



*City of LeClaire, Iowa*  
*City Council -Committee of the Whole Meeting Agenda*  
*Monday, March 21, 2022 – 6:00 p.m.*  
*(immediately following the City Council Meeting)*  
**Council Chambers**  
**325 Wisconsin St**  
**LeClaire, IA**  
[Electronic Attendance Link](#)

**I. Call to Order with Roll Call**

**II. Discussion Items:**

- A. Planning & Zoning Recommendation of Jane Kellum to Commission  
Dennis Bockenstedt, City Administrator
- B. Board of Adjustment Recommendation of Luanne Taylor to Board  
Dennis Bockenstedt, City Administrator
- C. Codification Services Contract  
Dennis Bockenstedt, City Administrator

**III. Adjournment**

**Title VI Notice to the Public**

*It is the policy of the City of LeClaire to assure full compliance with Title VI of the Civil Rights Act of 1964. Related statutes and regulations provide that no person shall on the basis of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity conducted by the City. Any person who believes that they are being denied participation in a project, being denied benefits of a program, or otherwise being discriminated against because of race, color, national origin, gender, age, or disability, may contact the City Administrator for the City of LeClaire at (563)-289-4242.*



# *CITY OF LECLAIRE, IOWA*

325 WISCONSIN STREET  
LECLAIRE, IOWA 52753

TEL: 563-289-4242 EXT. #1100  
[WWW.LECLAIREIOWA.GOV](http://WWW.LECLAIREIOWA.GOV)

FAX: 563-289-6010  
[JPHARES@LECLAIREIOWA.GOV](mailto:JPHARES@LECLAIREIOWA.GOV)

**TO:** Mayor and City Council  
**FROM:** Planning & Zoning Commission  
**RE:** March 10, 2022 Meeting

The Planning & Zoning Commission held a Public Hearing on Thursday, March 10, 2022, for the purpose of reviewing, discussing, and/or taking action(s) on:

**CONSIDERATION OF AND INTERVIEWS OF CANDIDATES TO FILL VACANT SEAT ON PLANNING AND ZONING COMMISSION.**

**RECOMMENDATION #22-4**

Moved by Damico, seconded by Taylor to recommend to the City Council to appoint Jane Kellum to the Planning & Zoning Commission.  
Roll Call: Taylor, Motz, Damico, and Zelle – yes. Carried 4-0.



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March 18, 2022

**TO:** Mayor and City Council  
**FROM:** Dennis Bockenstedt  
**RE:** March 17, 2022 Board of Adjustment Public Meeting

The LeClaire Board of Adjustment held a Public Meeting on Thursday, March 17, 2022. The meeting was held to interview, review, consider, and recommend to the City Council one candidate to fill the current Board vacancy.

1. **BOARD OF ADJUSTMENT RECOMMENDATION TO THE LECLAIRE CITY COUNCIL:**

One application from a female was received. The individual applying was Luanne E. Taylor. The Board members took turns asking Ms. Taylor questions regarding her experiences and skills to become a board member.

The Board of Adjustment members discussed Ms. Taylor's qualifications and responses and were satisfied that was qualified to be a member of the board.

**BOARD OF ADJUSTMENT RECOMMENDATION TO THE LECLAIRE CITY COUNCIL #22-01:** Moved by Fye, seconded by Smith, to recommend to the LeClaire City Council to appoint Luanne Taylor to the Board of Adjustment for a five (5) year term. Roll Call: Cordts, Smith, Fye, and Kamp, yes. Carried 4-0.

**LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.  
DBA IOWA CODIFICATION**

114 E. 5<sup>th</sup> Street.  
P.O. Box 244  
Storm Lake, Iowa 50588  
(641) 357-7596

**AGREEMENT FOR CODIFICATION SERVICES**

Iowa Codification, hereinafter referred to as the COMPANY, and the City of LeClaire, Iowa, hereinafter referred to as the CITY, hereby agree as follows:

**ARTICLE 1  
NEW CODE PREPARATION**

1.1 The CITY agrees to provide the following to the COMPANY: One (1) copy of all ordinances that have not been incorporated into the CITY's Code of Ordinances, a current copy of the CITY's existing code, and a list of any other special subjects not presently covered by the existing Code of Ordinances, but which are to be included in the new Code of Ordinances.

1.2 As part of the new code preparation, the CITY agrees to respond to questions posed in a Code Editor's Review Report that will be prepared after the COMPANY's review of the CITY's existing Code of Ordinances and materials provided pursuant to Section 1.1 hereof. The Code Editor's Review Report may include, but is not limited to, questions relating to specific code sections and chapters, suggested topics for further review, and sample language for the CITY to consider. The CITY agrees to review and respond to the materials provided in the Review Report and forward requested information to the COMPANY within 120 days after receipt of the Review Report.

1.3 The COMPANY agrees to furnish one (1) copy of a comprehensive draft Code of Ordinances, based on the COMPANY's copyrighted model Code of Ordinances and the materials provided by the CITY pursuant to Sections 1.1 and 1.2 hereof.

The parties hereto agree that all material provided by the COMPANY during preparation of the new code remains the property of the COMPANY and shall not be duplicated, copied, or in any fashion reproduced, in whole or in part, except for purposes of review by CITY officials, without the express written consent of the COMPANY.

1.4 The CITY agrees to review and modify the draft Code of Ordinances and to return the edited draft copy to the COMPANY within ninety (90) days after receipt of the draft Code.

1.5 A second draft code following the first draft will not be provided unless requested by the CITY. If a second draft is requested, the CITY agrees to pay the COMPANY's costs related to printing and shipping the second draft. The edited second draft must be returned within forty-five (45) days after receipt by the CITY. There shall be a charge of fifteen dollars (\$15.00) per page for any further revisions to the second draft except for changes requested by the CITY which are due to typographical or similar errors on the part of the COMPANY.

1.6 The COMPANY agrees to prepare and print for use of the CITY five (5) complete copies (including binders and tabs) of the new Code of Ordinances upon receipt of the edited draft(s) specified in Section 1.4 or 1.5 hereof. COMPANY also agrees to provide the Code of Ordinances on CD in Microsoft Word format after the code is adopted.

1.7 The Base Price for services and materials provided with respect to the contents of the new Code of Ordinances made up of sections of the COMPANY's model Code, the CITY's current code, and uncodified ordinances through the delivery of the draft shall be five thousand eight-hundred dollars (\$5,800.00). Additional local ordinances provided by the CITY to COMPANY after delivery of the draft code to the CITY, or other special materials, will be included in the new Code of Ordinances at the rate of twenty-nine dollars (\$29.00) per page, provided such material does not require special typesetting, reproduction methods or other special handling.

If the draft Code of Ordinances is not edited and returned to the COMPANY within the time frames specified in either Section 1.4 or 1.5 of this AGREEMENT, and the delay makes it necessary to reprocess the draft to incorporate legislative changes or updates and revisions which have been developed by the COMPANY subsequent to delivery of the draft to the CITY, the Base Price will be increased by fifteen percent (15%) in order to cover costs incurred by the COMPANY.

1.8 Payment for services and materials provided under this AGREEMENT shall be as follows:

A. An initial payment of one thousand two-hundred dollars (\$1,200.00) shall be due and payable upon execution of this AGREEMENT by the CITY.

B. A second installment of two thousand five-hundred dollars (\$2,500.00) shall be due and payable upon delivery by the COMPANY of the draft copy of the new Code of Ordinances.

C. Final payment shall be due and payable upon delivery by the COMPANY to the CITY of the copies of the new Code of Ordinances. The final payment shall include any additional costs added to the project including, but not limited to, the printing of additional copies of the Code of Ordinances.

1.9 All material provided by the COMPANY under the terms of this AGREEMENT is intended for the sole and exclusive use of the CITY, and the CITY shall not allow such material to be duplicated, copied, or in any manner reproduced in whole or in part for the use or benefit of any other person, city, governmental agency, firm, or corporation for profit without the express written consent of the COMPANY.

2.0 Online Code. COMPANY will setup the CITY's current Code of Ordinances, including zoning and subdivision codes into the COMPANY's online format at the beginning of the project for an additional cost of one thousand dollars (\$1,000.00) payable at the time the link is provided to the City for use on their web page.

2.1 Online Code Update. Following completion of the Code update project the COMPANY will update the online code to reflect the new code. The cost of this update is included in the price of the overall project identified in Section 1.7 of this agreement.

2.2 Annual Web Hosting. The CITY agrees that there is an annual web hosting fee of five hundred dollars (\$500.00) for hosting the online code beginning with the initial development of the CITY's current Code into the online format and then annually thereafter until the Code is no longer hosted by the COMPANY. The cost of the annual hosting fee is subject to periodic increases.

## **ARTICLE 2 TERMINATION AND NONCOMPLIANCE**

2.1 This AGREEMENT is terminable by either party upon written notice given to the other party no later than ten (10) days prior to the requested termination date. If this AGREEMENT is terminated by the CITY after the COMPANY has delivered a draft copy of the new Code as provided in Section 1.3 or 1.5 hereof and before the COMPANY has delivered the copies of the new Code as provided in Section 1.6

hereof, the CITY shall pay the COMPANY an amount equal to the Base Price set out in Section 1.7 hereof.

2.2 At the option of the COMPANY, if the CITY does not provide to the COMPANY responses to the Code Editor's Review Report as specified in Section 1.2 hereof or such later date as may be agreed upon by the CITY and the COMPANY, the COMPANY may proceed with the project and produce the draft code based on materials provided in Section 1.1 of this agreement.

If the edited draft(s) are not returned within the time as specified in Sections 1.4 or 1.5 hereof, or such later date as may be agreed upon by the CITY and the COMPANY, the CITY shall pay the COMPANY an amount equal to the Base Price set out in Section 1.7 hereof.

IN WITNESS WHEREOF, the CITY and the COMPANY have executed this AGREEMENT as of the dates shown opposite the signatures below.

CITY OF: LeClaire

By: \_\_\_\_\_  
Mayor Date

Attest: \_\_\_\_\_  
Date

LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.  
DBA IOWA CODIFICATION

By:  \_\_\_\_\_  
Justin Yarosevich Date