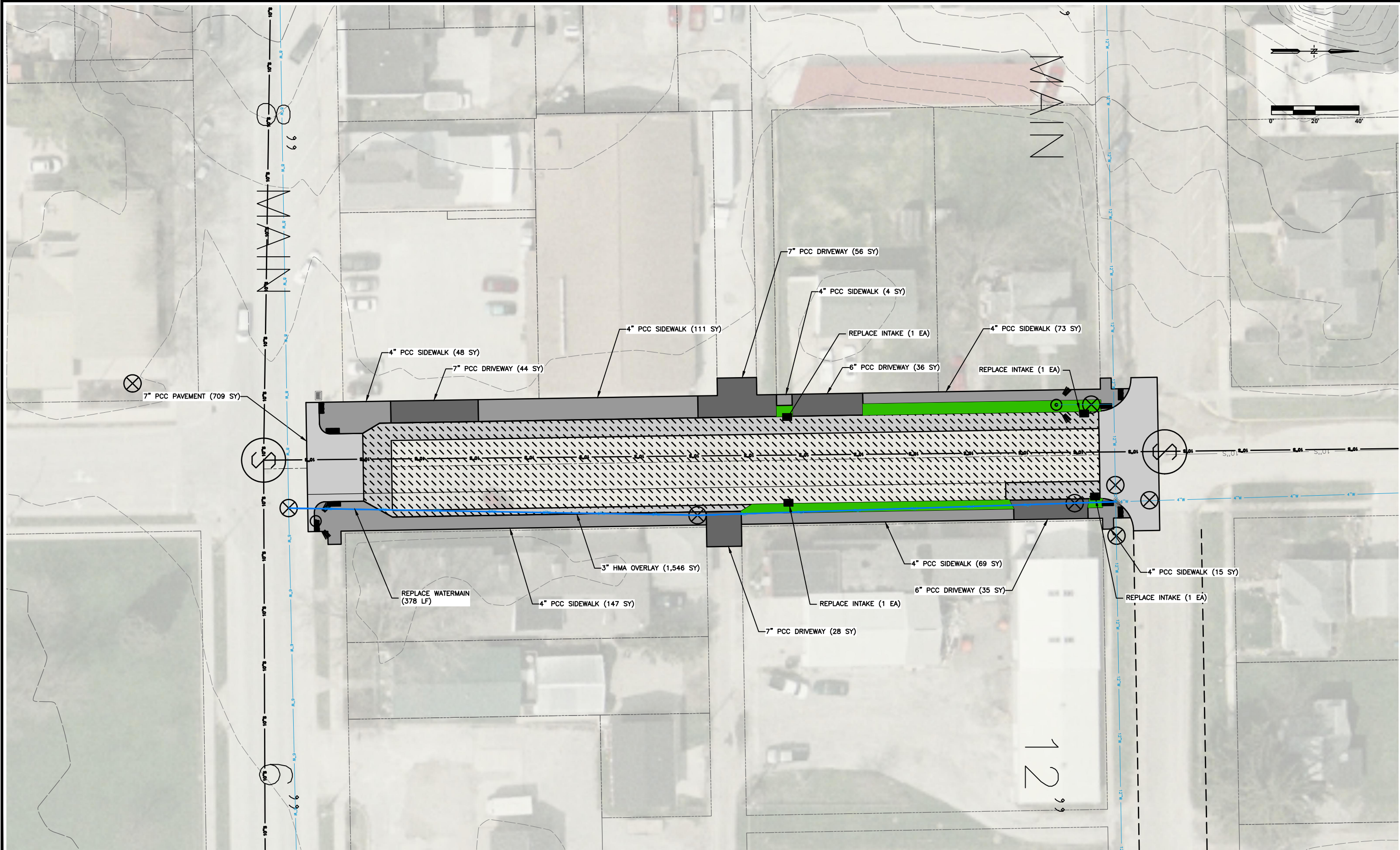
10/18/16 Version B

Estimate of Cost
1st Street Improvements
West Branch, Iowa
October 10, 2016

Description		Unit	Estimated Quantities	Unit Price	Extended Price
1	CLEAR + GRUBB	Units	10	\$15.00	\$150.00
2	EXCAVATION, CL 10, WASTE	CY	120	\$15.00	\$1,800.00
3	TOPSOIL, STRIP, SALVAGE + SPREAD	CY	10	\$5.00	\$50.00
4	MODIFIED SUBBASE	CY	120	\$40.00	\$4,800.00
5	STD/S-F PCC PAV'T, CL C CL 3, 7"	SY	709	\$60.00	\$42,540.00
6	HMA (300K ESAL) I-S, 1/2", NO FRIC	Tons	255	\$90.00	\$22,950.00
7	SURF, DRIVEWAY, CL A CR STONE	Tons	20	\$25.00	\$500.00
8	INTAKE, SW-501	Ea.	4	\$2,500.00	\$10,000.00
9	SUBDRAIN, TILE, 4"	LF	360	\$10.00	\$3,600.00
10	SUBDRAIN OUTLET, RF-19E	Ea.	8	\$300.00	\$2,400.00
11	STORM SWR G-M/CAS, TRNCHED, RCP 2000D, 15"	LF	20	\$50.00	\$1,000.00
12	RMVL OF PAV'T	SY	709	\$10.00	\$7,090.00
13	RMVL OF INTAKE + UTILITY ACCESS	Ea.	4	\$1,000.00	\$4,000.00
14	SIDEWALK, PCC, 4"	SY	430	\$50.00	\$21,500.00
15	SIDEWALK, PCC, 6"	SY	40	\$50.00	\$2,000.00
16	DETECTABLE WARNING - CURB RAMP	SF	80	\$40.00	\$3,200.00
17	DRIVEWAY, PCC, 6"	SY	71	\$40.00	\$2,840.00
18	DRIVEWAY, PCC, 7"	SY	128	\$50.00	\$6,400.00
19	CONSTRUCTION SURVEY	LS	1	\$5,000.00	\$5,000.00
20	PAINTED PAV'T MARK, WATERBORNE/SOLVENT	STA	2	\$500.00	\$1,000.00
21	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00
22	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00
23	WATER MAIN, TRENCHED, PVC, 6"	LF	378	\$35.00	\$13,230.00
24	VALVE, GATE, DIP, 6"	Ea.	3	\$1,000.00	\$3,000.00
25	SILT FENCE	LF	500	\$2.00	\$1,000.00
26	RMVL OF SILT FENCE	LF	500	\$0.50	\$250.00
27	CLEAN-OUT OF SILT FENCE	LF	500	\$1.00	\$500.00
				Subtotal	\$171,800.00
				15% Contingency	\$26,000.00
				Construction Total	\$197,800.00
				15% Engineering	\$ 29,700.00
				Project Total	\$ 227,500.00

X-REFS: 368191 Topo & Sanitary Map EDG (4-18-16) & Water Model 2016 & 2012-3-1 Artesi 2 & Parcels
FILE PATH: Z:\WEST BRANCH CIP\FY 2016-2017\CONCEPTS CIP 2017

PLOTTED: Monday, October 10, 2016 5:45:18 PM



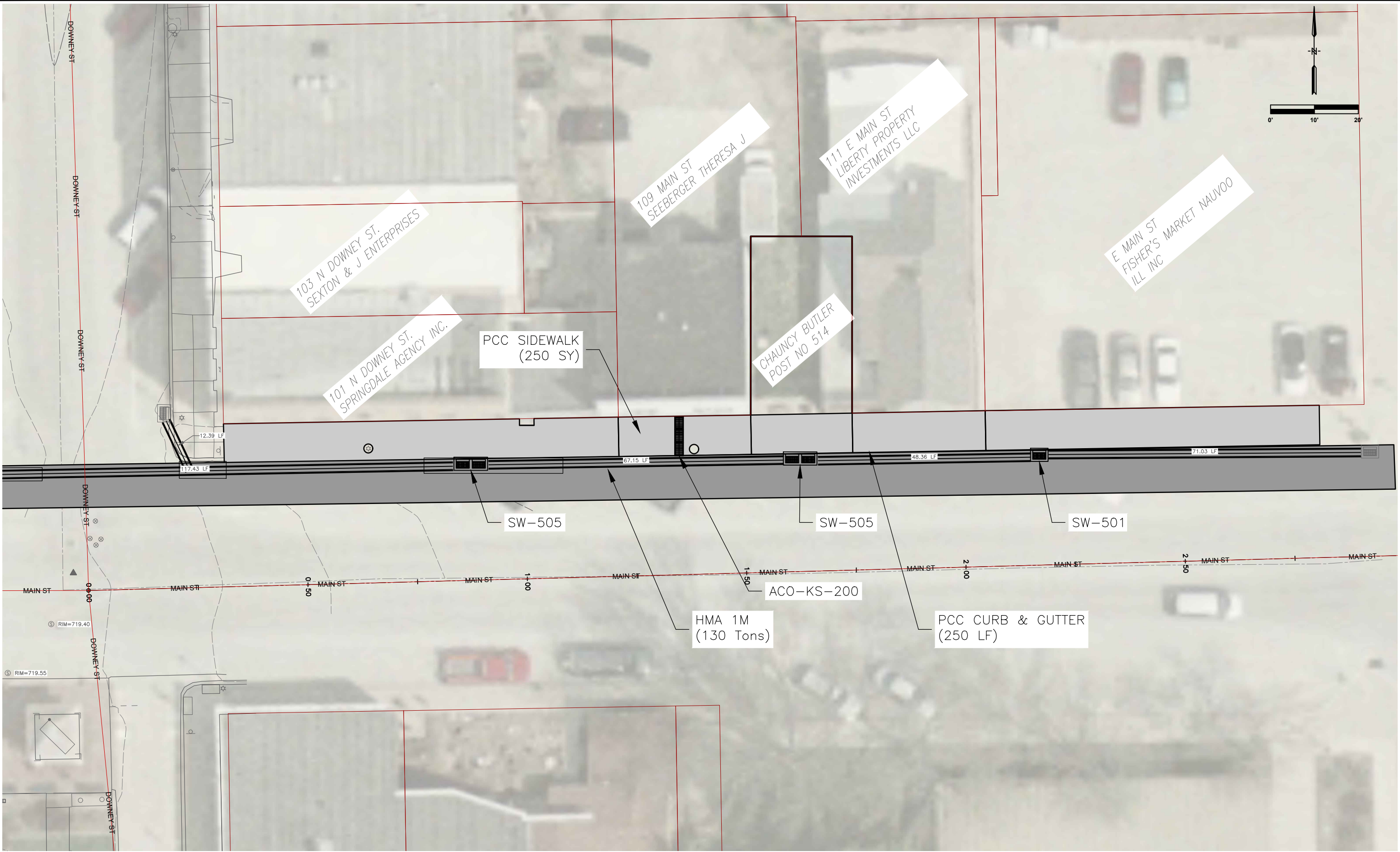
DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE	CIP 2017 CITY OF WEST BRANCH		1ST STREET		DWG. NO.
		DRAWN	LJB	BAR IS ONE INCH ON ORIGINAL DRAWING.	VEENSTRA & KIMM, INC. 860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)		PROJECT		1
		CHECKED	DRS	0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.					
		APPROVED	DRS						
		DATE	10-07-2016						
		ISSUED FOR	REVIEW						

Estimate of Cost
Main Street Phase 4 Sidewalk
West Branch, Iowa
October 7, 2016

	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	MOBILIZATION	LS	1	\$7,500.00	\$ 7,500.00
2	CONSTRUCTION STAKING	LS	1	\$2,500.00	\$ 2,500.00
3	TRAFFIC CONTROL	LS	1	\$4,500.00	\$ 4,500.00
4	PAVEMENT REMOVAL				\$ -
	4.1 HMA PAVEMENT	SY	400	\$15.00	\$ 6,000.00
	4.2 PCC CURB	LF	250	\$5.00	\$ 1,250.00
	4.3 SIDEWALK	SY	250	\$15.00	\$ 3,750.00
5	INTAKE REMOVAL	EA.	3	\$750.00	\$ 2,250.00
6	STORM CONNECTION	EA.	3	\$500.00	\$ 1,500.00
7	SW -501	EA.	2	\$3,250.00	\$ 6,500.00
8	SW-505	EA.	2	\$3,250.00	\$ 6,500.00
9	ACO -DRAIN / KS-200/ K2-21	EA.	2	\$1,000.00	\$ 2,000.00
10	STORM SWR GRAVITY, TRENCH 15"	LF	150	\$60.00	\$ 9,000.00
11	FIXTURE ADJUSTMENT	EA.	2	\$360.00	\$ 720.00
12	MODIFIED SUBBASE	CY	20	\$68.50	\$ 1,370.00
13	HMA 1M PAVEMENT	TONS	225	\$150.00	\$ 33,750.00
14	6" PCC SIDEWALK	SY	250	\$80.00	\$ 20,000.00
15	RETAINING WALL	SF	200	\$20.00	\$ 4,000.00
16	CURB & GUTTER	LF	250	\$43.00	\$ 10,750.00
Subtotal					\$123,840.00
Contingency					\$18,560.00
Construction Total					\$142,400.00
Engineering (15%)					\$ 21,350.00
Project Total					\$ 163,750.00

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X-REFS: 388200 Topo & Aerial
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DATE	REVISIONS

SCALE	AS NOTED
DRAWN	EDG
CHECKED	EDG
APPROVED	DRS
DATE	8-23-16
ISSUED FOR	REVIEW

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



VEENSTRA & KIMM, INC.

MAIN STREET SIDEWALK IMPROVEMENTS
WEST BRANCH

860 22nd Avenue • Suite 4 • Corvallis, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-3001(VA73)

PHASE - 4

285

DWG. NO.
1
PROJECT ###

RESOLUTION NO. 1522

RESOLUTION APPROVING TWO ENGINEERING SERVICES AGREEMENTS WITH VEENSTRA & KIMM, INC. FOR THE MAIN STREET SIDEWALK IMPROVEMENTS – PHASE 4 AND NORTH FIRST STREET IMPROVEMENTS PROJECTS IN AN AMOUNT NOT TO EXCEED \$51,050.

WHEREAS, the City of West Branch, Iowa desires to construct stormwater and sidewalk improvements on the north side of the 100 block of East Main Street and street and utility improvements on the 100 block on North First Street, referred to as the “Project”; and;

WHEREAS, the City of West Branch has heretofore deemed it necessary and desirable to obtain professional engineering services for design, bidding assistance, general construction services, construction observation and resident review of the Project; and

WHEREAS, Veenstra & Kimm, Inc. has prepared two agreements to perform the aforementioned services for a total consulting fee not to exceed \$51,050; and

WHEREAS, the agreements have been reviewed by the city attorney and now requires the approval of the City Council.

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

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ENGINEERING SERVICES AGREEMENT

NORTH FIRST STREET IMPROVEMENTS WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "**CITY**," and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the "**CONSULTANT**."

WHEREAS, the **CITY** desires to construct improvements on North First Street from Main Street to Green Street, referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of needed improvements; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said engineering services for a total fee not to exceed Twenty-Nine Thousand Seven Hundred Dollars (\$29,700).

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed Twenty-Nine Thousand Seven Hundred Dollars (\$29,700) under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. **COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not to exceed Twenty-Nine Thousand Seven Hundred Dollars (\$29,700). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIII. FINAL AGREEMENT.

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the **PROJECT**, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA

An Authorized Representative

Roger Laughlin, Mayor

ATTEST:

ATTEST:

An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT

NORTH FIRST STREET IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

1. Gather property ownership information and prepare preliminary roadway improvement drawings to indicate impacts on adjacent properties.
2. Topographic and existing utility surveying of the project area.
3. Preliminary design and coordination meetings with the City.
3. Final design plans and specifications.
4. Engineers estimate of cost.
5. Final construction plans and specifications.
6. Bidding assistance. City shall reimburse Consultant for cost of distributing plans and specifications to bidders.
7. General construction contract services.
8. Construction Observation and Resident Review. (Assumes 150 hours of review services plus reimbursable expenses)

ENGINEERING SERVICES AGREEMENT

NORTH FIRST STREET IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Topographic surveying of the project area shall be completed by November 18, 2016
2. Draft plans and specifications for City review shall be delivered by December 30, 2016.
3. Final construction plans and specifications shall be delivered by January 13, 2017.
4. Estimated bid date for project is February 9, 2017.
5. Construction of improvements shall be completed by October 27, 2017.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

NORTH FIRST STREET IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the fee for design services, design conferences, topographic survey, preparation of plans and specifications for the project shall be the lump sum fee of Fifteen Thousand Seven Hundred Dollars (\$15,700);
2. For **GENERAL SERVICES**, the total fee for general services during construction and final review of the project shall be the lump sum fee of Four Thousand Dollars (\$4,000);
3. For **ONSITE CONSTRUCTION REVIEW**, The total fee for construction review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for resident review services shall not exceed the sum of Ten Thousand Dollars (\$10,00) based on providing 150 hours of construction review services at \$65/hour;

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT

NORTH FIRST STREET IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "D"

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

ENGINEERING SERVICES AGREEMENT

MAIN STREET SIDEWALK IMPROVEMENTS – PHASE 4 WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the “**CITY**,” and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the “**CONSULTANT**.”

WHEREAS, the **CITY** desires to construct sidewalk and storm sewer improvements on Main Street from North Downey Street to North First Street, referred to as the “Project”; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of needed improvements; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said engineering services for a total fee not to exceed Twenty-One Thousand Three Hundred Fifty Dollars (\$21,350).

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed Twenty-Two Thousand Three Hundred Fifty Dollars (\$22,350) under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit “A” attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit “B” attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. **COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not to exceed Twenty-One Thousand Three Hundred Fifty Dollars (\$21,350). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIII. FINAL AGREEMENT.

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the **PROJECT**, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA

An Authorized Representative

Roger Laughlin, Mayor

ATTEST:

ATTEST:

An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT

MAIN STREET SIDEWALK IMPROVEMENTS – PHASE 4 WEST BRANCH, IOWA

EXHIBIT “A”

SCOPE OF SERVICES:

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

1. Gather property ownership information and prepare preliminary roadway improvement drawings to indicate impacts on adjacent properties.
2. Topographic and existing utility surveying of the project area.
3. Preliminary design and coordination meetings with the City.
3. Final design plans and specifications.
4. Engineers estimate of cost.
5. Final construction plans and specifications.
6. Bidding assistance. City shall reimburse Consultant for cost of distributing plans and specifications to bidders.
7. General construction contract services.
8. Construction Observation and Resident Review. (Assumes 80 hours of review services plus reimbursable expenses)

ENGINEERING SERVICES AGREEMENT

MAIN STREET SIDEWALK IMPROVEMENTS – PHASE 4 WEST BRANCH, IOWA

EXHIBIT “B”

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Topographic surveying of the project area shall be completed by November 18, 2016
2. Draft plans and specifications for City review shall be delivered by December 30, 2016.
3. Final construction plans and specifications shall be delivered by January 13, 2017.
4. Estimated bid date for project is February 16, 2017.
5. Construction of improvements shall be completed by July 1, 2017.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

MAIN STREET SIDEWALK IMPROVEMENTS – PHASE 4 WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the fee for design services, design conferences, topographic survey, preparation of plans and specifications for the project shall be the lump sum fee of Thirteen Thousand Fifty Dollars (\$13,050);
2. For **GENERAL SERVICES**, the total fee for general services during construction and final review of the project shall be the lump sum fee of Three Thousand Dollars (\$3,000);
3. For **ONSITE CONSTRUCTION REVIEW**, The total fee for construction review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for resident review services shall not exceed the sum of Five Thousand Three Hundred Dollars (\$5,300) based on providing 80 hours of construction review services at \$65/hour;

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT

MAIN STREET SIDEWALK IMPROVEMENTS – PHASE 4 WEST BRANCH, IOWA

EXHIBIT “D”

“The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured.”

RESOLUTION NO. 1530

RESOLUTION CONSIDERING THE ISSUE OF WHETHER ACCIONA WINDPOWER NORTH AMERICA, LLC SHOULD BE REBATED A PORTION OF TAX INCREMENT REVENUES

WHEREAS, on January 2, 2008, the City and Acciona Windpower North America, LLC entered into an Agreement titled *Amended Tax Increment Development Agreement By and Between the City of West Branch, Iowa and Acciona Windpower North America, L.L.C.*; and

WHEREAS, the Agreement contemplates performance of certain actions that may or must be performed by the parties to the Agreement; and

WHEREAS, pursuant to the Agreement, one action that may be performed under the Agreement is the payment, by the City, of “rebate” payments of “that percentage of incremental taxes actually paid with respect to” certain improvements to be made by Acciona “and received under Iowa Code Chapter (sic) 403.19 by the City;” and

WHEREAS, each of the possible rebate payments contemplated “shall be subject to annual appropriation of the City Council;” and

WHEREAS, “[p]rior to December 1st of each year during the term” of the Agreement “the City Council shall consider the issue of obligating for appropriation to the funding of the payments due in the following fiscal year, an amount of tax increment revenues to be collected in the following fiscal year;” and

WHEREAS the City Council is preparing to submit its annual certification “under Iowa Code section 403.19 to the Cedar County Auditor . . . the amount of taxes to be paid over the City and the amount,” if any, “obligated for appropriation for rebate to Acciona.”

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the Council has considered the issue of whether Acciona Windpower North America, LLC should be rebated a portion of tax increment revenues and concluded that the contemplated certification and appropriation process should not occur for FY 2017-2018.

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1531

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 – PHASE II FINAL DESIGN SERVICES ON THE COLLEGE STREET BRIDGE REPLACEMENT PROJECT WITH VEENSTRA & KIMM, INC. FOR THE LUMP SUM OF \$92,860.

WHEREAS, the City of West Branch, Iowa conducted a consultant selection process on the College Street Bridge Replacement Project; and;

WHEREAS, the City of West Branch, Iowa selected Veenstra & Kimm, Inc. to design the Project and Veenstra & Kimm, Inc. has completed preliminary design of the project; and

WHEREAS, the City now requires Phase II Final Design Services; and

WHEREAS, Veenstra & Kimm, Inc. has prepared a proposal to complete Phase II Final Design Services for the lump sum of \$92,860; and

WHEREAS, the Supplemental Agreement No. 1 – Phase II Final Design Services for the College Street Bridge Replacement Project has been reviewed by the city attorney and now requires the approval of the City Council.

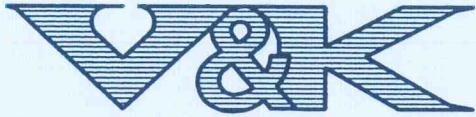
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned Supplemental Agreement No. 1 be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said Supplemental Agreement No. 1 on behalf of the City.

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



October 20, 2016

Matt Muckler
City Administrator
City of West Branch
P.O. Box 218, 110 N. Poplar Street
West Branch, Iowa 52358



WEST BRANCH, IOWA
SUPPLEMENTAL AGREEMENT NO. 1 – PHASE II FINAL DESIGN SERVICES
COLLEGE STREET BRIDGE REPLACEMENT PROJECT
PROJECT NO. BROS-8252(605)- -8J-16
FHWA NO. 012380

Preliminary design for the College Street bridge replacement project has been completed and preliminary plans have been submitted to the Iowa DOT, Army Corps of Engineers and Iowa DNR for their review. NEPA and SHPO clearances have been obtained but we are still waiting to receive the approval from the Corps and Iowa DNR. This Supplemental Agreement for Phase II Final Design Services is submitted in accordance with the provisions of our current Professional Services Agreement dated January 28, 2016.

Defining details for a custom 70'-0 x 32'-0 continuous concrete slab bridge and total participating project length of 717.06 feet were presented in our preliminary plans that were submitted on September 23, 2016. Our Final Design services included with the scope of this supplemental agreement will include the design, details, and drafting of plans for the removal and replacement of the bridge with a custom 70'-0 x 32'-0 continuous concrete slab bridge and removal and replacement of the participating portion of the College Street pavement and affected sidewalk, drives, utilities and associated grading. Final design of the non-participating portion of the pavement along College Street and 2nd Street is not included with this supplemental agreement. Phase III right-of-way acquisition coordination is also excluded from this supplemental agreement. The Phase III work will be included with a future supplemental agreement that will be presented after the right-of-way requirements are finalized during final design.

In addition to the Final Design, our firm will continue to perform the normal administrative services including ongoing coordination with City staff and the Iowa DOT. We will also provide final plans to private utilities as we coordinate for needed private utility relocations.

Matt Muckler, City Administrator
October 20, 2016
Page 2

A staff hour estimate that included tasks, hours and cost for the Phase II final design was provided with the documents presented with the original agreement for preliminary design. A copy of our updated staff hour estimate is included with this supplemental agreement to provide documentation for our lump sum fee. Our updated estimate lists the individuals that we propose to utilize for the work and their current hourly rates. The hourly rates are equal to the employees exact pay rate with an increase for our current overhead rate of 113.57% and 11.00% fixed fee. The 11% fixed fee matches the percent used for the preliminary design. The current list of tasks includes all of the items from our original estimate and our estimated hours are slightly less. The net result is a reduction in price from our previously reported estimate for Final Design.

We propose to perform the Phase II Final Design Services for the following fee:

Lump Sum = \$92,860.00

We will start final design for the project after we receive the Iowa DNR floodplain development permit and the Corps of Engineers permit. Upon completion of the Phase II final design we will submit the final plans to the Iowa DOT and the City of West Branch for your review and approval. In the event that the DNR or COE require a change to the preliminary design that necessitates a significant change to the scope of work, an amendment to this supplemental agreement may be presented.

All provisions of the original Agreement remain in effect except as modified by this Supplemental Agreement No. 1. Please review this proposal and, if it is acceptable, obtain the required signatures on all five copies, forward three copies to Kent Ellis, the Iowa DOT District 6 Local Systems Engineer for his signature, and return one signed and dated copy to us. The final copy is for your records.

If you have any questions or comments concerning this Supplemental Agreement, please contact us at 1-800-241-8000.

VEENSTRA & KIMM, INC.



Lawrence J. Spellerberg, P.E.
Project Manager

600-3
Enclosure

Matt Muckler, City Administrator
October 20, 2016
Page 3

APPROVED FOR THE CITY OF WEST BRANCH:

Matt Muckler, City Administrator

Date _____

IOWA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

ACCEPTED FOR FHWA AUTHORIZATION:

Kent L. Ellis, P.E.
District 6 Local Systems Engineer

Date _____

CLIENT:	City of West Branch, Iowa
PROJECT:	College Street Bridge Replacement, FHWA No. 012380, PN. BROS-8252(605)-8J-16
	Division II: Station 105+80.00 to 112+97.06 East College Street and Station 108+15.57 Bridge
	70'-0" x 32'-0" Custom Continuous Concrete Slab Bridge with 14'-0" Wide Sidewalk, Barrier Rail, Handrail and Fence.

10/20/16

STAFF HOUR ESTIMATE								
TASK / SHEETS	Engineer I-A Supervisor	Engineer I-C PM	Engineer III-A Design Engineer	Engineer V Design Engineer	Drafter I Drafting	Tech III Drafting	Clerical I	Total
	Dave Schechinger	Larry Spellerberg	Leland Belding	Dallas Schechinger	Dave Ledvina	Aaron Gould	Deb Luke	
PHASE II FINAL DESIGN								
II.A Final Design and Drafting of a Custom CCS Bridge and Roadway								
Division I Bridge Design Elements								
Review of Soils Report		1.0		1.0				2.0
Calculate Top of Slab Elevations		1.0		2.0				3.0
Integral Abutment Layout and Pile Design		2.0		4.0				6.0
P10L Pier Layout and Pile Design		1.0		4.0				5.0
Calculate Abutment and Pier Elevations		1.0		2.0				3.0
Bridge Geometry Layout		8.0		24.0				32.0
Calculation of Bridge Quantities		4.0		12.0				16.0
Load Rating Computations - Load Factor Method				2.0				2.0
Division II Roadway Design Elements (College Street and 2nd Street)								
Finalize Vertical and Horizontal Curves		1.0	2.0					3.0
Pollution Prevention Plan				2.0				2.0
Geometric Layout of Approach Pavement		2.0		6.0				8.0
Geometric Layout Sidewalk to Meet ADA Requirements		4.0	16.0					20.0
Geometric Layout of CMP Culverts in Approach Ditches at Drives and Streets		2.0	4.0					6.0
Geometric Layout of Relocated Water Main and Fire Hydrant		2.0	4.0					6.0
Calculation of Roadway Quantities		2.0	10.0	2.0				14.0
Miscellaneous Design Elements								
Construction Cost Opinion		4.0		2.0				6.0
Drawings								
A.1 Title Sheet (1)		0.5		1.0	2.0			3.5
A.2 Location Map, Legend, Utilities		0.5		1.0	1.0			2.5
B.1, B.2 Roadway Typical		2.0	4.0			10.0		16.0
C.1, C.2 Quantity Summary, Estimate Reference Information		4.0	8.0			8.0		20.0
C.3 General Notes		2.0	2.0			2.0		6.0
C.4 Pollution Prevention Plan		1.0		2.0	2.0			5.0
C.6, C.7 Tabulations		2.0	4.0			12.0		18.0
D.1 Removals		1.0	2.0			4.0		7.0
D.2 Plan and Profile, College Street		2.0	6.0			12.0		20.0
D.3 College Street/2nd Street Intersection Details		1.0	4.0			10.0		15.0
D.4 General Plan		2.0	4.0			10.0		16.0
G.1 Benchmarks and Control Points			1.0			1.0		2.0
H.1 Right-of-Way and Easements		1.0	2.0			6.0		9.0
J.1 Traffic Control Plan		1.0	1.0			6.0		8.0
L.1 West Approach Pavement Details		1.0		4.0	10.0			15.0
L.2 East Approach pavement Details		1.0		2.0	10.0			13.0
L.3 Staking Details College Street		2.0	4.0			10.0		16.0
L.4 Jointing Details College Street		1.0	2.0			6.0		9.0
L.5 Staking Details College Street/2nd Street Intersection		1.0	2.0			8.0		11.0
L.6 Jointing Details College Street/2nd Street Intersection		1.0	1.0			4.0		6.0
M.1 Water Main Details		1.0	3.0			10.0		14.0
Q.1 Sounding Data				1.0	2.0			3.0
S.1-S.3 Sidewalk Details		5.0	10.0			20.0		35.0
V.1 Bridge Quantity		1.0		2.0	2.0			5.0
V.2 Bridge General Notes		1.0		2.0	2.0			5.0
V.3 Situation Plan		1.0		2.0	10.0			13.0
V.4 Staking Diagram		1.0		3.0	6.0			10.0
V.5-V.9 Abutment Drawings		8.0		16.0	36.0			60.0
V.10 Abutment Backfill Details		1.0		2.0	4.0			7.0
V.11-V.13 P10L Pier Details		3.0		8.0	20.0			31.0
V.14-V.18 Superstructure Details		5.0		16.0	50.0			71.0
V.19-V.21 Traffic Barrier Rail Details		3.0		8.0	20.0			31.0
V.22-V.23 Barrier Rail Handrail Details		3.0		8.0	16.0			27.0
V.24-V.25 Pedestrian Rail Details		2.0		6.0	14.0			22.0
V.26 Subdrain and Wing Armoring Details		1.0		2.0	8.0			11.0
V.27 Conduit Details		1.0		2.0	8.0			11.0
Quality Control Review and Revisions		14.0	5.0	6.0	6.0	4.0		35.0
II.A Subtotal		113.0	101.0	157.0	229.0	143.0		743.0
II.B Final Coordination and Submittals								
Meeting with City to Discuss Final Plans (1)	2.0	6.0						8.0
Review Agency Submittals (City, IDOT)	2.0	2.0	4.0	2.0			2.0	12.0
Complete Bid Items Application				1.0				1.0
General Coordination / Administration		8.0					2.0	10.0
II.B Subtotal	2.0		16.0	5.0	2.0		4.0	31.0
II.C Private Utility Relocation Coordination								
Conflict Coordination	2.0	2.0						4.0
Final Plan Submittals to Private Utilities	1.0	4.0		1.0				6.0
II.C Subtotal	3.0	6.0		1.0				10.0
II.D Subconsultant Coordination and Review								
Prepare Subconsultant Agreement for Geotechnical Investigation	1.0	4.0						5.0
Coordinate with Geotechnical Subconsultant		1.0		2.0				3.0
II.D Subtotal	1.0	5.0		2.0				8.0
Phase II Estimated Hours Subtotal	6.0	140.0	106.0	165.0	231.0	143.0	4.0	792.0
Hourly Rate	\$157.88	\$139.87	\$119.95	\$90.08	\$89.85	\$68.16	\$82.97	
Phase II Estimated Salary Subtotal	\$947.28	\$19,581.80	\$12,714.70	\$14,863.20	\$20,755.35	\$9,746.88	\$331.88	\$78,941.09
II.E Expenses								
Mileage for Meeting with City (1)	1 Trip @ 30 mMiles/trip, 1 Trip @ 270 Miles/Trip @ \$0.575/Mile							\$172.00
Geotechnical Investigation (Terracon)								\$12,900.00
Scratch and Asbestos Testing (Iowa Environmental)								\$850.00
Phase II Estimated Expense Subtotal								\$13,922.00
ESTIMATED PHASE II SUBTOTAL								\$92,863.09

Staff hour estimate figures provided are grouped into generalized work categories, and are used as a basis for estimating total engineering effort for the project. No guarantee is intended or implied that the staff hours actually expended for individual items, individual tasks, or individual employee categories will be exactly as shown on this staff hour estimate.

Engineering Fee Estimate

The Total Estimated Engineering Cost shown above does not include work tasks which are not part of the Scope of Services contained in the Agreement for Professional Services, such as wetlands mitigation, design for aesthetic features and lighting, and landscaping.
It also does not include the Owner's own administrative costs and legal fees.

RESOLUTION NO. 1532

RESOLUTION ACCEPTING THE WEST BRANCH, IOWA MAIN STREET
INTERSECTION AND SIDEWALK IMPROVEMENTS PROJECT AS SUBSTANTIALLY
COMPLETED.

WHEREAS, All American Concrete, Inc. of West Liberty, IA was awarded the construction contract for the West Branch, Iowa Main Street Intersection and Sidewalk Improvements Project (the "Project") by the West Branch City Council through the passage of Resolution 1465 on May 16, 2016 in the amount of \$192,318.60; and

WHEREAS, Veenstra & Kimm, Inc. has declared that said Project has now been completed in accordance with the drawings and specifications on the Project, based on observations during construction, certification by the material suppliers, testing performed, and an on-site review of the completed construction by Project Engineer Dave Schechinger, P.E.; and

WHEREAS, it is now necessary for the City Council to accept the aforementioned Project as substantially completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that the West Branch, Iowa Main Street Intersection and Sidewalk Improvements Project is accepted as substantially completed.

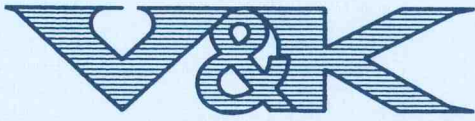
* * * * *

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



VEENSTRA & KIMM, INC.

860 22nd Avenue - Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

October 20, 2016

Matt Muckler
City Administrator
City of West Branch
110 Poplar Street
P.O. Box 218
West Branch, IA 52358

WEST BRANCH, IOWA
MAIN STREET INTERSECTION & SIDEWALK IMPROVEMENTS
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$201,202.00. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

Please sign both copies of the Certificate of Completion. Forward one copy to our office and keep the other copy for your files.

Partial Payment Estimate No. 3 (final) in the amount of the retainage will be submitted to the City after 31 days has elapsed from the date of acceptance of the project by the City.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

Eric Gould
EDG:mmc
368174
Enclosure



VEENSTRA & KIMM, INC.

860 22nd Avenue, Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

PAY ESTIMATE NO. 2

October 20, 2016

**MAIN STREET INTERSECTION & SIDEWALK IMPROVEMENTS
WEST BRANCH, IOWA**

All American Concrete, Inc.
1489 Hwy 6
West Liberty, IA 52776

Contract Amount \$192,318.60
Contract Date May 16, 2016
Pay Period August 1, 2016 - Sept. 22, 2016

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Mobilization	LS	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00
1.2	Traffic Control	LS	1	\$ 4,800.00	\$ 4,800.00	1	\$ 4,800.00
1.3	Construction Staking	LS	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00
1.4	Seeding	Acre	0.41	\$ 7,900.00	\$ 3,239.00	0.54	\$ 4,266.00
1.5	Remove HMA Sidewalk	SY	254	\$ 8.00	\$ 2,032.00	254	\$ 2,032.00
1.6	Remove Wood Hand Rail	LF	8	\$ 16.00	\$ 128.00	8	\$ 128.00
1.7	Remove & Reinstall Mailboxes	LS	1	\$ 250.00	\$ 250.00	1	\$ 250.00
1.8	Remove PCC Curb & Gutter	LF	139	\$ 5.50	\$ 764.50	139	\$ 764.50
1.9	Remove Pavement	SY	349	\$ 11.50	\$ 4,013.50	349	\$ 4,013.50
1.10	Remove PCC Sidewalk	SY	439	\$ 10.00	\$ 4,390.00	439	\$ 4,390.00
1.11	Remove Retaining Wall	LF	70	\$ 8.00	\$ 560.00	70	\$ 560.00
1.12	Field Fence (Remove & Replace)	LF	300	\$ 15.00	\$ 4,500.00	300	\$ 4,500.00
1.13	Grind Curb	LF	32	\$ 14.00	\$ 448.00	32	\$ 448.00
1.14	HMA Sidewalk	Tons	83	\$ 140.00	\$ 11,620.00	134.56	\$ 18,838.40
1.15	4" PCC Sidewalk	SY	493	\$ 55.00	\$ 27,115.00	516.84	\$ 28,426.20
1.16	7" PCC Pavement	SY	198	\$ 87.00	\$ 17,226.00	198	\$ 17,226.00
1.17	7" HMA Pavement	Tons	5	\$ 200.00	\$ 1,000.00	5	\$ 1,000.00
1.18	PCC Drive w/ PCC Curb & Gutter	SY	105	\$ 65.00	\$ 6,825.00	108.9	\$ 7,078.50
1.19	PCC Driveway	SY	20	\$ 87.00	\$ 1,740.00	21.9	\$ 1,905.30
1.20	Modified Subbase	CY	48	\$ 100.00	\$ 4,800.00	48	\$ 4,800.00
1.21	Modified Subbase	SF	307	\$ 14.00	\$ 4,298.00	307	\$ 4,298.00
1.22	Modular Block Retaining Wall	SF	130	\$ 37.00	\$ 4,810.00	114	\$ 4,218.00
1.23	3/4" Crushed Rock or Stone	CY	9	\$ 80.00	\$ 720.00	9	\$ 720.00
1.24	Type B Concrete Stairs w/ Handra	Ea.	2	\$ 4,100.00	\$ 8,200.00	2	\$ 8,200.00
1.25	Relocate Hydrant	Ea.	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
1.26	Raise Fixture	Ea.	2	\$ 325.00	\$ 650.00	2	\$ 650.00
1.27	15" RCP Pipe	LF	38	\$ 130.00	\$ 4,940.00	38	\$ 4,940.00
1.28	Slope Protection, Wood Excelsior	SQ	2	\$ 250.00	\$ 500.00		\$ -
1.29	Detectable Warning	SF	160	\$ 35.00	\$ 5,600.00	160	\$ 5,600.00
1.30	Signs	Ea.	10	\$ 320.00	\$ 3,200.00	10	\$ 3,200.00
1.31	Painted Pav't Mark, Durable	Sta.	6.48	\$ 620.00	\$ 4,017.60	6.48	\$ 4,017.60
1.32	Topsoil, Salvage, Strip, and Spread	CY	214	\$ 63.00	\$ 13,482.00	214	\$ 13,482.00
1.33	Excavation CL 10	CY	450	\$ 27.00	\$ 12,150.00	450	\$ 12,150.00
1.34	Fill For Pedersen - NPS	CY	120	\$ 40.00	\$ 4,800.00	120	\$ 4,800.00
				Contract Price:	\$ 192,318.60		\$ 201,202.00

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 192,318.60	\$ 201,202.00
Approved Change Order (list each)			
	Revised Contract Price	\$ 192,318.60	\$ 201,202.00

Stored

Total Earned \$ 201,202.00

Retainage (5%) \$ 10,060.10

Total Earned Less Retainage \$ 191,141.90

Total Previously Approved (list each)	Pay Estimate No. 1	\$ 177,042.00	

Total Previously Approved \$ 177,042.00

Percent Complete 100%

Amount Due This Request \$ 14,099.90

The amount \$14,099.90 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
All American Concrete, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: Jodi Simon
Name: Jodi Simon
Title: Corp. Sec / Treas
Date: 10-24-16

Signature: [Signature]
Name: Eric Gould
Title: Engineer
Date: October 20, 2016

Signature: _____
Name: _____
Title: _____
Date: _____

CERTIFICATE OF COMPLETION

MAIN STREET INTERSECTION & SIDEWALK IMPROVEMENTS WEST BRANCH, IOWA

September 22, 2016

We hereby certify that we have made an on-site review of the completed construction of the MAIN STREET INTERSECTION & SIDEWALK IMPROVEMENTS under the Contract as performed by All American Concrete, Inc. of West Liberty, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is Two Hundred One Thousand Two Hundred Two and 00/100 Dollars (\$201,202.00).

VEENSTRA & KIMM, INC.

Accepted: **CITY OF WEST BRANCH, IOWA**

By  _____

By _____

Title Project Engineer

Title Mayor

Date October 20, 2016

Date _____

RESOLUTION NO. 1533

RESOLUTION APPROVING A COMMERCIAL SERVICES AGREEMENT
WITH TRUGREEN COMMERCIAL IN THE AMOUNT OF \$2,504.

WHEREAS, the City of West Branch contracted with TruGreen in 2013, 2014, 2015, and 2016 for fertilizer, broadleaf weed and crabgrass control on Lions Field, as well as fall aeration and seeding; and

WHEREAS, the cost of the service for 2015 and 2016 was \$2,432 and the city staff was pleased with the services provided by TruGreen Commercial; and

WHEREAS, TruGreen Commercial has submitted a commercial services agreement in the amount of \$2,504 to perform these services for Lions Field in 2017; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned commercial services agreement with TruGreen Commercial is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



Angie Daugherty

319-533-2252

Customer Information

Bill To:

Melissa Russell

LIONS SOCCER FIELD

Lions Soccer Field

PO BOX 218
WEST BRANCH, IA 52358
USA

Service Location:

Lions Soccer Field

201 PEDERSON
WEST BRANCH, IA 52358
USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
Pederson	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$149.00
Pederson	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$376.00
Pederson	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$149.00
Pederson	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$149.00
Pederson	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$376.00
Pederson	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$149.00
Pederson	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$149.00
Pederson	Fall Aeration and Seeding	1		\$775.00
Pederson	Grub Control	1		\$232.00

Subtotal	\$2,504.00
Total Sales Tax Amount	\$0.00
Grand Total	\$2,504.00

Description LATE SPRING AND EARLY FALL APPLICATIONS WILL INCLUDE ALL THE FIELD AND EXTERIOR AREA (108,900 SQ FT)
REMAINING SERVICES WILL BE ONLY FOR THE SOCCER FIELD (43,662)
APPLICATIONS MUST BE SCHEDULED FOR FRIDAYS ONLY, THIS WILL PREVENT ANY CONFLICT WITH SCHEDULED GAMES.

Standard Terms and Conditions

1. Term. The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. Price Increases. Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
4. Check processing policy ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersedes any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

TruGreen Limited Partnership

By: _____ Date: _____
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

RESOLUTION NO. 1534

A RESOLUTION ESTABLISHING NEW FUNDS

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

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

Section 1. A capital project fund for the Main Street Sidewalk – Phase 4 Project (Fund 313) is hereby created.

Section 2, A capital project fund for the North First Street Improvements Project (Fund 314) is hereby created.

Section 3, A capital project fund for the Main Street Water Main Improvements Project (Fund 315) is hereby created.

Section 4, A capital project fund for the Inflow and Infiltration Lining and Grouting (I&I) – Phase 2 Project (Fund 316) is hereby created.

Section 5. All Resolutions or parts of Resolutions in conflict with the provisions of this resolution are hereby repealed.

PASSED AND APPROVED, this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1535

RESOLUTION AUTHORIZING INTERNAL ADVANCE TO THE TAX INCREMENT FINANCING FUND.

WHEREAS, the City of the City of West Branch, Iowa (the “City”), has established the West Branch Urban Renewal Area (the “Urban Renewal Area”) and has created the West Branch Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City will undertake urban renewal projects in the Urban Renewal Area and the City has and will incur administrative and legal costs in the estimated amount of \$87,203.56 (the “Administrative Costs”), in conjunction with the planning, authorizing and carrying out of such projects; and

WHEREAS, in order to cover the Administrative Costs and to make such costs eligible to be recouped from incremental property tax revenues, it is necessary to facilitate an internal advance of funds.

NOW, THEREFORE, IT IS RESOLVED the City Council of the City of West Branch, Cedar County, Iowa, as follows:

Section 1. It is directed that an amount not to exceed Eighty Four Thousand Four Hundred Thirty Eight Dollars (\$87,203.56) be advanced form the General Fund (the “Advance”) in order to fund the Administrative Costs. The Advance shall be repaid to the General Fund without interest, out of incremental property tax revenues received with respect to the Urban Renewal Area.

It is intended that the Advance shall be repaid in one (1) annual installment, on or before July 1, 2018, provided, however, that repayment of the Advance is subject to the determination of future City Councils, that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the offices of the County Auditor of Cedar County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify the amount of the advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1536

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the City Clerk is hereby authorized to transfer the budgeted funds in the amount of \$84,438.00 from the TIF Debt Service Fund (125) into the General Fund (001) per internal advance authorized by Resolution 1325; and

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa that the City Clerk is hereby authorized to transfer the budgeted funds in the amount of \$45,000.00 from the General Fund (001) into the Stormwater Fund (740); and

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa that the City Clerk is hereby authorized to transfer the budgeted funds in the amount of \$36,320.40 from the General Fund (001) into the Revolving Loan Fund (160).

Passed and approved this 7th day of November, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ANNUAL REPORT

West Branch Public Library Annual Report for Fiscal Year 2016

October 2016

Interim Changes

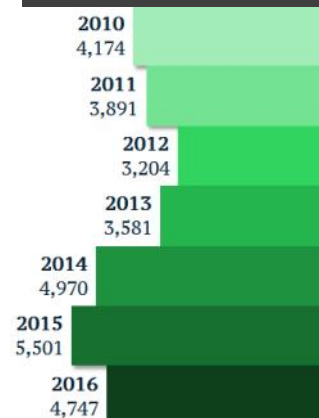
With increases in available space still several years off, the library made several building changes to help meet the needs and interests of the community. First and foremost, two segments each of youth and adult collection shelving were removed.

An adult reading area was created in the corner of the library where magazines and newspapers can be read. The youth shelves were altered from two long segments to four shorter segments, giving the library a far more open feel and additional movement around library program spaces. New furniture was also provided in the youth section to serve as a makeshift teen area.

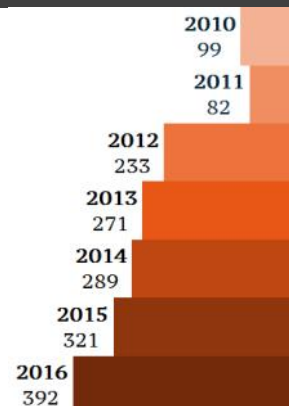
2016 also saw the creation of a new long range plan which focuses heavily on the library facility. Through the years of the plan, the cleanliness and upkeep of the library building is a priority. This includes such things as replacing worn items in the restroom, the stairs breaking on the east side of the building, and the worn carpets throughout the building.

Through this, we hope to provide the best possible library services to the community of West Branch and we hope you come by to see the changes!

Annual Computer Use



Annual Community Room Use



New Furniture and New Layouts in the library made this year

In This Issue

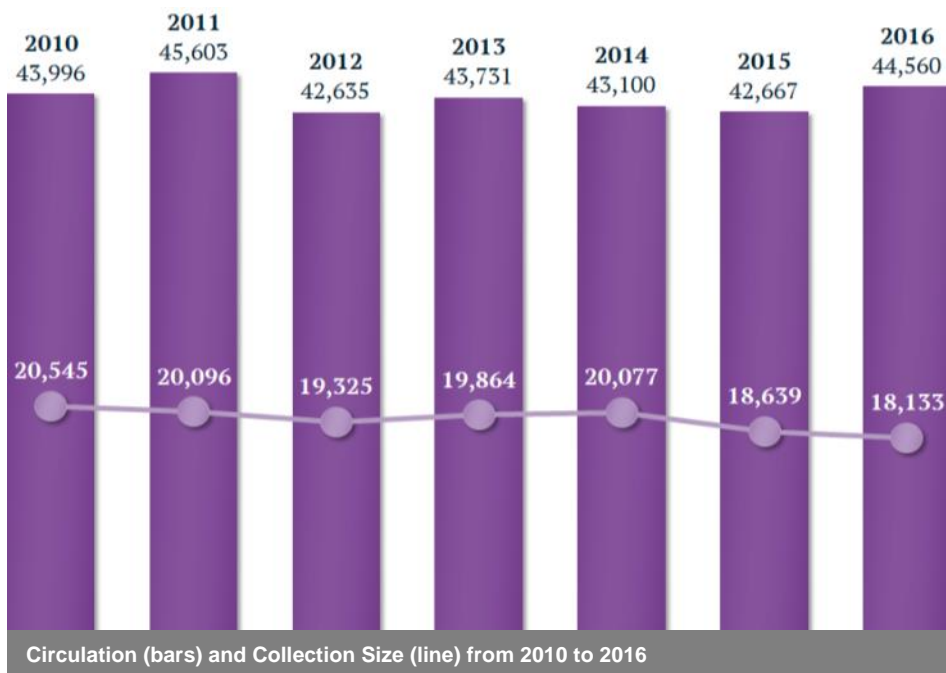
Introduction P. 1

Collections P. 2

Programming P. 3

Money Summary P. 4

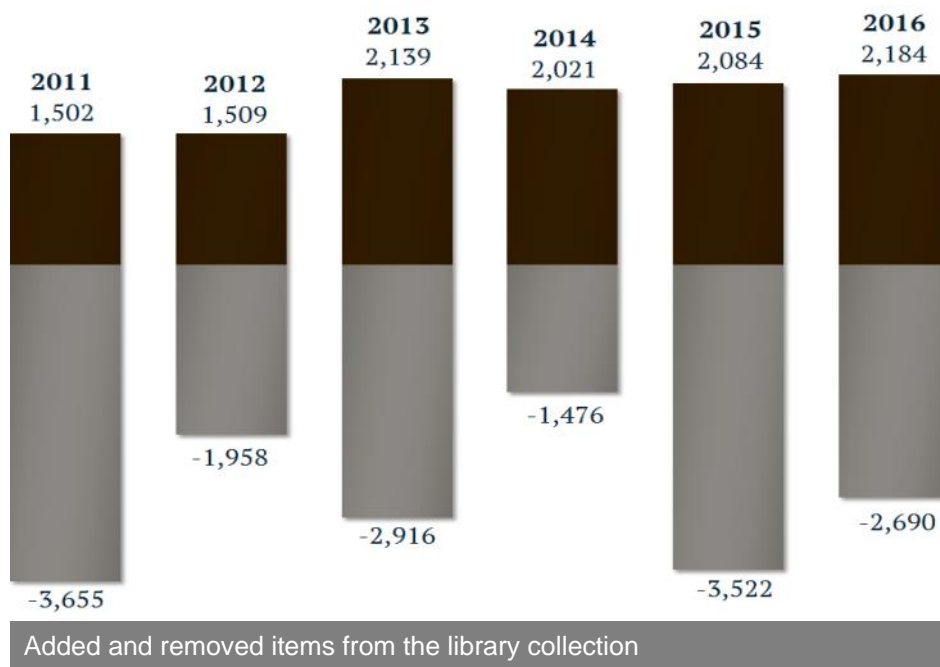
Library Visits P. 4



On the Shelves - Collections

The library's collection this year portrays a couple primary points. First, overall circulation was the second highest recorded, though an increasing amount of this is electronic.

The overall size of the collection continued to drop this year as two segments of shelving were removed from both the children's and adult collections to make room for changes in the building organization. Ideally, such spaces would be added on to the current collection size per space needs and building assessments, but until additional building space is available, that is not possible.

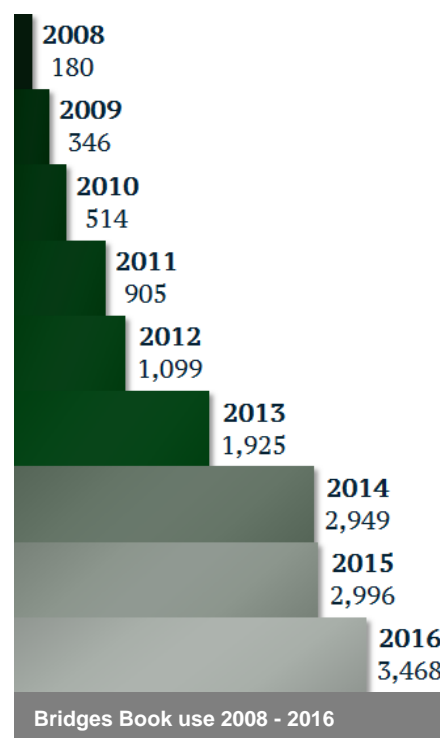


eBook uses

This year, the ebook service known since 2007 as NEIBORS, serving the northeast part of the state, merged with WILBOR serving the rest of the state, and Bridges came to be. The new, statewide ebook service instantly saw a spike in use of 20% state-wide.

With this change, the electronic book titles available surged from around 10,000 to over 30,000.

Bridges alone now comprises almost 8% of library circulation. Coupled with electronic children's books available in Tumblebooks, electronic circulation now exceeds 15% of the library's total use count of materials.



2016 Summer

The 2016 Summer Library Program coupled with the Olympic theme with "On Your Mark, Get Set, READ!"



This year, the library had a surge in summer registrations, in part due to a huge interest in the adult-level program. While youth registration stayed mostly level, the adult registration increased by 57%. This meant that 146 adults in town were reading this summer as part of the program.

As always, the library hopes to improve that with the 2017 theme, "Build a Better World."

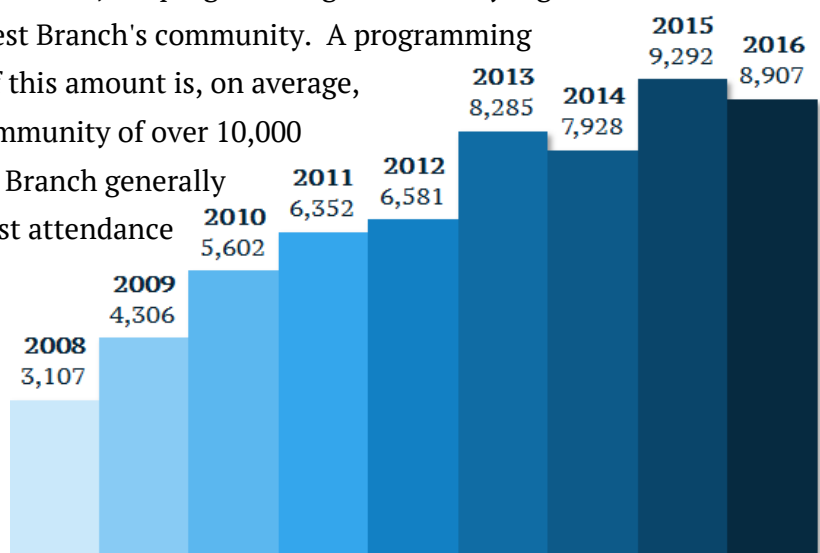


Creating with grapes, part of the 2016 summer reading program events.

Programs and Events

Programming at the library continues to be an incredibly valued service in West Branch. 2016 provided the second highest programming attendance in the library history, coming in after 2015 by 4%.

The total of around 9,000 programming is extremely high for the size of West Branch's community. A programming attendance of this amount is, on average, found in a community of over 10,000 people. West Branch generally has the highest attendance of libraries in our state category, serving up to 2,500 residents.



Annual attendance at library programs since 2008

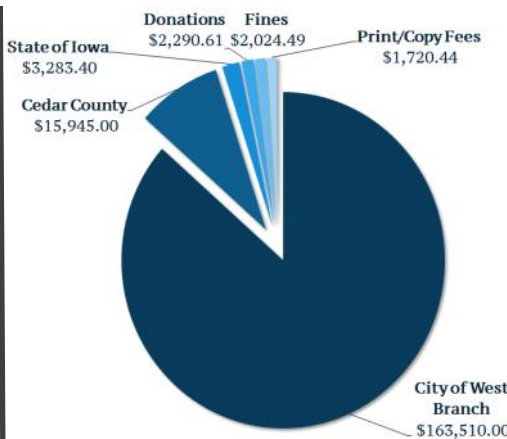
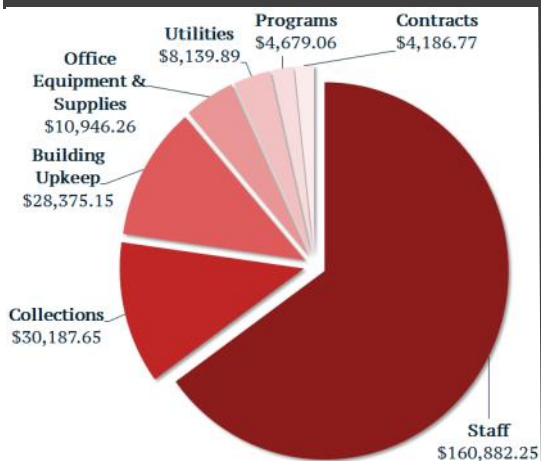
Summer Registrations			
Year	Children	Young Adult	Adult
2016	284	59	146
2015	290	70	93
2014	278	63	44
2013	274	60	93
2012	260	71	-
2011	293	46	-
2010	277	23	-

Library Financial Information

Little has changed in library expenditures over the recent years. The City of West Branch provides the vast majority of funding while staffing constitutes the major portion of expenditures. A lot was spent this year on the building upkeep, focused primarily on the new furniture and reorganization in the fall of 2015. As always, it is important to note that some library expenditures are paid from other city accounts and is not intended to match the total income.

Library Expenditures by Category

Total: \$243,210.26

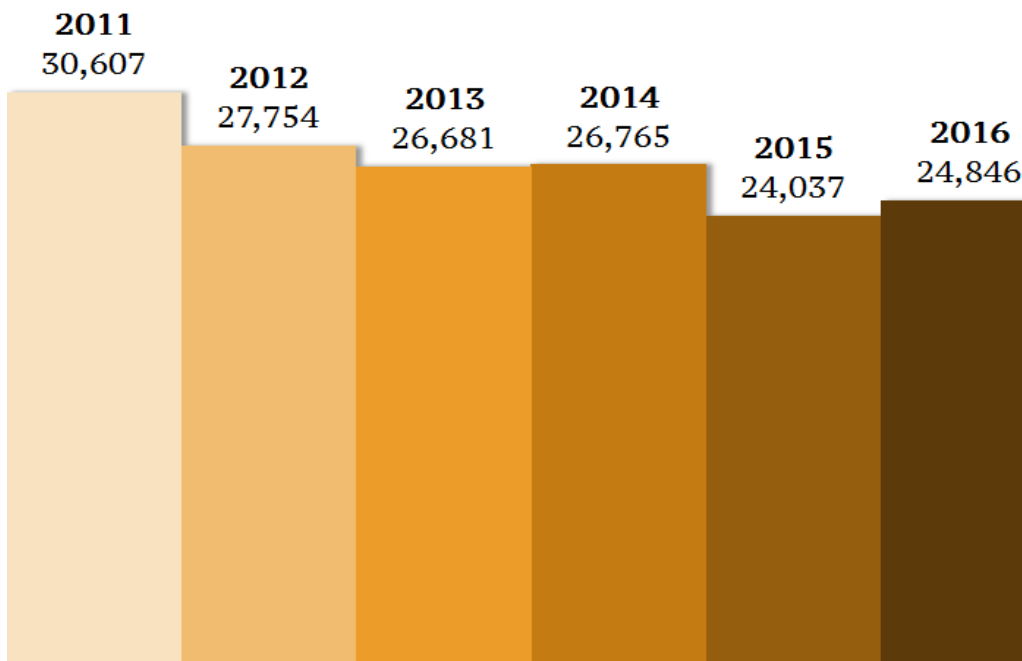


Library Income by Category

Total: \$181,485

Library Visits

The library visit count has dropped overall over the past 5-6 years. This is primarily due to the after-school crowd being smaller than in past. Still an active place after 3:30, the library does not have the daily turnout that it did prior to 2012.



About this report

The library's annual report was prepared by
Nick Shimmin
Library Director
PO Box 460
West Branch, IA 52358

(319) 643-2633

staff@wbpl.org

Visit us on the web at
www.wbpl.org

The library would like to thank all of the people that make the West Branch Public Library Possible:

Library Board

Michael Schlitz
Monica Tylee
Cary Wiesner
Amy Guhl
Michelle Carter
Jan Cretin

Friends of the Library Board

Kelley Schlitz
Liz Hernandez
Jennie Embree
Heidi Zahner
Shari Heick
Lisa Nelson