

City of West Branch

~A Heritage for Success~

110 N. Poplar Street • PO Box 218 • West Branch, Iowa 52358
(319) 643-5888 • Fax (319) 643-2305 • www.westbranchiowa.org • city@westbranchiowa.org

CITY COUNCIL MEETING AGENDA

Monday, June 1, 2015 • 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 May 18, 2015 City Council Meeting.
 - b. Approve claims.
 - c. Approve FY16 Cigarette Permit renewals for: Kum & Go LC dba Kum & Go #254, Fisher's Market Nauvoo IL Inc. dba Dewey's Jack & Jill, Casey's Marketing Company dba Casey's General Store #2524, and Shivji LLC, dba BP Amoco.
 - d. Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Councilperson Mary Beth Stevenson - Appointments/Reappointments/Move to action.
 - i. Cole Tisinger – West Branch Volunteer Cadet
 - b. Resolution 1343, recognizing the 125th Anniversary of Scattergood Friends School & Farm Founding./Move to action.
 - c. Herbert Hoover National Historic Site Superintendent Pete Swisher – Music on the Village Green Concert Series.
 - d. Herbert Hoover National Historic Site Superintendent Pete Swisher – Partnership Agreements between the Herbert Hoover National Historic Site and the City of West Branch.
 - e. Third Reading of Ordinance 730 amending Title “Building Permit Fees,” Chapter 155 “State Building Code.”/Move to action.
 - f. First Reading of Ordinance 732, amending the *Standards for Signage Design and Display* found in the Appendix to the Code of Ordinances of the City of West Branch, Iowa./Move to action.
 - g. Resolution 1344, approving the West Branch High School Phase 2 Parking and Site Improvements Site Plan./Move to action.
 - h. Public Hearing on proposal on entering into a General Obligation Loan Agreement.
 - i. Resolution 1345, taking additional action with respect to a General Obligation Corporate Purpose Loan Agreement./Move to action.
 - j. Resolution 1307, approving an amendment to that certain trash removal and recycling agreement with Johnson County Refuse, Inc./Move to action.

Mayor: Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson
City Administrator/Clerk: Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin
Parks & Rec Director: Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

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CITY COUNCIL MEETING AGENDA
Monday, June 1, 2015 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- k. Resolution 1324, approving a purchase with Recycle Away Systems and Solutions in the amount of \$532.92 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - l. Resolution 1325, approving a donation for the Iowa Military Veterans Band in the amount of \$1,000.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - m. Resolution 1328, approving a purchase with Ribbons Galore for parade ribbons in the amount of \$70.25 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - n. Resolution 1329, approving a purchase with Zephyr Copies & Design for signage and t-shirts in the amount of \$1,643.20 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - o. Resolution 1330, approving an agreement with the City of Coralville for stage rental in the amount of \$475.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - p. Resolution 1340, approving an engineering services agreement for 4th Street Improvements with Veenstra & Kimm, In. in an amount not to exceed \$65,000./Move to action.
 - q. Resolution 1341, approving an engineering services agreement for Main Street Intersection Improvements with Veenstra & Kimm, In. in an amount not to exceed \$35,000./Move to action.
 - r. Resolution 1342, approving a water tower and clear well cleaning and inspection agreement with Midco Diving & Marine Services, Inc. in the amount of \$2,875./Move to action.
8. City Staff Reports
- a. Deputy City Clerk Leslie Brick – Upcoming City Council Work Sessions
 - b. Library Director Nick Shimmin – Summer Reading Program
 - c. Public Works Director Matt Goodale – Parkside Drive Road Improvements Project
 - d. Public Works Director Matt Goodale – Water System Improvements at the Intersection of W. Orange and Oliphant Street
 - e. Deputy City Clerk Dawn Brandt – International Institute of Municipal Clerks Annual Conference
9. Comments from Mayor and Council Members
- a. Councilperson Mary Beth Stevenson – Stormwater BMP Feasibility Study
 - b. Mayor Pro Tem Colton Miller – West Branch Village Trail Project
10. Adjournment

Mayor: Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson
City Administrator/Clerk: Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin
Parks & Rec Director: Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

(The following is a synopsis of the minutes of the West Branch City Council meeting. The full text of the minutes is available for inspection at the City Clerk's office. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

City Council Meeting

**May 18, 2015
7:00 p.m.**

Mayor Worrell opened the West Branch City Council meeting at 7:00 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Leslie Brick, Police Chief Mike Horihan, Library Director Nick Shimmin, Public Works Director Matt Goodale, Fire Chief Kevin Stoolman. Council members: Jordan Ellyson, Colton Miller, Mary Beth Stevenson and Tim Shields. Absent: Brian Pierce.

APPROVE AGENDA/CONSENT AGENDA

Approve minutes from the May 4, 2015 City Council Meeting.

Approve claims.

Approve transfer of \$35,171 from emergency fund to general fund.

Approve transfer of \$3,723.30 from general fund to capital projects fund for engineering services associated with the Parkside Drive Road Improvements Project.

Approve journal entry of \$22,000 for Police FY15 set aside to reserve 001-115.

Approve payment to Toyne for Freightliner M2 Cummins Chassis in the amount of \$109,679.00.

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

Date 5-18-15	City of West Branch	
	Claims Report	
All American Concrete	Econ Dev- MS Sidewalk Ph 2	92,983.25
Alliant Energy	Various Depts - Utilities	8,328.38
Amazon	Library - Supplies	308.40
Baker & Taylor	Library - Books	1,016.82
Barron Motor Supply	Cem/Fire/Police - Supplies	223.17
Bean & Bean	Cemetery - Grave Openings	2,200.00
Big Ten Rentals	Comm&Cult - Deposit For HHTD	534.38
BP Amoco	Fire/Water - Fuel	220.21
Brandt, Dawn	Admin - Reimb For Supplies	26.79
Business Radio Sales	Fire - Repair & Battery	151.76
Catherine Steen	Police - Reimb For Test Fee	25.00
Cedar County Cooperative	Fire - Diesel Fuel	893.80
Cedar Rapids Photo Copy	Library - Service	41.60
Chris Jones Trucking	Streets - Hauling Roadstone	135.42
Community State Bank	Debt Serv - 2013 Go Equip & Park Loan Pmts	122,003.84
Copyworks	Police - Maps	24.00
Costco Wholesale	Library - Supplies	55.04
Croell Redi-Mix	Stormwater/Sewer -Projects	2,827.50
Culligan Water	Fire - Water Cond Rental	37.90
Darling, Kathleen	Park&Rec - Yoga Refund	13.33
Demco	Library - Supplies	60.17
Deweys Jack & Jill	Lib/P&R/Water - Supplies	72.24
Diamond Vogel Paints	Streets - Traffic Paint	1,119.00
Dorsey & Whitney	P&R/Legal - "15 Lost Election & Lawsuit Legal	14,874.06
Dreamhost Webhosting	Admin - Website Hosting	119.40
Eagle Engraving	Fire - Name Tags	27.93
Ed.M.Feld Equipment	Fire - Boots	1,004.00
EFTPS	Federal Withholdings	6,287.27
ETS Corporation	Water/Sewer - Credit Card Fees	91.11
F&B Communications	Admin - Website Hosting	29.95
Harry's Custom Trophies	Park&Rec - Medals	123.00
Hawkins	Water - Chemicals	1,364.27
Holiday Inn Des Moines	Admin - IMFOA Conf Hotel	571.20
ICAD Group	Econ Dev - Fy2015 Contribution	2,750.00
Iheartmedia	Admin - Advertising	333.00
Int'l Inst Of Municipal Clerks	Admin - Brick Membership Fee	95.00
Iowa Law Enforcement Academy	Police - Mmpi Test	140.00
Iowa League Of Cities	M&C/Adm -Small City Workshop	70.00
Iowa Library Association	Library - Schafer 2015 Member Fee	75.00
Iowa One Call	Water/Sewer - Service	96.30

Iowa Prison Industries	Streets - Signs	63.50
Iowa State University	Fire - Ff1 Training	50.00
Joey Wenndt	Fire - May Training	150.00
Johnson County Refuse	Recycling - April	4,622.50
Kevin Olson	Legal Services For May	1,500.00
Kingdom Graphics	Park&Rec-Summer League Shirts	1,815.50
Knoche, Rebecca	Library - Reimb For Conf Trng	343.90
Kromminga Motors	Fire - Part & Service	304.50
Lenoch & Cilek	Sewer - Supplies	13.99
Liberty Communications	Various Depts - Phone Service	1,219.16
Linn County R.E.C.	Streets - Utilities	138.00
Lynch's Excavating	Water/Stormwater - Curb Stop Repairs & Proj	18,155.24
Lynch's Plumbing	Water - Curb Stop Repairs	1,030.00
Med Compass	Fire - Hazmat Physicals	5,366.00
Menards	Water - Supplies	944.02
Midwest Janitorial Service	Lib/Th/Adm/Police - Cleaning	646.56
Municipal Supply	Water - Supplies	550.00
Oasis Electric	Fire/Econ Dev - Service Ice Machine/Service	1,914.31
Overdrive	Library - Ebooks	239.09
Payroll Expense	Payroll Expense - 5-8-15	27,461.91
Pitney Bowes	Adm/Water/Sewer - Postage	500.00
Play It Again Sports	Park&Rec - Summer League Supplies	1,469.98
Plumbers Supply Co.	Water - Supplies	79.39
Plunkett's Pest Control	Admin/Town Hall - Pest Control	93.35
Qc Analytical Services	Sewer - Testing	730.00
Quad City Safety	Fire - Service Repairs	502.36
Quill Corp	Lib/P&R/Adm/Cable - Supplies	268.33
River Products Company	Streets - Roadstone	427.31
S & S Flatwork	Streets -City Sidewalk Repairs	8,475.00
Shanelle Peden	Cable-Videotaping	150.00
The Book Farm	Library - Supplies	46.91
The Library Store	Library - Supplies	58.18
Tipton Electric Motors	Fire - Supplies & Service	145.70
Toynes Ia. Fire Trk.Serv	Fire- Chassis For New Fire Trk	109,679.00
Treasurer State Of Iowa	Iowa Sales Tax Pmt Ach	2,743.04
Uniform Den Inc.	Police - Uniform Shirt Carrier/Name Tag	442.63
U Of I: State Hygienic Lab	Water - Testing	25.00
UPS	Sewer - Shipping	80.26
Upstart	Library - Supplies	11.00
US Bank Equipment Finance	Library/Admin - Copier Leases	312.22
Veenstra & Kimm Inc.	Adm/P&Z/Cap Proj- Various Eng	4,346.55
Verizon Wireless	Various Depts - Phone Service	774.64
Wageworks	Flex - Hcfsa 2014 & 2015	277.00
Waite, Tabitha	Park&Rec - Refund	35.00
Walmart	Library - Supplies	163.57
Water Solutions	Water - Chemicals	2,541.06
Wellmark, Inc.	Adm- Annual Flex & Claims Fee	524.80
West Branch Ford	Water - Service 02 & 03 Ranger	690.70
West Branch Times	Legal - Publications	1,566.08
WEX Bank	Police/Water - Fuel	1,344.74
Wolf, Travis	Fire - Reimb For Mileage Trng	219.83
	Grand Total	466,605.30
Fund Totals		
001 General Fund		275,322.92
022 Civic Center		701.00
031 Library		8,563.41
110 Road Use Tax		2,105.36
112 Trust And Agency		7,321.53
226 Go Debt Service		122,003.84
302 Parkside Dr Imp Cap Proj		3,723.30
600 Water Fund		22,227.50
610 Sewer Fund		8,067.15
740 Storm Water Utility		16,292.29
950 BC/BS Flexible Benefit		277.00
Grand Total		466,605.30

COMMUNICATIONS/OPEN FORUM

PUBLIC HEARING/NON-CONSENT AGENDA

Third Reading of Ordinance 727 amending Chapter 55 “Animal Protection and Control.”/Move to action.
Motion by Shields, second by Miller to approve Ordinance 727. AYES: Shields, Miller, Ellyson, Stevenson.
Absent: Pierce. Motion carried.

ORDINANCE NO. 727

AN ORDINANCE AMENDING CHAPTER 55 “ANIMAL PROTECTION AND CONTROL”

WHEREAS, the Animal Control Commission annually reviews Animal Protection and Control provisions contained within the City Code; and
WHEREAS, the Commission finds it appropriate to revisit the penalty provisions related to classification of animals, animal neglect and other violation of Chapter 55; and

WHEREAS, the Commission also finds it appropriate to clarify the requirements of 55.10 Animal at Large Prohibited in relation to the West Branch Dog Park of Chapter 55; and

WHEREAS, the Commission has put forth recommendation to the City Council on this matter.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Amendment. The Code of Ordinances of the City of West Branch is hereby amended by deleting Section 55.21 in its entirety and replacing it with a new Section 55.21 of the Code of Ordinances, which will read as follows:

55.21 PENALTIES. Any violation of this chapter shall be considered a simple misdemeanor or municipal infraction as provided in Chapter 4 of this Code of Ordinances. The following three schedules of civil penalties shall apply for violations punished as a municipal infraction in any 12-month period:

1. Penalties pertaining to Section 55.03 ANIMAL NEGLECT – Minimum fine of \$500 and up to 30 days in jail.
2. Penalties pertaining to Section 55.16 CLASSIFICATION OF ANIMALS

A. Level 1:

- | | |
|------------------------------------|-------|
| (1) First offense: | \$25 |
| (2) Second offense: | \$50 |
| (3) Third offense: | \$75 |
| (4) Fourth and subsequent offenses | \$100 |

B. Level 2:

- | | |
|------------------------------------|-------|
| (1) First offense: | \$30 |
| (2) Second offense: | \$60 |
| (3) Third offense: | \$90 |
| (4) Fourth and subsequent offenses | \$120 |

C. Level 3:

- | | |
|------------------------------------|-------|
| (1) First offense: | \$75 |
| (2) Second offense: | \$100 |
| (3) Third offense: | \$150 |
| (4) Fourth and subsequent offenses | \$200 |

D. Level 4: \$200

3. Penalties pertaining to all other sections of Chapter 55 of the City Code:

- | | |
|-----------------------------------|-------|
| A. First offense: | \$25 |
| B. Second offense: | \$50 |
| C. Third offense: | \$100 |
| D. Fourth and subsequent offenses | \$150 |

Section 2. Amendment. The Code of Ordinances of the City of West Branch is hereby amended by deleting the first sentence of Subsection 55.10(1) and replacing it with the following:

1. It shall be unlawful for any person to permit any animal to be at large or stray beyond the property of such person unless such animal is restrained by leash, within the confines of the West Branch Animal Park, or confined within a motor vehicle.

Section 3 Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 5. 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 18th day of May, 2015.

First Reading: April 20, 2015
Second Reading: May 4, 2015
Third Reading: May 18, 2015

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Second Reading of Ordinance 730 amending Title “Building Permit Fees.” Chapter 155 “State Building Code.”/Move to action.

Motion by Ellyson, second by Stevenson to approve Second Reading of Ordinance 730. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

Public Hearing on the Proposed Tax Increment Rebate Development Agreement with Casey's Marketing Company in an amount not to exceed \$561,348.65.

Entered public hearing at 7:03 p.m. No comments from the public. Resumed regular meeting at 7:04 pm.

Resolution 1311, approving a Tax Increment Rebate Development Agreement with Casey's Marketing Company in an amount not to exceed \$561,348.65./Move to action.

LeAnne Krell, Casey's legal counsel introduced herself and offered to answer any questions the Council had regarding the agreement. Olson reminded the Council that the rebate was for Casey's paying for road improvements not needed to build their store, but improvements the City needed to accommodate their business and other surrounding businesses. Muckler wanted to make the Council aware of an amendment to the agreement that would allow Casey's to approach the City Council with a request for an extension in the case that contaminated soil delayed the project.

Motion by Ellyson, second by Shields to approve Resolution 1311. AYES: Ellyson, Shields, Miller, Stevenson. Absent: Pierce. Motion carried.

Resolution 1185, approving Casey's General Store Site Plan./Move to action.

Wally Peld of Peld's Engineering Company provided an overview of the Casey's Project. The new store will have the new look with a sandwich shop on one side, a small dining area, more open space, 16 fueling stations and outdoor landscaping. Schechinger also commented that Tidewater and Industrial Drives would be line-up and a sidewalk would be constructed in front of McDonald's as part of this project.

Motion by Stevenson, second by Ellyson to approve Resolution 1185. AYES: Stevenson, Ellyson, Shields, Miller. Absent: Pierce. Motion carried.

Public Hearing on amending the current budget for the fiscal year ending June 30, 2015.

Entered public hearing at 7:11 p.m. No comments from the public. Resumed regular meeting at 7:12 pm.

Resolution 1306, amending the current budget for the fiscal year ending June 30, 2015./Move to action.

Motion by Stevenson, second by Miller to approve Resolution 1306. AYES: Stevenson, Miller, Ellyson, Shields. Absent: Pierce. Motion carried.

Resolution 1308, approving a water connection agreement with Derrick Miller dba Fox Run Golf & Country Club./Move to action.

Stevenson requested that the City pursue a municipal infraction against Derrick Miller for the egregious offense citing that Miller choose to bypass the City's water supply posing a public health concern. Stevenson felt a financial penalty was warranted. Council agreed and directed City Attorney Olson to amend the water connection agreement and issue a municipal infraction.

Motion by Ellyson, second by Miller to approve the amended Resolution 1308. AYES: Ellyson, Miller, Shields, Stevenson. Absent: Pierce. Motion carried.

Resolution 1339, approving independent financial consultant fees associated with the issuance of General Obligation Bonds, Series 2015 to finance projects related to the City's Capital Improvement Plan./Move to action.

Motion by Shields, second by Ellyson to approve Resolution 1339. AYES: Shields, Ellyson, Miller, Stevenson. Absent: Pierce. Motion carried.

Resolution 1310, setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement./Move to action.

Muckler stated that this loan would be for the West Branch CIP for future improvements for 4th Street, intersections at Main and Foster, Main and Oliphant, and pedestrian crossings at Pedersen Street and Scott Drive.

Motion by Stevenson, second by Miller to approve Resolution 1310. AYES: Stevenson, Miller, Ellyson, Shields. Absent: Pierce. Motion carried.

Resolution 1312, approving the City of West Branch Public, Education, and Government Cable Access Channel Policy./Move to action.

Motion by Stevenson, second by Miller to approve Resolution 1312. AYES: Stevenson, Miller, Ellyson, Shields. Absent: Pierce. Motion carried.

Resolution 1313, approving acceptance of \$10,000 from Michael Furman for storm water and sidewalk improvements for Pedersen Valley Part One, Lot Three./Move to action.

Shields questioned if the amount provided by Furman would cover the costs of the needed improvements. Schechinger provided the engineers estimate to be closer to \$18,000.00. Stevenson felt that the amount was too low based on Schechinger's estimate. Worrell commented that Furman approached him in 1999 at the time the property was developed and suggested \$10,000 as a fair price for the improvements at that time. Muckler stated that a check in hand now was preferable to having to seek funding from Mr. Furman at some point in the future, but that whether or not to accept the amount proposed by Mr. Furman is a decision of the Council.

Motion by Miller, second by Ellyson to approve Resolution 1313. AYES: Miller, Ellyson, Shields. NAYS: Stevenson. Absent: Pierce. Motion carried.

Resolution 1314, declaring two summer camp day trips as public purposes and approving funding for transportation. /Move to action.

Motion by Ellyson, second by Shields to approve Resolution 1314. AYES: Ellyson, Shields, Miller, Stevenson. Absent: Pierce. Motion carried.

Resolution 1322, approving two agreements with Windstar Lines, Inc. in the amount of \$3,220.00 for transportation related to West Branch Day Camps. /Move to action.

Motion by Shields, second by Ellyson to approve Resolution 1322. AYES: Shields, Ellyson, Miller, Stevenson. Absent: Pierce. Motion carried.

Resolution 1315, approving a special event lease agreement with M&M Golf Cars, LLC of Bettendorf, IA in the amount of \$470 for use during the Hoover's Hometown Days Celebration from August 7-8, 2015./Move to action.

Motion by Ellyson, second by Stevenson to approve Resolution 1315. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

Resolution 1316, approving an agreement for the rental of a mechanical bull from Wildwood Smokehouse & Saloon of Iowa City, IA in the amount of \$800 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.

Motion by Ellyson, second by Stevenson to approve Resolution 1316. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

Resolution 1317, approving an agreement with Pony Go Round Pony Rides in the amount of \$1,200.00 for Hoover's Hometown Days Celebration on August 8, 2015./Move to action.

Motion by Ellyson, second by Stevenson to approve Resolution 1317. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

Resolution 1318, approving an agreement with Funny Face Designs by Lori in the amount of \$600.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.

Motion by Ellyson, second by Stevenson to approve Resolution 1318. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

Resolution 1319, approving an agreement with Magician Rick Eugene in the amount of \$350.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.

Motion by Ellyson, second by Stevenson to approve Resolution 1319. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

Resolution 1320, approving an agreement with Hawkeye Photo Booths in the amount of \$600.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.

Motion by Ellyson, second by Stevenson to approve Resolution 1320. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

Resolution 1321, approving a purchase agreement with Voss Signs LLC in the amount of \$195.00 for the Hoover's Hometown Days Celebration on August 8, 2015. /Move to action.

Motion by Ellyson, second by Stevenson to approve Resolution 1321. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

Resolution 1323, approving a proclamation declaring June 7th-13th as Childhood Cancer Awareness Week in West Branch./Move to action.

Motion by Miller, second by Shields to approve Resolution 1323. AYES: Miller, Shields, Ellyson, Stevenson. Absent: Pierce. Motion carried.

Resolution 1336, approving Change Order Number One Revised, increasing the contract amount by \$854.66 to All American Concrete, Inc. for the Main Street Sidewalk-Phase 2 Project./Move to action.

Motion by Shields, second by Ellyson to approve Resolution 1336. AYES: Shields, Ellyson, Miller, Stevenson. Absent: Pierce. Motion carried.

Resolution 1337, approving payment to All American Concrete, Inc. in the amount of \$92,983.25 for Partial Pay Estimate No. 1 Revised for the Main Street Sidewalk-Phase 2 Project./Move to action.

Motion by Ellyson, second by Stevenson to approve Resolution 1337. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

CITY STAFF REPORTS

City Attorney Kevin Olson and Public Works Director Matt Goodale – City Property on East Side of Creek near Lions Field.

Goodale reported that he and Muckler visited the east side of the creek last week and determined that something needs to be done to prevent additional erosion of the creek banks. The City owns the property on the eastside of the creek, however most residents on Scott Drive with properties on the east side of the creek have been maintaining the area. Goodale suggested creating a 20' buffer zone and planting native grasses and prairie flowers and posting signs to prevent further eroding. Worrell suggested a future planning session to be scheduled to assess a long term solution to the issue.

City Engineer Dave Schechinger and Public Works Director Matt Goodale – Salt Shed Update

Schechinger reported that Seneca Companies has completed testing and that calcium and sodium (road salt) have been detected on the property at 348 Cookson Drive. From these findings, it has been determined that the City's salt shed should be moved to prevent further contamination. Muckler and Goodale met with the DNR who provided the City with options. Schechinger and Goodale recommended a 3-part solution, 1) construct a new salt shed north of the existing public works shop in FY18, 2) complete a storm water project in FY20, and 3) remove contaminated soil in FY22. Dave Peden was present and commented that he plans on retiring in the next year or so and that his property would be put up for sale. He also asked the Council to consider buying his property and moving the salt shed to that location. Councilperson Miller suggested a sit down meeting with Peden to explore that option. Council agreed and directed Muckler to send a letter to the DNR with the City's proposed timeline to correct the problem and schedule a meeting to meet with Peden to discuss a purchasing option.

Police Chief Mike Horihan - Pedestrian and Bicycle Safety

Horihan provided pedestrian and bicycle safety reminders now that warmer weather is approaching. He referred to City Ordinance, Chapter 67-Pedestrians, and Chapter 76-Bicycle Regulations and sited a few reminders from those chapters.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Mayor Mark Worrell – June 1, 2015 6:00 p.m. Joint Work Session with School Board.

Worrell commented that this meeting will be rescheduled due to scheduling conflicts.

Mayor Mark Worrell – Introduction of Brad Ratliff, Assistant Coordinator, Cedar County Emergency Management Agency – Public Safety Radio System Presentation.

Ratliff provided an overview of the current radio system in Cedar County and discussed the benefits of P25 radios. Cedar County Sheriff Warren Wethington confirmed that converting to P25 digital signal 1) would decrease emergency communication capabilities for West Branch, 2) would place West Branch police officers in danger, and 3) that West Branch shouldn't have to pay for all of the emergency communication equipment required for the southwest portion of Cedar County. The Sheriff went on to say that he would not support a vote at the upcoming E911 meeting to make the change to P25 digital. Horihan noted that there is no mandated date to switch to P25 digital signal. Stanwood Mayor Greg Wagner asked Ratliff if there was a possibility to run the systems parallel to determine how communications would be affected. Ratliff indicated that would not be an option as it takes time to tweak the system to make sure it is working as designed. Fire Chief Stoolman was present and remarked that fire communications are not moving to P25 at this time. Muckler thanked the Sheriff for his comments and stated that the switch to P25 digital signal was unacceptable due to the adverse effects on West Branch law enforcement officers and the residents to whom they provide public safety services. Muckler also stated that the Cedar County E911 Board needs to devise a plan and identify a funding source to implement a county wide emergency communications system that provides adequate service levels for all Cedar County residents prior to switching to P25.

ADJOURNMENT

Motion to adjourn meeting by Shields, second by Miller. Motion carried on a voice vote. City Council meeting adjourned at 9:45 p.m.

Mark Worrell, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ASFPM INC	5/22/15	WATER-IND MEMBERSHIP	WATER FUND	WATER OPERATING	130.00
	5/22/15	WATER - ASFPM EXAM FEE	WATER FUND	WATER OPERATING	100.00
				TOTAL:	230.00
BANKERS TRUST COMPANY	6/01/15	DEBT SERV - GO BOND 2013 L	GO DEBT SERVICE	BONDING	155,000.00
	6/01/15	DEBT SERV - GO BOND 2013 L	GO DEBT SERVICE	BONDING	21,120.00
				TOTAL:	176,120.00
BLUE CROSS BLUE SHIELD	5/06/15	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	62.26
	5/22/15	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	62.26
	5/06/15	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	656.94
	5/22/15	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	656.94
	5/22/15	HEALTH INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	2,542.98
	5/22/15	DENTAL INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	136.52
	5/22/15	HEALTH INSURANCE	TRUST AND AGENCY	ROADS & STREETS	720.50
	5/22/15	DENTAL INSURANCE	TRUST AND AGENCY	ROADS & STREETS	37.92
	5/22/15	HEALTH INSURANCE	TRUST AND AGENCY	LIBRARY	960.67
	5/22/15	DENTAL INSURANCE	TRUST AND AGENCY	LIBRARY	42.94
	5/22/15	HEALTH INSURANCE	TRUST AND AGENCY	PARK & RECREATION	565.10
	5/22/15	DENTAL INSURANCE	TRUST AND AGENCY	PARK & RECREATION	55.63
	5/22/15	HEALTH INSURANCE	TRUST AND AGENCY	CEMETERY	635.73
	5/22/15	DENTAL INSURANCE	TRUST AND AGENCY	CEMETERY	31.83
	5/22/15	HEALTH INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	296.68
	5/22/15	DENTAL INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	16.69
	5/22/15	HEALTH INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	169.53
	5/22/15	DENTAL INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	7.58
	5/06/15	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	15.96
	5/22/15	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	15.96
	5/06/15	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	222.52
	5/22/15	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	222.52
	5/22/15	HEALTH INSURANCE	WATER FUND	WATER OPERATING	1,320.96
	5/22/15	DENTAL INSURANCE	WATER FUND	WATER OPERATING	71.06
	5/06/15	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	12.92
	5/22/15	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	12.92
	5/06/15	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	180.14
	5/22/15	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	180.14
	5/22/15	HEALTH INSURANCE	SEWER FUND	SEWER OPERATING	1,123.15
	5/22/15	DENTAL INSURANCE	SEWER FUND	SEWER OPERATING	59.91
				TOTAL:	11,096.86
BRANDT, DAWN	5/22/15	ADM/M&C- REIMB FOR CONF EX	GENERAL FUND	MAYOR AND COUNCIL	372.08
	5/22/15	ADM/M&C- REIMB FOR CONF EX	GENERAL FUND	CLERK & TREASURER	300.00
				TOTAL:	672.08
BRICK, LESLIE	5/22/15	ADMIN - REIMB FOR BATTERIE	GENERAL FUND	CLERK & TREASURER	5.81
	5/22/15	ADMIN - REIMB FOR MILEAGE	GENERAL FUND	CLERK & TREASURER	16.02
				TOTAL:	21.83
COPYWORKS	5/22/15	PARK&REC - PRINTING	GENERAL FUND	PARK & RECREATION	243.75
				TOTAL:	243.75
CULLIGAN WATER TECHNOLOGIES	5/22/15	FIRE - WATER COND RENTAL	GENERAL FUND	FIRE OPERATION	33.95
				TOTAL:	33.95
DEARBORN NATIONAL INSURANCE	5/06/15	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	5/22/15	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	5/22/15	LIFE INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	9.45
	5/22/15	LIFE INSURANCE	TRUST AND AGENCY	ROADS & STREETS	3.65
	5/22/15	LIFE INSURANCE	TRUST AND AGENCY	LIBRARY	8.24
	5/22/15	LIFE INSURANCE	TRUST AND AGENCY	PARK & RECREATION	3.15
	5/22/15	LIFE INSURANCE	TRUST AND AGENCY	CEMETERY	3.64
	5/22/15	LIFE INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	2.84
	5/22/15	LIFE INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	1.21
	5/22/15	LIFE INSURANCE	WATER FUND	WATER OPERATING	6.32
	5/22/15	LIFE INSURANCE	SEWER FUND	SEWER OPERATING	5.60
				TOTAL:	60.10
EFTPS	5/22/15	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,371.62
	5/22/15	SOCIAL SECURITY WITHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	909.21
	5/22/15	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	212.63
	5/22/15	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	431.92
	5/22/15	SOCIAL SECURITY WITHHOLDI	LIBRARY	NON-DEPARTMENTAL	291.55
	5/22/15	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	68.18
	5/22/15	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	363.45
	5/22/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	85.00
	5/22/15	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	ROADS & STREETS	138.43
	5/22/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	32.37
	5/22/15	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	LIBRARY	291.55
	5/22/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	68.18
	5/22/15	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	PARK & RECREATION	82.83
	5/22/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	19.37
	5/22/15	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	CEMETERY	155.19
	5/22/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	36.31
	5/22/15	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	125.81
	5/22/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	29.42
	5/22/15	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	LOCAL CABLE ACCESS	43.54
	5/22/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	10.19
	5/22/15	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	370.46
	5/22/15	SOCIAL SECURITY WITHHOLDI	WATER FUND	NON-DEPARTMENTAL	230.61
	5/22/15	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	53.94
	5/22/15	SOCIAL SECURITY WITHHOLDI	WATER FUND	WATER OPERATING	230.61
	5/22/15	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	53.94
	5/22/15	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	337.67
	5/22/15	SOCIAL SECURITY WITHHOLDI	SEWER FUND	NON-DEPARTMENTAL	214.66
	5/22/15	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	50.21
	5/22/15	SOCIAL SECURITY WITHHOLDI	SEWER FUND	SEWER OPERATING	214.62
	5/22/15	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	50.18
				TOTAL:	6,573.65
HERB N LOU'S	5/22/15	PARK&REC - GIFT CERT	GENERAL FUND	PARK & RECREATION	30.00
				TOTAL:	30.00
IOWA DEPARTMENT OF NATURAL RESOURCES	5/22/15	WATER - OPERATOR CERT RENE	WATER FUND	WATER OPERATING	60.00
	5/22/15	WATER - OPERATOR CERT RENE	WATER FUND	WATER OPERATING	60.00
	5/22/15	WATER - OPERATOR CERT RENE	WATER FUND	WATER OPERATING	60.00
	5/22/15	SEWER - OPERATOR CERT RENE	SEWER FUND	SEWER OPERATING	60.00
	5/22/15	SEWER - OPERATOR CERT RENE	SEWER FUND	SEWER OPERATING	60.00
	5/22/15	SEWER - OPERATOR CERT RENE	SEWER FUND	SEWER OPERATING	60.00
				TOTAL:	360.00
IOWA DEPARTMENT OF REVENUE	5/22/15	Y-001291401 GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	223.92
	5/22/15	Y-001291401 GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	264.76

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	5/22/15	Y-001291401 GARNISHMENT	WATER FUND	NON-DEPARTMENTAL	111.97
	5/22/15	Y-001291401 GARNISHMENT	WATER FUND	NON-DEPARTMENTAL	132.38
	5/22/15	Y-001291401 GARNISHMENT	SEWER FUND	NON-DEPARTMENTAL	111.97
	5/22/15	Y-001291401 GARNISHMENT	SEWER FUND	NON-DEPARTMENTAL	132.38
				TOTAL:	977.38
IOWA FINANCE AUTHORITY	6/01/15	WATER SINKING FUND - SRF L	WATER SINKING FUND	WATER OPERATING	41,000.00
	6/01/15	WATER SINKING FUND - SRF L	WATER SINKING FUND	WATER OPERATING	10,080.00
	6/01/15	WATER SINKING FUND - SRF L	WATER SINKING FUND	WATER OPERATING	4,000.00
	6/01/15	WATER SINKING FUND - SRF L	WATER SINKING FUND	WATER OPERATING	945.00
				TOTAL:	56,025.00
IPERS	5/06/15	IPERS	GENERAL FUND	NON-DEPARTMENTAL	537.36
	5/22/15	IPERS	GENERAL FUND	NON-DEPARTMENTAL	540.48
	5/06/15	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	440.69
	5/22/15	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	430.35
	5/06/15	IPERS	LIBRARY	NON-DEPARTMENTAL	262.23
	5/22/15	IPERS	LIBRARY	NON-DEPARTMENTAL	263.69
	5/06/15	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	661.04
	5/22/15	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	645.53
	5/06/15	IPERS	TRUST AND AGENCY	ROADS & STREETS	213.97
	5/22/15	IPERS	TRUST AND AGENCY	ROADS & STREETS	217.10
	5/06/15	IPERS	TRUST AND AGENCY	LIBRARY	393.58
	5/22/15	IPERS	TRUST AND AGENCY	LIBRARY	395.77
	5/06/15	IPERS	TRUST AND AGENCY	PARK & RECREATION	133.24
	5/22/15	IPERS	TRUST AND AGENCY	PARK & RECREATION	129.59
	5/06/15	IPERS	TRUST AND AGENCY	CEMETERY	217.94
	5/22/15	IPERS	TRUST AND AGENCY	CEMETERY	232.46
	5/06/15	IPERS	TRUST AND AGENCY	MAYOR AND COUNCIL	17.86
	5/06/15	IPERS	TRUST AND AGENCY	CLERK & TREASURER	174.18
	5/22/15	IPERS	TRUST AND AGENCY	CLERK & TREASURER	171.48
	5/06/15	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	49.31
	5/22/15	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	60.51
	5/06/15	IPERS	WATER FUND	NON-DEPARTMENTAL	231.94
	5/22/15	IPERS	WATER FUND	NON-DEPARTMENTAL	235.47
	5/06/15	IPERS	WATER FUND	WATER OPERATING	348.10
	5/22/15	IPERS	WATER FUND	WATER OPERATING	353.41
	5/06/15	IPERS	SEWER FUND	NON-DEPARTMENTAL	214.57
	5/22/15	IPERS	SEWER FUND	NON-DEPARTMENTAL	217.46
	5/06/15	IPERS	SEWER FUND	SEWER OPERATING	322.03
	5/22/15	IPERS	SEWER FUND	SEWER OPERATING	326.36
				TOTAL:	8,437.70
JOHN DEERE FINANCIAL	5/22/15	SEWER - SUPPLIES	SEWER FUND	SEWER OPERATING	100.97
				TOTAL:	100.97
LIBERTY COMMUNICATIONS	5/22/15	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	POLICE OPERATION	161.03
	5/22/15	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	FIRE OPERATION	138.85
	5/22/15	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	FIRE OPERATION	44.22
	5/22/15	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	PARK & RECREATION	162.02
	5/22/15	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	CLERK & TREASURER	263.30
	5/22/15	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	LOCAL CABLE ACCESS	56.56
	5/22/15	VARIOUS DEPTS - PHONE SERV	CIVIC CENTER	TOWN HALL	43.12
	5/22/15	VARIOUS DEPTS - PHONE SERV	LIBRARY	LIBRARY	187.13
	5/22/15	VARIOUS DEPTS - PHONE SERV	ROAD USE TAX	ROADS & STREETS	46.68
	5/22/15	VARIOUS DEPTS - PHONE SERV	WATER FUND	WATER OPERATING	46.69

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	5/22/15	VARIOUS DEPTS - PHONE SERV	SEWER FUND	SEWER OPERATING	46.68
				TOTAL:	1,196.28
MARIACHI AZTECA	5/22/15	COMM&CULT- SUMMER CONCERT	GENERAL FUND	COMM & CULTURAL DEVEL	1,200.00
				TOTAL:	1,200.00
MATT PARROTT/STOREY KENWORTHY	5/22/15	ADMIN - WINDOW ENVELOPES	GENERAL FUND	CLERK & TREASURER	124.41
				TOTAL:	124.41
MEDIACOM	5/22/15	CABLE - SERVICE	GENERAL FUND	LOCAL CABLE ACCESS	40.90
				TOTAL:	40.90
MISCELLANEOUS V	5/22/15	COLEMAN FENNER: YOUTH UMPI	GENERAL FUND	PARK & RECREATION	100.00
	5/22/15	AMBER CORSO: YOUTH UMPIRE	GENERAL FUND	PARK & RECREATION	25.00
	5/22/15	DEVIN & BREANNA LEWIS: REF	GENERAL FUND	COMMISSION	83.25
	5/22/15	STORMWATER-REIMB FOR BMP P	STORM WATER UTILIT	STORM WATER UTILITY	245.64
				TOTAL:	453.89
RUSSELL, MELISSA	5/22/15	P&R - REIMB FOR YS SUPPLIE	GENERAL FUND	PARK & RECREATION	51.72
				TOTAL:	51.72
TERENCE J GOERDT	5/22/15	ADMIN - BUILDING INSPECTIO	GENERAL FUND	CLERK & TREASURER	280.00
				TOTAL:	280.00
TREASURER STATE OF IOWA	5/06/15	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	672.10
	5/22/15	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	683.14
	5/06/15	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	149.90
	5/22/15	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	168.66
	5/06/15	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	171.25
	5/22/15	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	179.70
	5/06/15	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	160.75
	5/22/15	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	168.50
				TOTAL:	2,354.00
TRUGREEN PROCESSING CENTER	5/22/15	PARK&REC - SERVICE LIONS F	GENERAL FUND	PARK & RECREATION	365.00
				TOTAL:	365.00
UNITED STATES TREASURY	5/22/15	LEVY PROCEEDS	GENERAL FUND	NON-DEPARTMENTAL	301.74
	5/22/15	LEVY PROCEEDS	GENERAL FUND	NON-DEPARTMENTAL	381.74
	5/22/15	LEVY PROCEEDS	WATER FUND	NON-DEPARTMENTAL	150.88
	5/22/15	LEVY PROCEEDS	WATER FUND	NON-DEPARTMENTAL	190.87
	5/22/15	LEVY PROCEEDS	SEWER FUND	NON-DEPARTMENTAL	150.88
	5/22/15	LEVY PROCEEDS	SEWER FUND	NON-DEPARTMENTAL	190.87
				TOTAL:	1,366.98
UPS	5/22/15	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	26.34
	5/22/15	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	26.34
				TOTAL:	52.68
VERIZON WIRELESS	5/22/15	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	POLICE OPERATION	245.37
	5/22/15	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	PARK & RECREATION	41.78
	5/22/15	VARIOUS DEPTS - PHONE SERV	ROAD USE TAX	ROADS & STREETS	162.49
	5/22/15	VARIOUS DEPTS - PHONE SERV	WATER FUND	WATER OPERATING	162.50
	5/22/15	VARIOUS DEPTS - PHONE SERV	SEWER FUND	SEWER OPERATING	162.50
				TOTAL:	774.64

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WINDSTAR LINES INC	5/22/15	P&R - DEPOSIT FOR 8/20/15	GENERAL FUND	PARK & RECREATION	119.80
				TOTAL:	119.80

**PAYROLL EXPENSES	5/20/2015 - 5/31/2015	GENERAL FUND	POLICE OPERATION	6,366.18
		GENERAL FUND	ROADS AND STREETS	2,504.94
		GENERAL FUND	PARK & RECREATION	1,451.20
		GENERAL FUND	CEMETERY	2,676.85
		GENERAL FUND	CLERK & TREASURER	2,097.34
		GENERAL FUND	LOCAL CABLE ACCESS	702.18
		LIBRARY	LIBRARY	4,702.51
		WATER FUND	WATER OPERATING	4,090.31
		SEWER FUND	SEWER OPERATING	3,787.65
			TOTAL:	28,379.16

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

001	GENERAL FUND	28,727.65
022	CIVIC CENTER	43.12
031	LIBRARY	6,525.77
110	ROAD USE TAX	209.17
112	TRUST AND AGENCY	11,447.68
226	GO DEBT SERVICE	176,120.00
600	WATER FUND	9,630.33
603	WATER SINKING FUND	56,025.00
610	SEWER FUND	8,768.37
740	STORM WATER UTILITY	245.64

	GRAND TOTAL:	297,742.73

**City of West Branch
RECORDS DESTRUCTION FORM**

Page 1 of 1

CAUTION: A state record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. Any record subject to federal audit must be retained until the expiration of the audit period or the period specified in the City of West Branch Records Retention manual, whichever is later.

Departmental Destruction		<input checked="" type="checkbox"/> I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Records Retention Schedule and that all audit and administrative requirements have been satisfied. <input checked="" type="checkbox"/> I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and all administrative requirements have been satisfied. Date approved by City Council: June 1, 2015
Date of Records Destruction: July 28, 2015 Department Name: Administration – City Office		
Destruction Method:		
Shredding _____	Discard _____	
Outside Vendor <u> X </u>	Document Destruction & Recycling Services	
Destruction Certificate:		

Description of Records The contents of each box should be listed separately	Inclusive Dates	Retention Period	Record Type
Cigarette Permits	1-1-1990 to 6-30-2008	5 years	Administrative & Legal Records
Tobacco Compliance checks	2007-2008	5 years	Administrative & Legal Records
Liquor licenses – expired non/renewed permits	1-1-1998 to 12-31-2008	5 years	Administrative & Legal Records
Property/Liability Insurance policies	1996 to 2009	5 years after expiration	Administrative & Legal Records

INSTRUCTIONS FOR FILLING OUT THE RECORDS DESTRUCTION FORM

1. Fill in the department name and date.
2. Locate a description of your records in the Records Retention Schedule and record.
3. Enter the description of the records in the “Description of Records” column.
4. Fill in the “Inclusive Dates” of the records. Please include month and year.
5. Fill in the “Retention Period” listed for the records in the Records Retention Schedule.
6. Fill in the “Record Type” of the records (for example, P= Paper, E=Electronic, etc.).
7. The completed *original* Records Destruction form must be maintained as a permanent record at the City Office.

RESOLUTION NO. 1343

RESOLUTION RECOGNIZING THE 125TH ANNIVERSARY OF SCATTERGOOD FRIENDS
SCHOOL & FARM FOUNDING

WHEREAS, Quaker pioneers arriving in Iowa from Ohio, known as The Hickory Grove Quarterly Meeting, longed to create a co-educational boarding high school where their children could receive a “guarded education;” and

WHEREAS, students were exhorted to develop the “fruits of a virtuous character” to become fitted for great usefulness in society and the world; and

WHEREAS, in 1929, Scattergood, like the rest of the country, was caught in the wake of the Great Depression and the decision was made to close the school in 1931, the American Friends Service Committee suggested Scattergood be utilized as a Refugee Hostel for European refugees fleeing the Nazis from April 1939 until March 1943; and

WHEREAS, the Scattergood Refugee Hostel, one of four in the nation, organized instruction, language lessons and work for the 186 refugees, assisting refugees in overcoming the trauma of their experiences and building new lives in America; and

WHEREAS, in 1944 when Scattergood reopened its doors as a school, hundreds of students from around the globe have since come to know and love Iowa, West Branch and the educational opportunities afforded through the school’s restored prairie, organic farm and orchard, enjoying a progressive model of learning unique to Scattergood Friends School; and

WHEREAS, today Scattergood Friends School and Farm has continued more than a century of progressive Quaker-based college preparatory education preparing students for higher learning, and a life rooted in Simplicity, Peace, Integrity, Community, Stewardship and Equality.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of West Branch, Iowa hereby recognizes Scattergood Friends School & Farm for 125 years of contributions to the West Branch Community. Further, the Mayor Pro Tem is directed to execute the resolution on behalf of the City.

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk



Music On The Village Green

Wednesday, May 13 at 7 p.m.

Thursdays, June 4, 11, 18, & 25 at 7 p.m.

Parkside Drive & Main Street, West Branch

Free concerts return to West Branch in 2015! Ample parking is nearby. Bring a lawn chair or ground blanket.

- May 13 West Branch High School Band (Jazz)
- June 4: Brass Transit Authority (70s Hits)
- June 11: Highway Home (Bluegrass)
- June 18: Las Guitarras de Mexico (Mariachi)
- June 25: Kevin “B.F.” Burt (Blues)

In inclement weather, the performances will move indoors to West Branch Town Hall.



Presented by the National Park Service
in cooperation with Main Street West
Branch and the City of West Branch,
Iowa.



City of West Branch

Memorandum of Agreement

Between the

THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
HERBERT HOOVER NATIONAL HISTORIC SITE

And

THE CITY OF WEST BRANCH, IOWA

This Agreement is entered into by and between the National Park Service (hereinafter “NPS), acting through the Superintendent of Herbert Hoover National Historic Site and the City of West Branch, acting through the Mayor of West Branch.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to bolster public programs and educational experiences offered at Herbert Hoover National Historic Site.

Recognizing the value of a National Park Service unit and the city’s role as a gateway community to the Herbert Hoover National Historic Site, the City of West Branch, seeks to support the public programming offered at the park through this Agreement.

The public will be a direct beneficiary of every aspect of this Agreement as all programs of the Agreement are open and provided for their education, enjoyment, and understanding,

Under this Agreement, the park will promote additional period appropriate interpretive services which serve as a primary transformative opportunity for children learning about Herbert Hoover. Additionally, new interpretive programs will be available to the public to further understand the heritage of the West Branch community.

ARTICLE II – AUTHORITY

This Agreement is entered into under the authority of:

WHEREAS, the National Park Service Organic Act of August 25, 1916 (16 U.S.C. 1-4, 39 Stat. 535) as amended and supplemented, gives the National Park Service stewardship over the National Park system and enjoins it “to conserve the scenery and natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;”

WHEREAS, the act of August 12, 1965, through Public Law 89-119 (79 Stat. 510) authorized the establishment of Herbert Hoover National Historic Site to “preserve in public ownership historically significant properties associated with the life of Herbert Hoover.”

WHEREAS, Directors Order 21, Section 2.1 Authority for NPS to Accept Donations provides for the acceptance of “gifts” and refers to something of value (cash or in-kind goods or services) received from an outside source without consideration or an exchange of value. Section 6.2 Use of Donations. Donations may be used to fund or otherwise support any NPS activity for which appropriated funds could normally be used, including donations for employee salaries directly to the NPS (not to the employee) to fund salaries of Term or temporary NPS employees. WHEREAS, the Herbert Hoover National Historic Site General Management Plan establishes the park purpose to “commemorate and interpret the life, career, and accomplishments of Herbert Hoover in cooperation with other organizations.”

ARTICLE III – STATEMENT OF WORK

- A. The NPS agrees to:
1. Through the goals established in Attachment A – Annual Work Plan, expand interpretive services offered at the park and in the City of West Branch for residents and visitors alike, to further the understanding and enjoyment of the park, its heritage, and of the National Park Service.
 2. Provide to the City of West Branch a written report regarding how funding made possible through this Agreement was used to demonstrate the value received.
- B. The City agrees to:
1. Make as a part of the City of West Branch’s annual budget cycle funding for the National Park Service to be used in the expansion of both formal public programming and supplemental blacksmithing demonstrations.
 2. Meet with the National Park Service annually to discuss and prioritize mutually agreeable work plans.

ARTICLE IV – TERM OF AGREEMENT

The Agreement will become effective October 1, 2015 for one (1) year, unless terminated earlier by one of the parties pursuant to Article V. This same Agreement may be extended for an additional four (4) years with written consent by both parties.

ARTICLE V – TERMINATION OF AGREEMENT

This Agreement may be terminated by either party by providing the other with a minimum sixty (60) days-notice in writing.

ARTICLE VI – KEY OFFICIALS

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

1. **For the City of West Branch:**

Matt Muckler, City Administrator
City of West Branch
110 North Poplar Street; PO Box 218
West Branch, Iowa 52358
(319) 643-5888
(319) 643-2305
Matt@westbranchiowa.org

Subsidiary Key Official:
Dawn Brandt, Deputy City Clerk

2. **For the NPS:**

Peter S. Swisher, Superintendent
Herbert Hoover National Historic Site
110 Parkside Drive, PO Box 607
West Branch, Iowa 52358
(319) 643-2541
(319) 643-7863
pete_swisher@nps.gov

Subsidiary Key Official:
Amber Revis, Administrative Officer

B. **Communications.** Communication regarding this Agreement shall be made to and between the Key Officials or their subsidiaries.

C. **Changes in Key Officials.** Both the NPS and City will make written notice to the other party reasonably in advance of any proposed change to the Key Officials of this Agreement.

ARTICLE VII – AWARD AND PAYMENT

- A. The City will provide funding to the NPS in an amount specified in the Annual Work Plan, determined and approved by the City of West Branch – City Council, through their annual budgeting process.
1. The City of West Branch operates on a July 1 through June 30 fiscal year, therefore this amount will be determined at this time;
 2. The NPS operates on the Federal fiscal year cycle beginning October 1 through September 30 therefore the funds provided would be expended during this period.
- B. Available funds provided by the City will be in the form of a check made to the National Park Service as a donation. Upon receipt, donated funds become Federal funds and therefore subject to applicable rules and regulations.

ARTICLE VIII – INSURANCE AND LIABILITY

Any employees hired by the National Park Service as a result of this Agreement are the responsibility of the NPS. The National Park Service is responsible for its employees and agrees no liability is conferred to the City of West Branch for NPS employees acting within their scope of employment.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

The National Park Service may provide at the City of West Branch’s request, a detailed written report at the conclusion of the fund expenditure to document how the funds were used.

ARTICLE X – PROPERTY UTILIZATION

This Agreement does not constitute any authorization for the use of property owned by either entity for any purpose. Any such arrangement would have to be requested and approved through other appropriate arrangements.

Intellectual Property: As used herein, “Intellectual Property” means with respect to a party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such party’s employees, taglines, and web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.

1. Neither party to this Agreement shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach,

advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party's sole discretion. All uses by one party of the other party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other party on five (5) business days notice to such other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.

2. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.
3. Upon the termination of this Agreement all Intellectual Property of the Partner shall, to the extent such Intellectual Property are owned by the Partner and are transferable, shall become the property of NPS.

ARTICLE XI – PUBLIC INFORMATION

Information pertaining to news events, press releases, or other public announcements related to this Agreement will be approved by both parties prior to commencement.

ARTICLE XII – General Provisions:

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

- D. Lobbying with Appropriated Money: The Partner will not undertake activities, including lobbying for proposed Partner or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the Partner from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any Partner or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail the Partner's ability to interact with elected officials.
- E. Drug Free Workplace Act: The Partners certify that comprehensive actions will be taken to ensure the workplace is drug-free.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- G. Assignment, Binding Effect: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- H. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- K. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- L. Disclaimers of Government Endorsement: The Partner will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.

- M. Public Release of Information: The Partner must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
- N. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Partners.
- O. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the Foundation.
- P. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- Q. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- R. Agency: The Partner is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Partner represent itself as such to third parties.
- S. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- T. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- U. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

ARTICLE XII – ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement:

- Attachment A. Annual Work Plan (Federal Fiscal Year 2016)
- Attachment B. Annual Work Plan (Federal Fiscal Year 2017 – completed by May 30, 2016)
- Attachment C. Annual Work Plan (Federal Fiscal Year 2018 – completed by May 30, 2017)
- Attachment D. Annual Work Plan (Federal Fiscal Year 2019 – completed by May 30, 2018)

ARTICLE XIII – SIGNATURES

For the National Park Service:

Peter S. Swisher
Superintendent

Date

For the City of West Branch:

Mark Worrell
Mayor

Date

Attachment A
Annual Work Plan – Federal Fiscal Year 2016

The City of West Branch has made available through its budget approval process funds in the amount of \$ 7,500.00ⁱ to be applied by the National Park Service for those items approved within this Agreement’s Annual Work Plan. Specifically, the National Park Service will:

- A. Recruit for one GS-025-05 Interpretive Park Ranger through the 2015-2016 winter months, with the candidate selected and scheduled to begin work on or about April 1, 2016.
- B. Schedule the candidate to attend a blacksmithing training course or other training equally qualifying the candidate to perform such work, for which these funds may be used to pay the costs associated with tuition or travel.
- C. Schedule the candidate to perform work both as blacksmith and as a Park Ranger for the purpose of interpreting the Hoover story to the public and to the school-aged children arriving in tour / school buses during the spring of 2016.
- D. Schedule the candidate to research and provide interpretive programming to the public that focuses on the National Register eligible buildings of the historic downtown district.
- E. Schedule the candidate to provide appropriate programming for other events during the term of their employment as may arise and agreed upon.

Available funds will be provided to the NPS at the point reasonable assurance can be given by the NPS that those action items delineated in this Annual Work Plan can be successfully completed. In the event these action items cannot be completed, the Key Officials to this Agreement will meet to discuss viable alternatives, to include not transmitting the funds at all.

Agreed upon this _____ day of _____, 2015 by:

Peter S. Swisher
Superintendent

Matt Muckler
City Administrator

ⁱ This amount will employ a GS-025-05 Interpretive Park Ranger full time for approximately 5 pay periods. The National Park Service may elect to employ the candidate part-time to extend their employment further into the summer visitor season. Similarly, the National Park Service may, if federal funds are available, choose to supplement those funds provided by the City of West Branch to retain the services of this candidate further into the summer visitor season. Current and applicable personnel rules will apply as they relate to NPS seasonal employees.

ORDINANCE NO. 730

AN ORDINANCE AMENDING TITLE “BUILDING PERMIT FEES,” CHAPTER 155
“STATE BUILDING CODE”

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 155.02 “BUILDING PERMIT FEES” of the Code of West Branch, Iowa is hereby amended by deleting section 155.02 in its entirety and inserting in lieu thereof:

155.02 BUILDING PERMIT FEES. Building permit fees shall be set by the West Branch City Council and included in the West Branch Schedule of Fees.

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 1st day of June, 2015.

First Reading:	May 4, 2015
Second Reading:	May 18, 2015
Third Reading:	June 1, 2015

Colton Miller, Mayor Pro Tem

Attest:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 732

AN ORDINANCE AMENDING THE STANDARDS FOR SIGNAGE DESIGN AND DISPLAY FOUND IN THE APPENDIX TO THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA.

1. BE IT ENACTED by the City Council of West Branch, Iowa, that the Appendix of the Code of Ordinances of the City of West Branch, Iowa is hereby amended by deleting the last sentence in Section II of the *Standards for Signage Design and Display* in its entirety and inserting in lieu thereof:

Only the following signs shall be permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street:

a. Applied signs.

b. Projecting signs on the east side of the Heritage Square area.

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 1st day of June, 2015.

First Reading: June 1, 2015

Second Reading:

Third Reading:

Colton Miller, Mayor Pro Tem

Attest:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1344

RESOLUTION APPROVING THE WEST BRANCH HIGH SCHOOL PHASE 2
PARKING AND SITE IMPROVEMENTS SITE PLAN.

WHEREAS, the West Branch Community School District has heretofore submitted a proposed Site Plan to construct parking and site improvements at 900 W. Main Street in the City of West Branch, Iowa (the "Project"); and

WHEREAS, said Site Plan has heretofore been reviewed by City Staff, including the City Engineer; and

WHEREAS, the Site Plan has been found to conform to West Branch Code of Ordinances; and

WHEREAS, the City of West Branch Planning and Zoning Commission has reviewed the Site Plan and recommended its approval to the West Branch City Council; and

WHEREAS, it is now necessary for the City Council to approve said Site Plan.

NOW, THEREFORE, be it resolved by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned Site Plan for the Project be and the same are hereby accepted and approved.

* * * * *

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk

WEST BRANCH HIGH SCHOOL PHASE 2 PARKING AND SITE IMPROVEMENTS

WEST BRANCH, IOWA



PROJECT NO.:
15015.00

PROJECT:
**WEST BRANCH
HIGH SCHOOL
PHASE 2
PARKING AND SITE
IMPROVEMENTS**

WWW.HBKENGINEERING.COM

ENGINEER:



HBK ENGINEERING, LLC
509 S. GILBERT ST.
IOWA CITY, IA 52240
PHONE: (319) 338-7557
FAX: (319) 338-2937

STATE OF IOWA
DEPARTMENT OF PROFESSIONAL
LICENSE NO. 00527328

OWNER/DEVELOPER:



WEST BRANCH
COMMUNITY SCHOOL DISTRICT
148 N. OLIPHANT ST.
WEST BRANCH, IA 52358

ARCHITECT:



TITLE:

COVER SHEET

REVISIONS

REV	DATE	DESCRIPTION	BY
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			

DRAWN BY:	CHECKED BY:	APPROVED BY:
LBB	BAB	BAB

PROJECT NUMBER:	15015.00
FILE NAME:	150221
DATE DRAWN:	04/16/2015
SCALE:	NTS

SHEET: **1 OF 10**

EASEMENTS:

All public easements of record which could be located are shown on this plan. No information was made available by the owner, as requested, for on site private easements at the time of this plan.

ZONING:

Existing and Proposed Zoning: A1 Agricultural District

PLAT:

Recorded in BK 5, PG 155, of the records of the Cedar County Auditor's Office.

LEGAL DESCRIPTION:

Beginning at the Northwest corner of Section 7, Township 79 North, Range 4 West of the Fifth Principal Meridian, Cedar County, Iowa

thence South 1,291.88 feet along the West line of the Northwest Quarter of said Section 7 to a point (this is a assumed bearing for purposes of this description only);

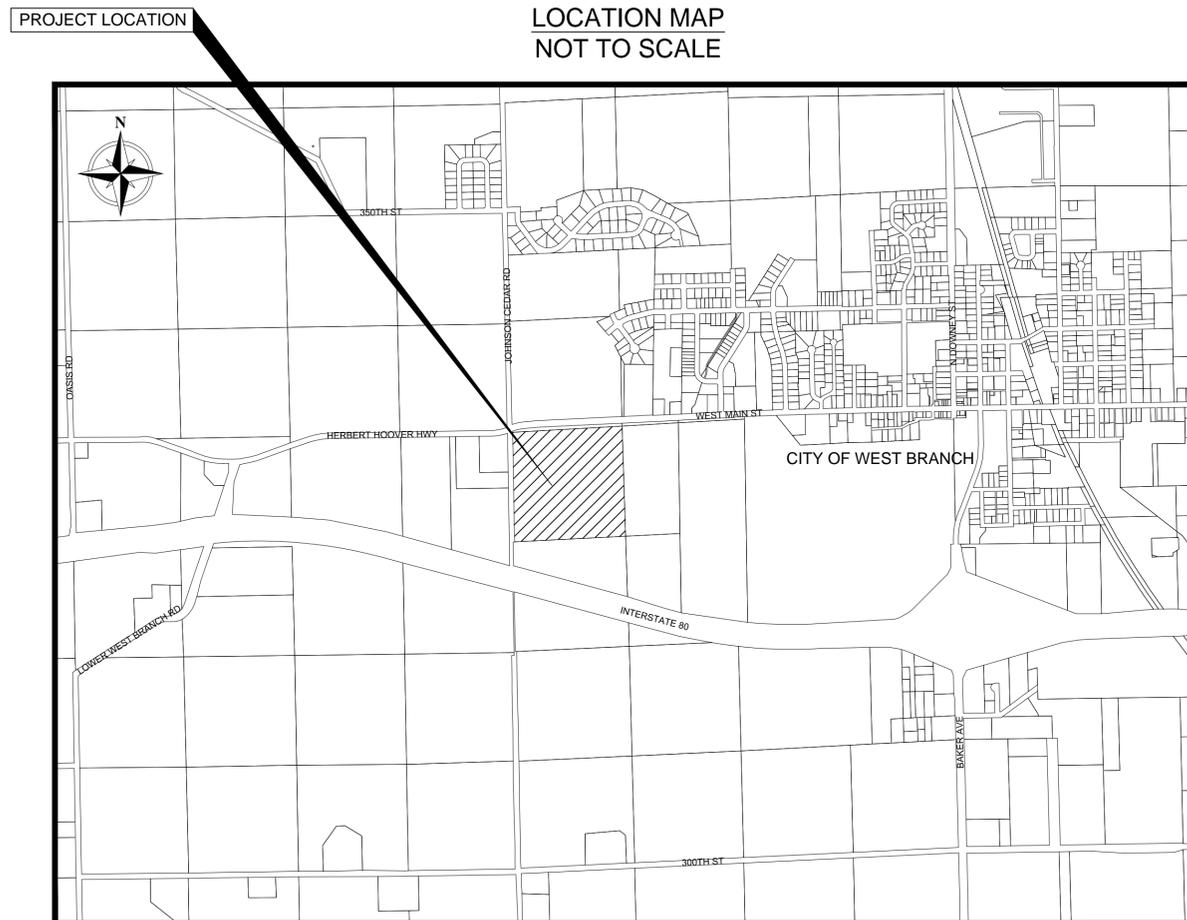
thence North 88°58'40" East 1,393.50 feet to a point;

thence North 00°00'20" West 1,398.15 feet to a point of intersection with the recorded county road center line;

thence South 88°16'20" West 1,393.78 feet along said recorded county road center line to a point;

thence South 89.10 feet to the point of beginning and containing 44.4 acres more or less.

Recorded in BK 97, PG 209 of the records of the Cedar County Recorder's Office.



STANDARD LEGEND AND NOTES	
Boundary or Property Line	---
Congressional Section Line	----
Lot Line, Internal	-----
Lot Line, Platted or by Deed	-----
Existing Centerline	-----
Proposed Centerline	-----
Existing Right-of-Way	-----
Proposed Right-of-Way	-----
Existing Easement	-----
Proposed Easement	-----
Existing Contour	----- 650
Proposed Contour	----- 650
Existing Water Main	----- W
Proposed Water Main	----- W
Existing Sanitary Sewer	----- SAN
Proposed Sanitary Sewer	----- SAN
Existing Storm Sewer	----- ST
Proposed Storm Sewer	----- ST
Existing Telephone	----- T
Existing Fiber Optic	----- FO
Existing Underground Electric	----- E
Existing Overhead Electric	----- OHE
Existing Gas Main	----- G
Existing Fence Line	----- X
Existing Tree Line	-----
Benchmark	●
Congressional Corner, Found	▲
Congressional Corner, Reestablished	△
Congressional Corner, Recorded Location	△
Property Corner, Found	●
Property Corner, Set	○
Cut "X"	⊗
Recorded Dimensions	(R)
Measured Dimensions	(M)
Manhole	⊙
Storm Sewer Intake	⊙
Fire Hydrant	⊙
Water Main Valve	⊙
Utility Pole	⊙
Street Light	⊙
Traffic Sign	⊙
Telephone Junction Box	⊙
Gas Valve	⊙
Traffic Signal Pedestal	⊙
Traffic Signal w/ Mast Arm	⊙
Traffic Signal Cabinet	⊙
Flared End Section	⊙
Guy Anchor	⊙
Mailbox	⊙
Deciduous Tree	⊙
Coniferous Tree	⊙
Shrub	⊙

INDEX OF SHEETS

SHEET	DESCRIPTION
1	COVER SHEET
2	DETAILS
3	DETAILS
4	EXISTING SITE LAYOUT
5	SITE DEMOLITION AND REMOVALS
6	BASE BID - OVERALL GRADING AND EROSION CONTROL PLAN
7	ALTERNATE NO. 2 - GRADING AND EROSION CONTROL PLAN
8	PAVING
9	STORMWATER MANAGEMENT
10	SITE RESTORATION



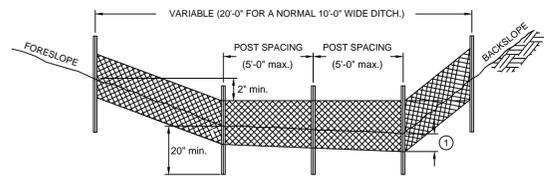
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed: _____ Date: _____

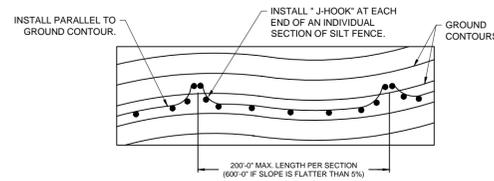
Brian A. Boelk, P.E.
HBK Engineering, LLC
Iowa Registration No. 16503

My licensed renewal date is December 31, 2017

Pages or sheets covered by this seal: All

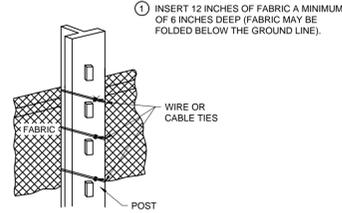


TYPICAL SILT FENCE DITCH CHECK

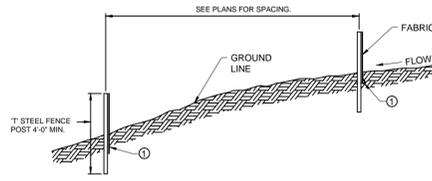


TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (PLAN VIEW)

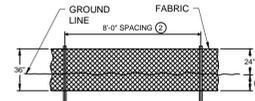
- ① INSERT 12 INCHES OF FABRIC A MINIMUM OF 6 INCHES DEEP FABRIC MAY BE FOLDED BELOW THE GROUND LINE.
- ② REDUCE POST SPACING TO 6'-0" AT WATER CONCENTRATION AREAS, OR AS REQUIRED TO ADEQUATELY SUPPORT FENCE.



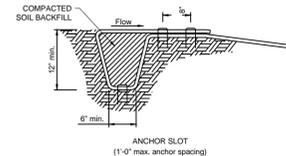
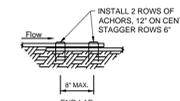
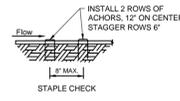
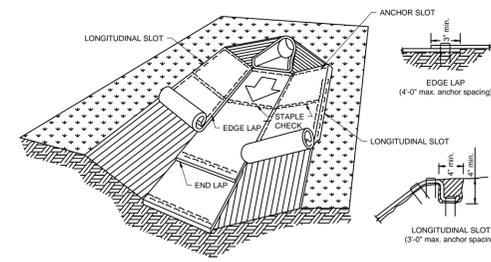
ATTACHMENT TO POST



TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (PROFILE VIEW)

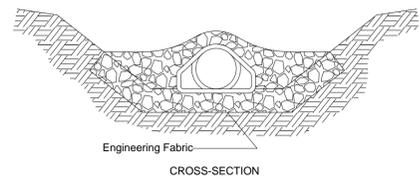
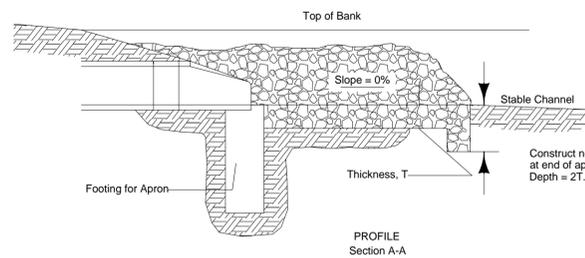
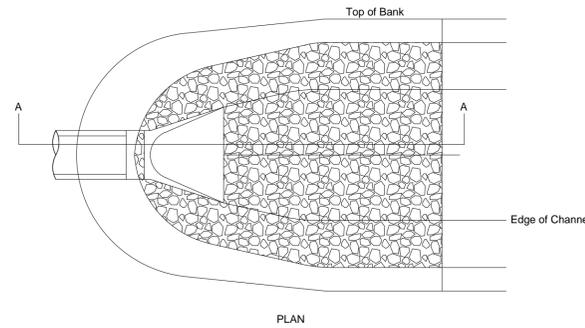


DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES

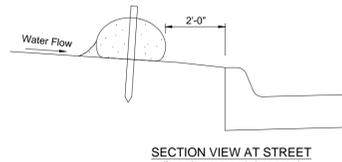
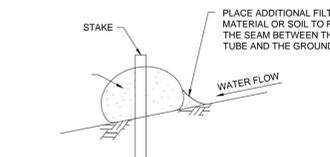
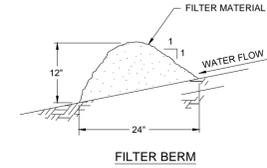
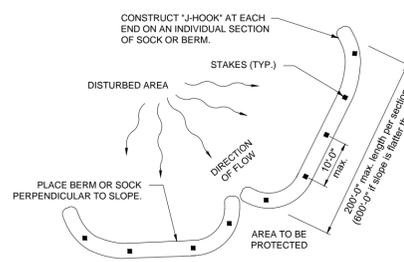


1 SILT FENCE
NTS

2 EROSION CONTROL MAT
NTS



3 RIP RAP APRON
NTS



- NOTES:
1. BERM SHOWN IS TYPICAL FOR SLOPES FLATTER THAN 3:1. FOR STEEPER SLOPES, INCREASE BERM SIZE AS DIRECTED BY THE ENGINEER.
 2. PLACE BERM IN UNCOMPACTED WINDROW PERPENDICULAR TO THE SLOPE AT LOCATIONS SPECIFIED IN THE CONTRACT DOCUMENTS.
 3. FILTER SOCK DIAMETER AS SPECIFIED IN THE CONTRACT DOCUMENTS.

4 FILTER SOCK
NTS



PROJECT NO:
15015.00

PROJECT:
WEST BRANCH HIGH SCHOOL PHASE 2 PARKING AND SITE IMPROVEMENTS

WWW.HBKENGINEERING.COM

ENGINEER:
hbk ENGINEERING
HBK ENGINEERING, LLC
509 S. GILBERT ST.
IOWA CITY, IA 52240
PHONE: (319) 338-7557
FAX: (319) 358-2937
STATE OF IOWA
DEPARTMENT OF PROFESSIONAL
LICENSE NO. 00527328

OWNER/DEVELOPER:
WEST BRANCH COMMUNITY SCHOOLS
WEST BRANCH COMMUNITY SCHOOL DISTRICT
148 N. OLIPHANT ST.
WEST BRANCH, IA 52358

ARCHITECT:
STRUXTURE ARCHITECTS

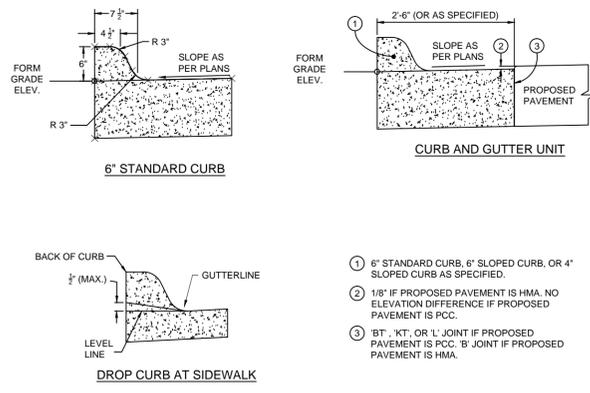
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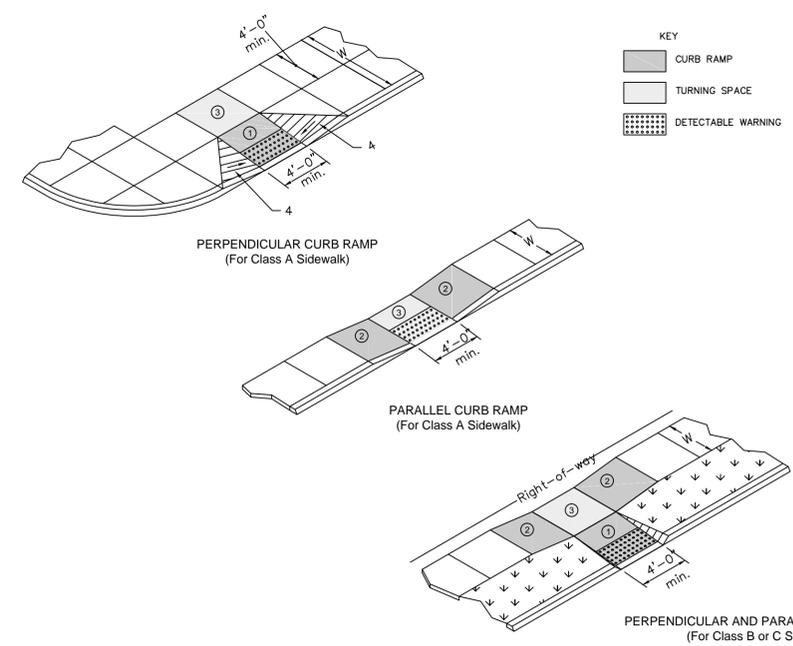
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LBB	BAB	BAB

PROJECT NUMBER:	15015.00
FILE NAME:	150221
DATE DRAWN:	04/16/2015
SCALE:	NTS

SHEET:
2 OF 10

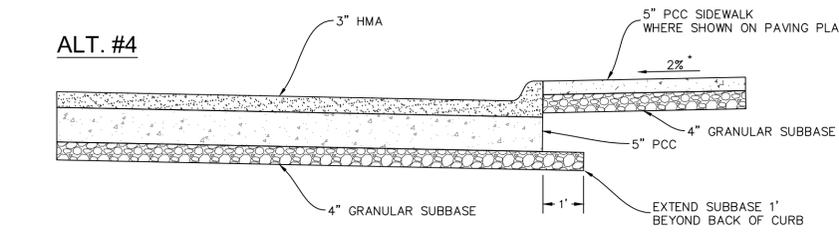
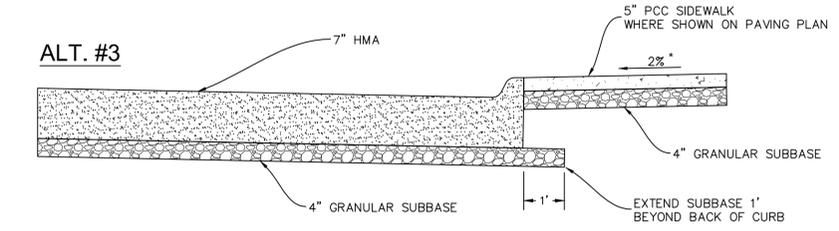
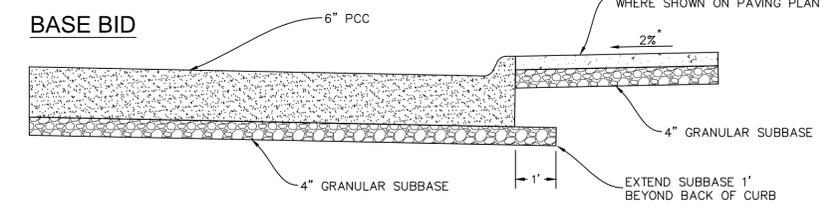


5 PCC CURB DETAILS
NTS

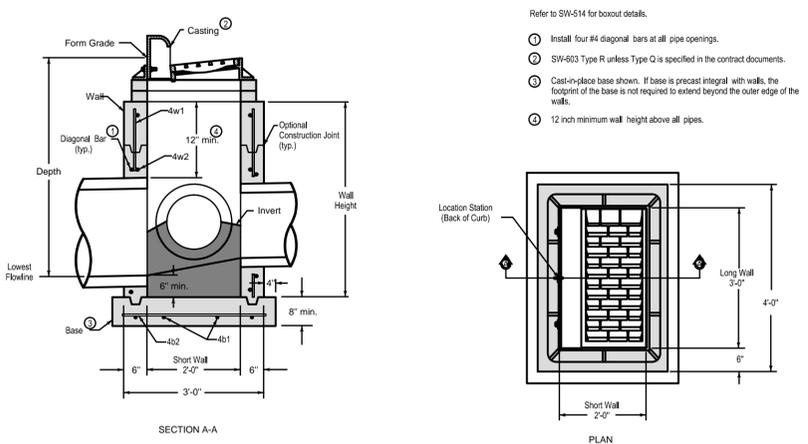


6 ADA SIDEWALK RAMPS
NTS

- KEY**
- CURB RAMP
 - TURNING SPACE
 - DETECTABLE WARNING
- PERPENDICULAR CURB RAMP:** TARGET RUNNING SLOPE OF 6.25% WITH MAXIMUM RUNNING SLOPE OF 8.3%. MATCH PEDESTRIAN STREET CROSSING CROSS SLOPE AT BACK OF CURB. AT MID-BLOCK CROSSINGS, CROSS SLOPE MAY EXCEED 2.0% TO MATCH ROADWAY GRADE.
 - PARALLEL CURB RAMP:** TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. THE LENGTH OF THE PARALLEL RAMP IS NOT REQUIRED TO EXCEED 15 FEET, REGARDLESS OF RESULTING SLOPE. DO NOT EXCEED 8.3% SLOPE FOR PARALLEL RAMPS SHORTER THAN 15 FEET.
 - TURNING SPACE:** TARGET SLOPE OF 1.5%, WITH A MAXIMUM SLOPE PERPENDICULAR TO THE TRAVEL DIRECTIONS OF 2.0%. AT MID-BLOCK CROSSINGS, CROSS SLOPE OF LANDING MAY EXCEED 2.0% TO MATCH ROADWAY GRADE. MINIMUM 4 FEET BY 4 FEET.
 - FLARE (10:1 MAX.):** REQUIRED IF RAMP IS CONTIGUOUS WITH SIDEWALK.



7 PARKING LOT TYP. SECTION(S)
NTS *Sidewalk to slope away along north end



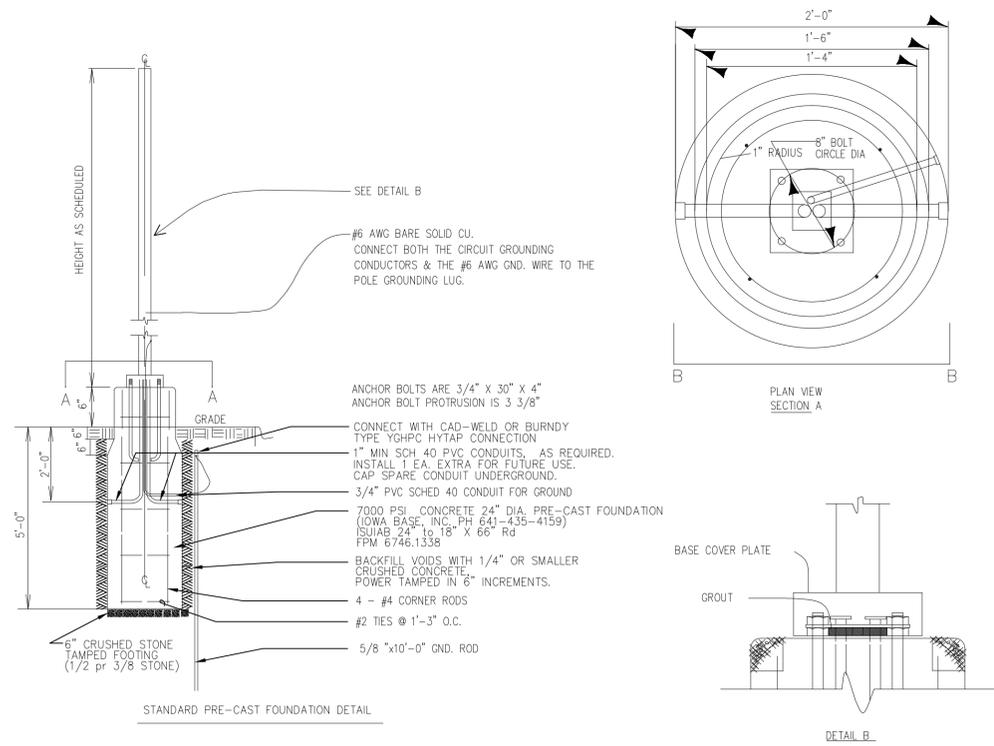
REINFORCING BAR LIST

Mark	Size	Location	Shape	Length	Count	Spacing
4w1	4	Walls	---	Wall Height minus 4"	14	12"
4w2	4	Long Walls	---	3'-2"	Varies	12"
4w3	4	Short Walls	---	2'-2"	Varies	12"
4b1	4	Base	---	4'-2"	4	10"
4b2	4	Base	---	3'-2"	5	10"

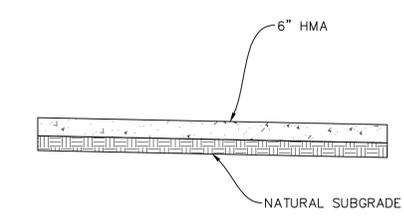
MAXIMUM PIPE DIAMETERS

Pipe Location	Precast Structure	Cast-in-Place Structure
Short Wall	15"	18"
Long Wall	24"	30"

8 SW-501 SINGLE GRATE INTAKE
NTS



9 PRE-CAST POLE BASE
NTS



10 SIDEWALK TYP. SECTION
NTS

PROJECT NO.:
15015.00

PROJECT:
WEST BRANCH HIGH SCHOOL PHASE 2 PARKING AND SITE IMPROVEMENTS

WWW.HBKENGINEERING.COM

ENGINEER:
hbk ENGINEERING
HBK ENGINEERING, LLC
809 S. GILBERT ST.
IOWA CITY, IA 52240
PHONE: (319) 338-7557
FAX: (319) 358-2937
STATE OF IOWA
DEPARTMENT OF PROFESSIONAL LICENSE NO. 00527328

OWNER/DEVELOPER:
WEST BRANCH COMMUNITY SCHOOLS
WEST BRANCH COMMUNITY SCHOOL DISTRICT
148 N. OLIPHANT ST.
WEST BRANCH, IA 52358

ARCHITECT:
STRUXTURE ARCHITECTS

TITLE:
DETAILS

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DRAWN BY: LBB	CHECKED BY: BAB	APPROVED BY: BAB
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PROJECT NUMBER: 15015.00
FILE NAME: 150221
DATE DRAWN: 04/16/2015
SCALE: NTS

SHEET: **3 OF: 10**



PROJECT NO:
15015.00

PROJECT:
**WEST BRANCH
HIGH SCHOOL
PHASE 2
PARKING AND SITE
IMPROVEMENTS**

WWW.HBKENGINEERING.COM

ENGINEER:
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STATE OF IOWA,
DEPARTMENT OF PROFESSIONAL
LICENSE NO.
00527328

OWNER/DEVELOPER:

**WEST BRANCH
COMMUNITY SCHOOLS**
WEST BRANCH
COMMUNITY SCHOOL DISTRICT
148 N. OLIPHANT ST.
WEST BRANCH, IA 52358

ARCHITECT:

**STRUXTURE
ARCHITECTS**

TITLE:
EXISTING SITE LAYOUT

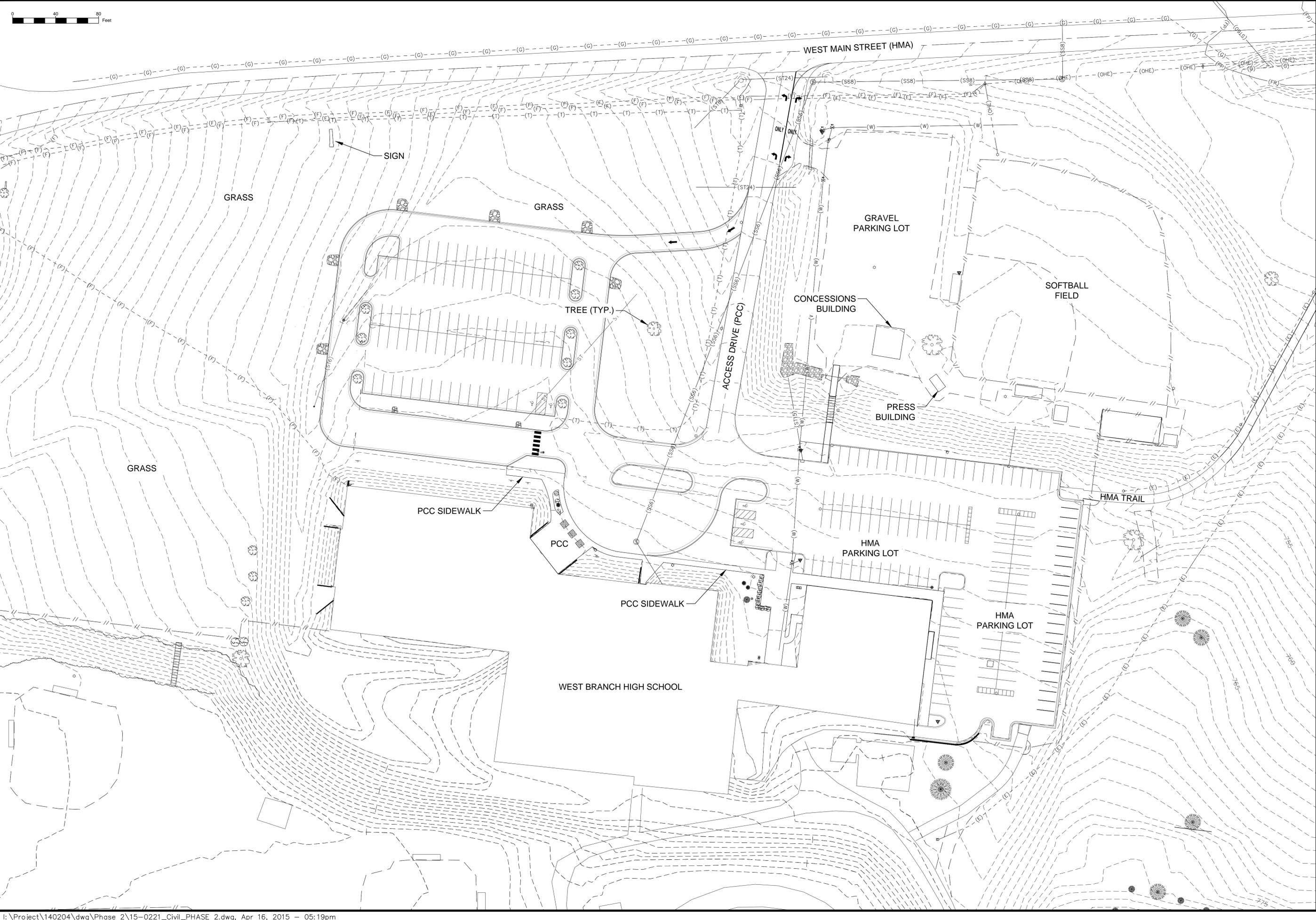
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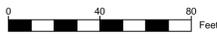
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LBB	BAB	BAB

PROJECT NUMBER:	15015.00
FILE NAME:	150221
DATE DRAWN:	04/16/2015
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SHEET: **4 OF 10**





PROJECT NO:
15015.00

PROJECT:
**WEST BRANCH
HIGH SCHOOL
PHASE 2
PARKING AND SITE
IMPROVEMENTS**

WWW.HBKENGINEERING.COM

ENGINEER:
**hbk
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IOWA CITY, IA 52240
PHONE: (319) 338-7557
FAX: (319) 338-2937
STATE OF IOWA,
DEPARTMENT OF PROFESSIONAL
LICENSE NO.
00527328

OWNER/DEVELOPER:

**WEST BRANCH
COMMUNITY SCHOOLS**
WEST BRANCH
COMMUNITY SCHOOL DISTRICT
148 N. OLIPHANT ST.
WEST BRANCH, IA 52358

ARCHITECT:
**STRUXTURE
ARCHITECTS**

TITLE:
SITE DEMO / REMOVALS

REVISIONS

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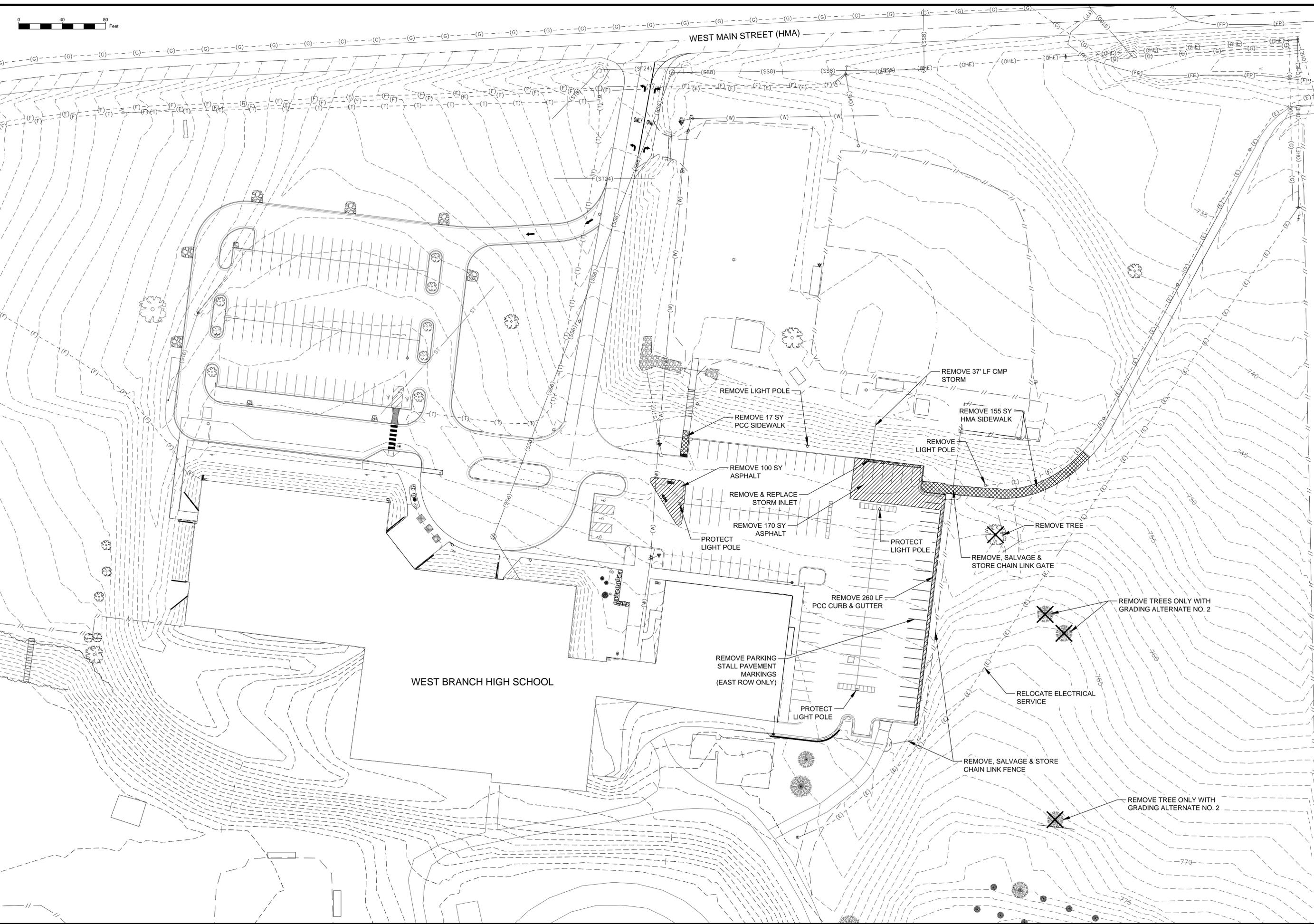
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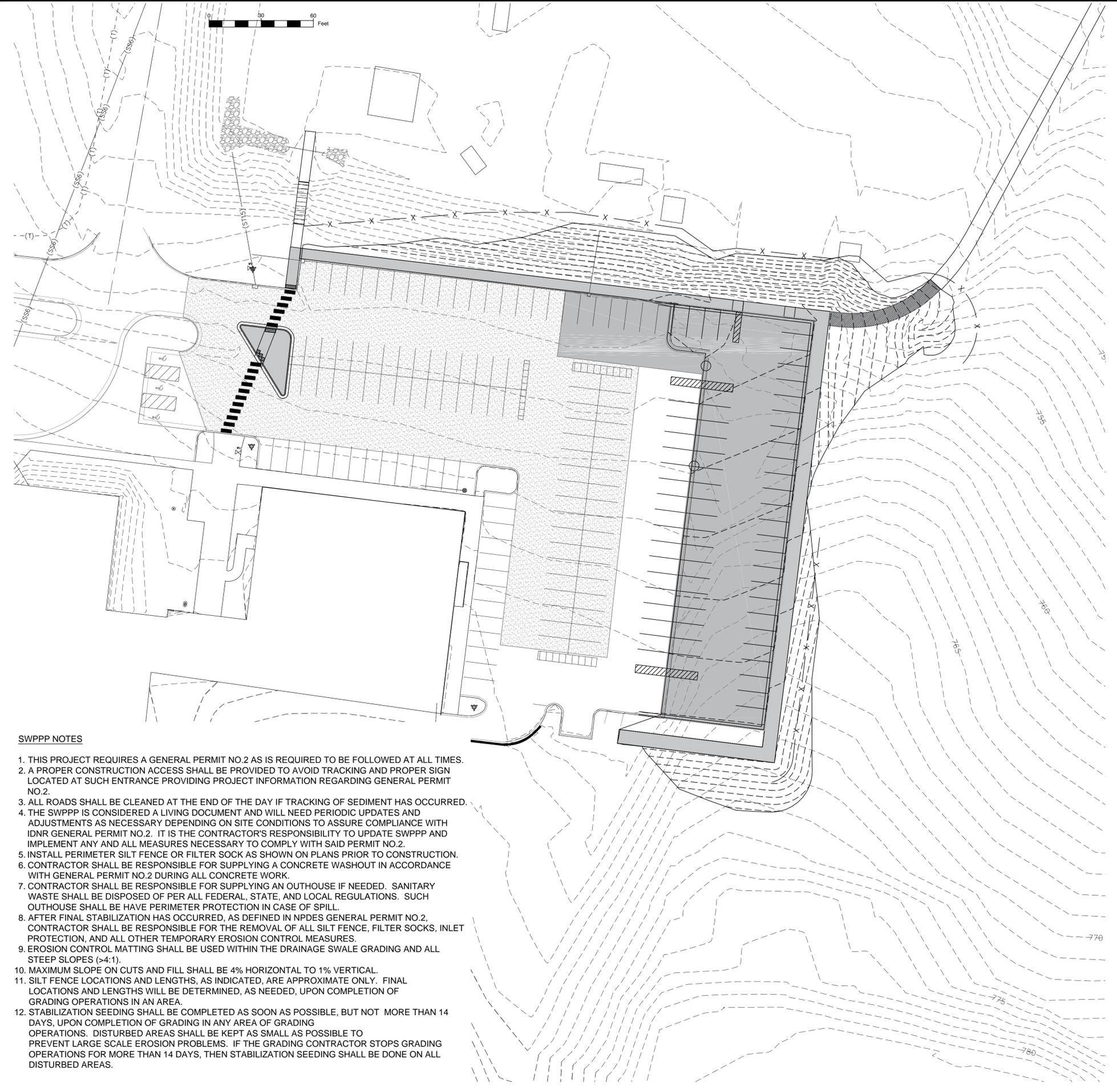
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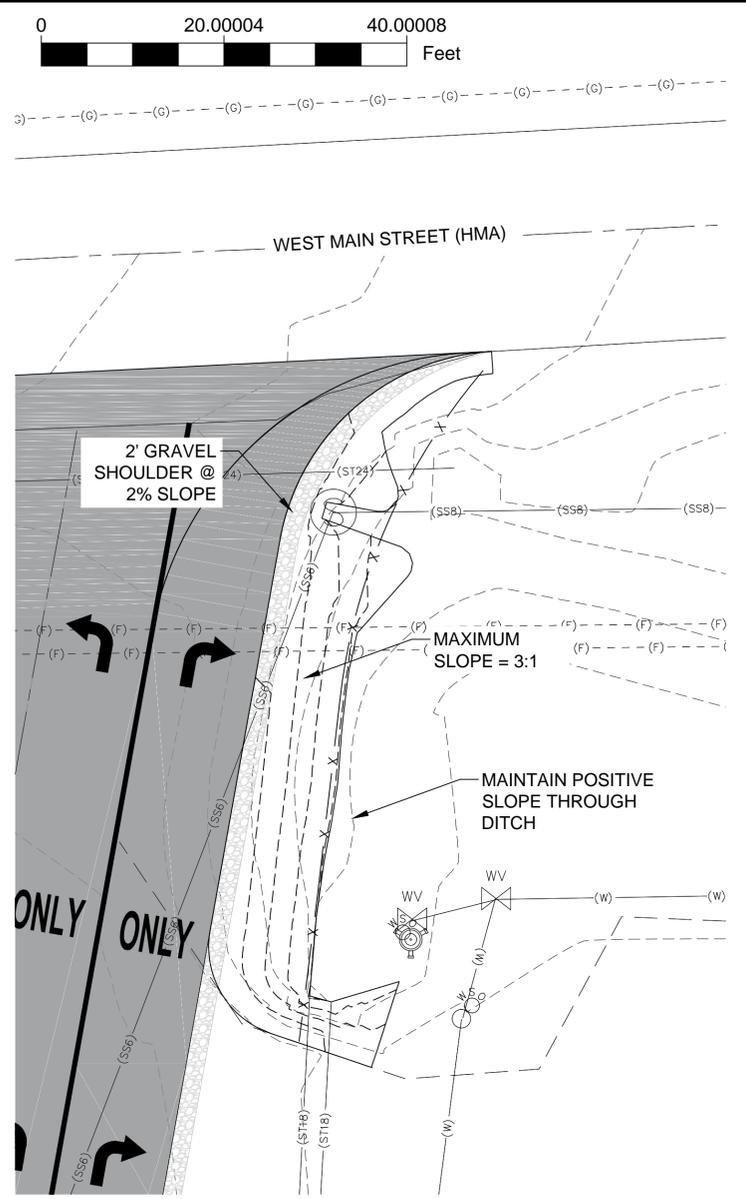
SHEET: **5 OF: 10**





SWPPP NOTES

1. THIS PROJECT REQUIRES A GENERAL PERMIT NO.2 AS IS REQUIRED TO BE FOLLOWED AT ALL TIMES.
2. A PROPER CONSTRUCTION ACCESS SHALL BE PROVIDED TO AVOID TRACKING AND PROPER SIGN LOCATED AT SUCH ENTRANCE PROVIDING PROJECT INFORMATION REGARDING GENERAL PERMIT NO.2.
3. ALL ROADS SHALL BE CLEANED AT THE END OF THE DAY IF TRACKING OF SEDIMENT HAS OCCURRED.
4. THE SWPPP IS CONSIDERED A LIVING DOCUMENT AND WILL NEED PERIODIC UPDATES AND ADJUSTMENTS AS NECESSARY DEPENDING ON SITE CONDITIONS TO ASSURE COMPLIANCE WITH IDNR GENERAL PERMIT NO.2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UPDATE SWPPP AND IMPLEMENT ANY AND ALL MEASURES NECESSARY TO COMPLY WITH SAID PERMIT NO.2.
5. INSTALL PERIMETER SILT FENCE OR FILTER SOCK AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHOUT IN ACCORDANCE WITH GENERAL PERMIT NO.2 DURING ALL CONCRETE WORK.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING AN OUTHOUSE IF NEEDED. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE, AND LOCAL REGULATIONS. SUCH OUTHOUSE SHALL BE HAVE PERIMETER PROTECTION IN CASE OF SPILL.
8. AFTER FINAL STABILIZATION HAS OCCURRED, AS DEFINED IN NPDES GENERAL PERMIT NO.2, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL SILT FENCE, FILTER SOCKS, INLET PROTECTION, AND ALL OTHER TEMPORARY EROSION CONTROL MEASURES.
9. EROSION CONTROL MATTING SHALL BE USED WITHIN THE DRAINAGE SWALE GRADING AND ALL STEEP SLOPES (>4:1).
10. MAXIMUM SLOPE ON CUTS AND FILL SHALL BE 4% HORIZONTAL TO 1% VERTICAL.
11. SILT FENCE LOCATIONS AND LENGTHS, AS INDICATED, ARE APPROXIMATE ONLY. FINAL LOCATIONS AND LENGTHS WILL BE DETERMINED, AS NEEDED, UPON COMPLETION OF GRADING OPERATIONS IN AN AREA.
12. STABILIZATION SEEDING SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NOT MORE THAN 14 DAYS, UPON COMPLETION OF GRADING IN ANY AREA OF GRADING OPERATIONS. DISTURBED AREAS SHALL BE KEPT AS SMALL AS POSSIBLE TO PREVENT LARGE SCALE EROSION PROBLEMS. IF THE GRADING CONTRACTOR STOPS GRADING OPERATIONS FOR MORE THAN 14 DAYS, THEN STABILIZATION SEEDING SHALL BE DONE ON ALL DISTURBED AREAS.



GRADING NOTES

1. REGRADE AND ESTABLISH CENTERLINE OF DRAINAGE DITCH TO NORTH AND EAST.
2. FILL, GRADE, AND STABILIZE ALL ERODED AREAS WITHIN DITCH LINE.
3. MAT ALL SLOPES WITHIN.
4. PROTECT EXISTING SANITARY SEWER MANHOLE.



PROJECT NO.:
15015.00

PROJECT:
**WEST BRANCH
HIGH SCHOOL
PHASE 2
PARKING AND SITE
IMPROVEMENTS**

WWW.HBKENGINEERING.COM

ENGINEER:
**hbk
ENGINEERING**
HBK ENGINEERING, LLC
509 S. GILBERT ST.
IOWA CITY, IA 52240
PHONE: (319) 338-7557
FAX: (319) 338-2937
STATE OF IOWA,
DEPARTMENT OF PROFESSIONAL
LICENSE NO. 00527328

OWNER/DEVELOPER:

**WEST BRANCH
COMMUNITY SCHOOLS**
WEST BRANCH
COMMUNITY SCHOOL DISTRICT
148 N. OLIPHANT ST.
WEST BRANCH, IA 52358

ARCHITECT:

**STRUXTURE
ARCHITECTS**

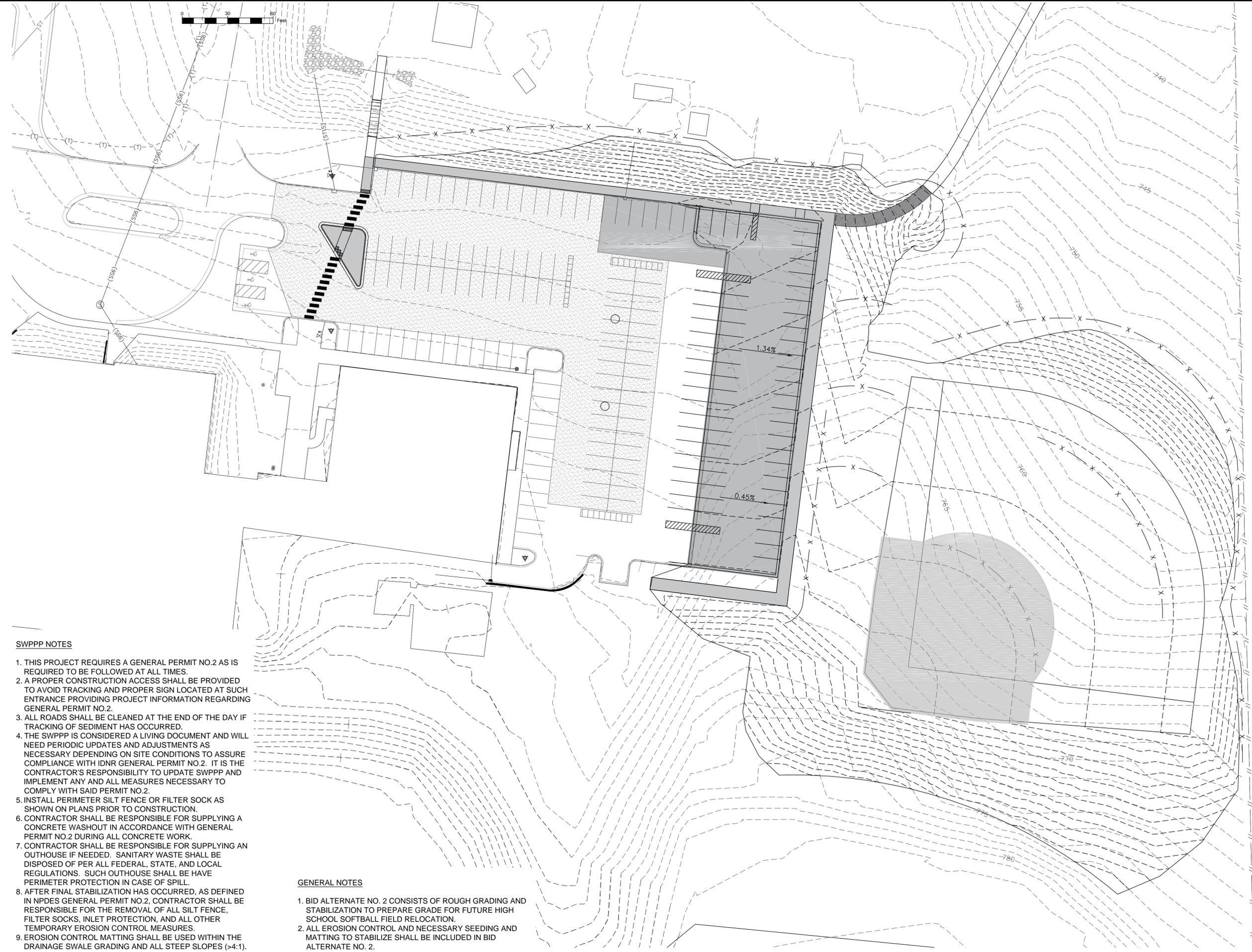
TITLE:
**BASE BID
OVERALL GRADING &
EROSION CONTROL PLAN**

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PROJECT NUMBER:	15015.00
FILE NAME:	150221
DATE DRAWN:	04/16/2015
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SWPPP NOTES

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9. EROSION CONTROL MATTING SHALL BE USED WITHIN THE DRAINAGE SWALE GRADING AND ALL STEEP SLOPES (>4:1).

GENERAL NOTES

1. BID ALTERNATE NO. 2 CONSISTS OF ROUGH GRADING AND STABILIZATION TO PREPARE GRADE FOR FUTURE HIGH SCHOOL SOFTBALL FIELD RELOCATION.
2. ALL EROSION CONTROL AND NECESSARY SEEDING AND MATTING TO STABILIZE SHALL BE INCLUDED IN BID ALTERNATE NO. 2.



PROJECT NO:
15015.00

PROJECT:
**WEST BRANCH
HIGH SCHOOL
PHASE 2
PARKING AND SITE
IMPROVEMENTS**

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DEPARTMENT OF PROFESSIONAL
LICENSE NO.
00527328

OWNER/DEVELOPER:

**WEST BRANCH
COMMUNITY SCHOOLS**
WEST BRANCH
COMMUNITY SCHOOL DISTRICT
148 N. OLIPHANT ST.
WEST BRANCH, IA 52358

ARCHITECT:
**STRUXTURE
ARCHITECTS**

TITLE:
**ALTERNATE NO. 2
GRADING & EROSION
CONTROL PLAN**

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PROJECT NUMBER:	15015.00
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PROJECT NO:
15015.00

PROJECT:
**WEST BRANCH
HIGH SCHOOL
PHASE 2
PARKING AND SITE
IMPROVEMENTS**

WWW.HBKENGINEERING.COM

ENGINEER:



HBK ENGINEERING, LLC
509 S. GILBERT ST.
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PHONE: (319) 338-7557
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STATE OF IOWA,
DEPARTMENT OF PROFESSIONAL
LICENSE NO. 00527328

OWNER/DEVELOPER:



WEST BRANCH
COMMUNITY SCHOOL DISTRICT
148 N. OLIPHANT ST
WEST BRANCH, IA 52358

ARCHITECT:



TITLE:

**PARKING LOT
PAVING PLAN**

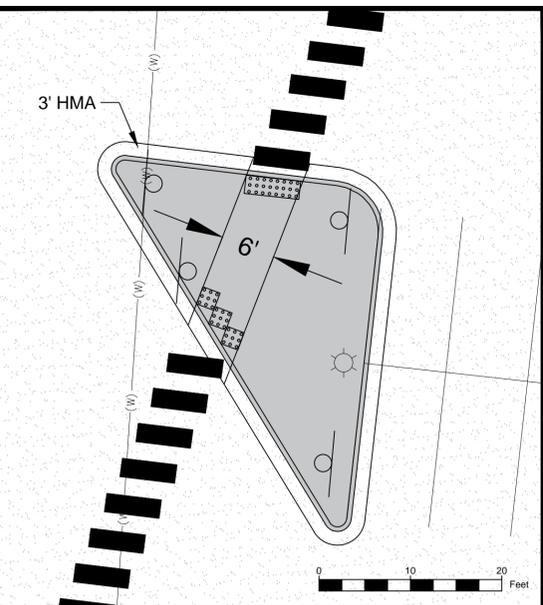
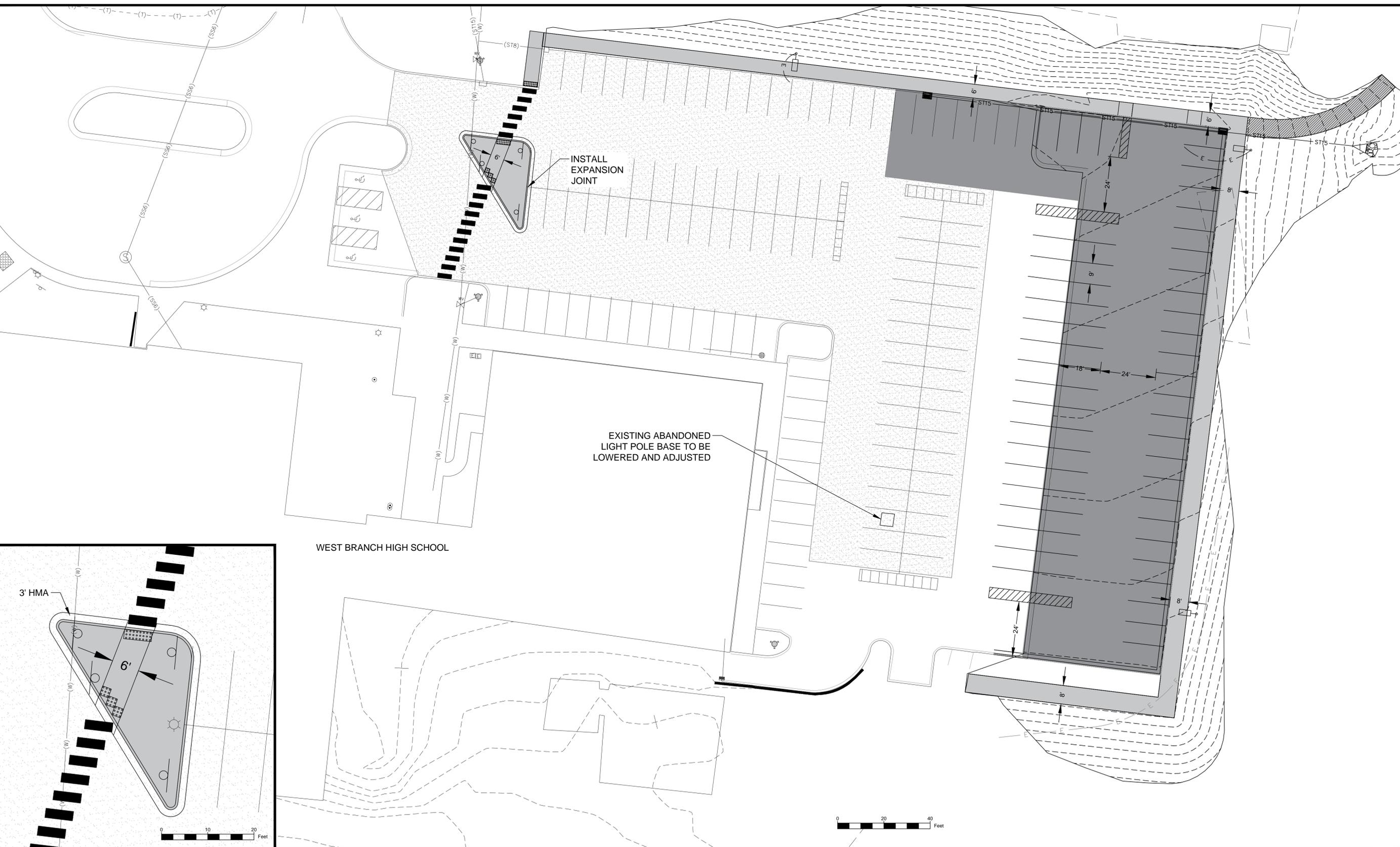
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SHEET: **8 OF 10**



PAVING LEGEND

- 6" PCC
- 5" PCC
- 3" HMA MILL AND PLACE
- 6" HMA TRAIL

BASE BID

INSTALL 6" FULL DEPTH PCC.

BID ALTERNATES

- ALT. #1 - MILL 3" EXISTING HMA AND PLACE 3"HMA NEW
- ALT. #3 - PLACE 7" FULL DEPTH HMA IN LIEU OF 6" PCC
- ALT. #4 - INSTALL 5" PCC WITH 3" HMA OVERLAY IN LIEU OF 6" PCC

PAVING NOTES:

1. 3" HMA SHALL CONSIST OF 1.5" BASE COAT AND 1.5" SURFACE COAT (TWO LIFTS).
2. ALL CURB TO BE 6" STANDARD PCC.
3. 2.5' PCC CURB AND GUTTER TO BE EXPOSED ON ALL BID ALTERNATES.



PROJECT NO:
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PROJECT:
**WEST BRANCH
HIGH SCHOOL
PHASE 2
PARKING AND SITE
IMPROVEMENTS**

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ENGINEER:



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STATE OF IOWA
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LICENSE NO. 00527328

OWNER/DEVELOPER:



WEST BRANCH
COMMUNITY SCHOOL DISTRICT
148 N. OLIPHANT ST.
WEST BRANCH, IA 52358

ARCHITECT:



TITLE:
**STORMWATER
MANAGEMENT**

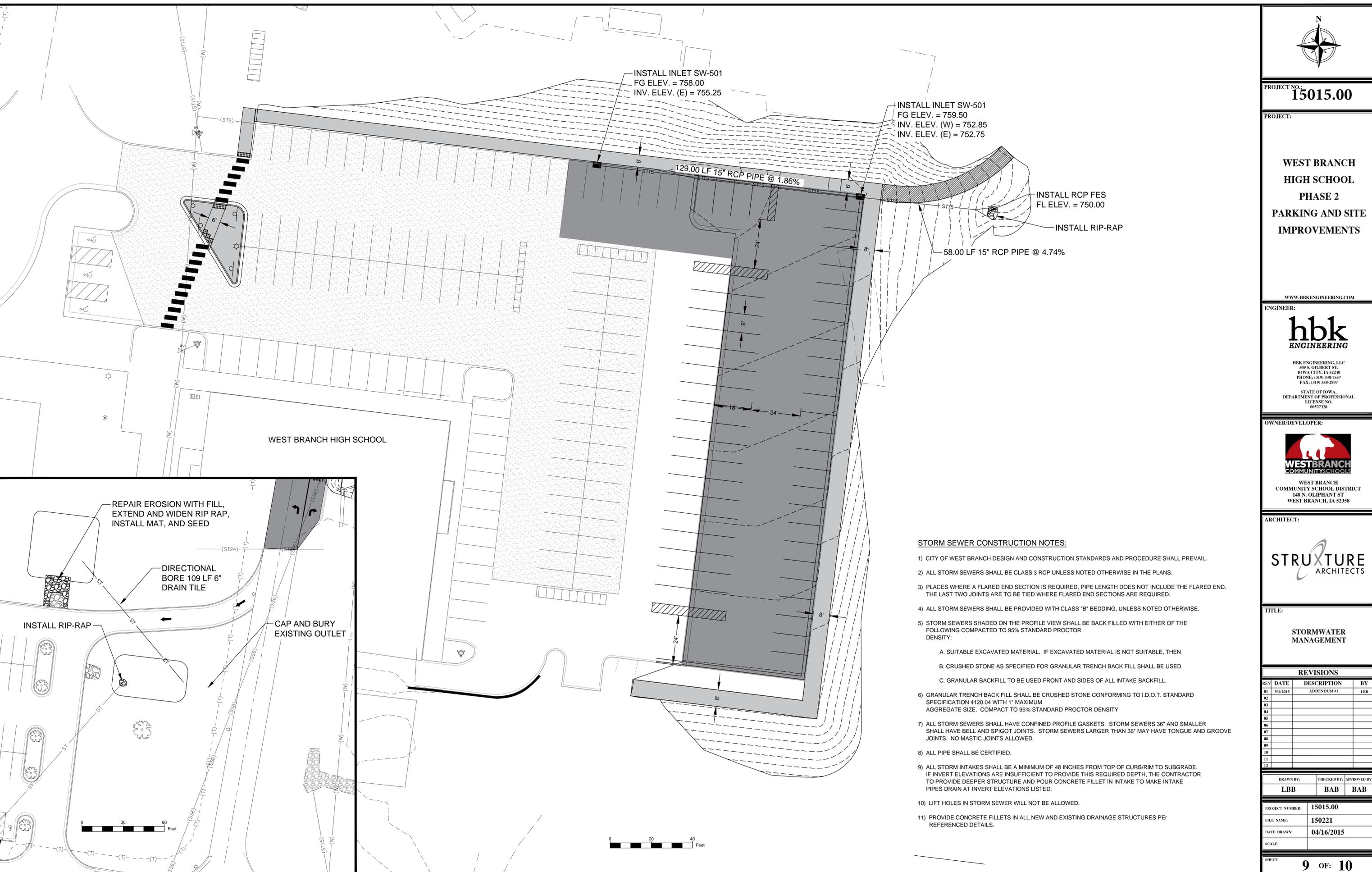
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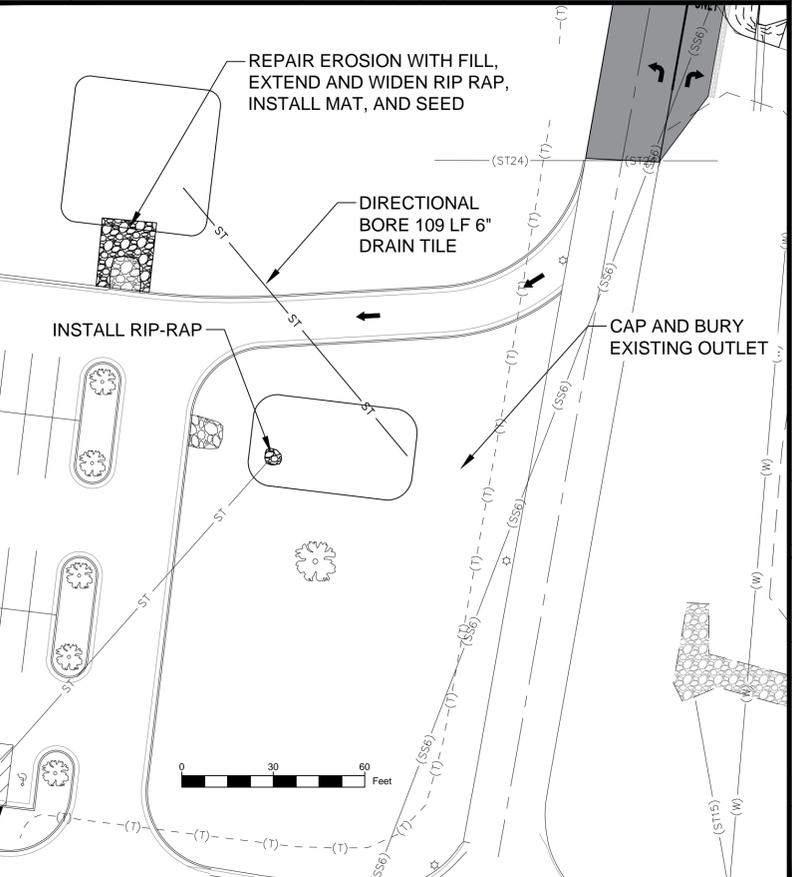
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DATE DRAWN:	04/16/2015
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- STORM SEWER CONSTRUCTION NOTES:**
- 1) CITY OF WEST BRANCH DESIGN AND CONSTRUCTION STANDARDS AND PROCEDURE SHALL PREVAIL.
 - 2) ALL STORM SEWERS SHALL BE CLASS 3 RCP UNLESS NOTED OTHERWISE IN THE PLANS.
 - 3) PLACES WHERE A FLARED END SECTION IS REQUIRED, PIPE LENGTH DOES NOT INCLUDE THE FLARED END. THE LAST TWO JOINTS ARE TO BE TIED WHERE FLARED END SECTIONS ARE REQUIRED.
 - 4) ALL STORM SEWERS SHALL BE PROVIDED WITH CLASS 'B' BEDDING, UNLESS NOTED OTHERWISE.
 - 5) STORM SEWERS SHADED ON THE PROFILE VIEW SHALL BE BACK FILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 95% STANDARD PROCTOR DENSITY:
 - A. SUITABLE EXCAVATED MATERIAL. IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN
 - B. CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACK FILL SHALL BE USED.
 - C. GRANULAR BACKFILL TO BE USED FRONT AND SIDES OF ALL INTAKE BACKFILL.
 - 6) GRANULAR TRENCH BACK FILL SHALL BE CRUSHED STONE CONFORMING TO I.D.O.T. STANDARD SPECIFICATION 4120.04 WITH 1" MAXIMUM AGGREGATE SIZE. COMPACT TO 95% STANDARD PROCTOR DENSITY.
 - 7) ALL STORM SEWERS SHALL HAVE CONFINED PROFILE GASKETS. STORM SEWERS 36" AND SMALLER SHALL HAVE BELL AND SPIGOT JOINTS. STORM SEWERS LARGER THAN 36" MAY HAVE TONGUE AND GROOVE JOINTS. NO MASTIC JOINTS ALLOWED.
 - 8) ALL PIPE SHALL BE CERTIFIED.
 - 9) ALL STORM INTAKES SHALL BE A MINIMUM OF 48 INCHES FROM TOP OF CURB/RIM TO SUBGRADE. IF INVERT ELEVATIONS ARE INSUFFICIENT TO PROVIDE THIS REQUIRED DEPTH, THE CONTRACTOR TO PROVIDE DEEPER STRUCTURE AND POUR CONCRETE FILLET IN INTAKE TO MAKE INTAKE PIPES DRAIN AT INVERT ELEVATIONS LISTED.
 - 10) LIFT HOLES IN STORM SEWER WILL NOT BE ALLOWED.
 - 11) PROVIDE CONCRETE FILLETS IN ALL NEW AND EXISTING DRAINAGE STRUCTURES PER REFERENCED DETAILS.



ELECTRICAL GENERAL NOTES

1. THE ENTIRE PROJECT SHALL COMPLY WITH THE CURRENT ISSUE OF THE NATIONAL ELECTRIC CODE (NEC), INCLUDING AMENDMENTS, AND WITH ALL STATE, LOCAL, AND OTHER CODES AS APPLICABLE. THE CURRENT ISSUE SHALL BE THE ISSUE THAT IS IN EFFECT WHEN THE CONSTRUCTION PERMITS ARE SECURED FOR THE WORK. THE INTERPRETATIONS AND DECISIONS OF THE AUTHORITY HAVING JURISDICTION OF APPLICABLE CODES SHALL GOVERN.
2. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED STATE AND LOCAL PERMITS AND ASSOCIATED FEES.
3. NOTE THAT THE ELECTRICAL DRAWINGS ARE ONLY A PORTION OF THE COMPLETE SET OF PLANS. THE COMPLETE SET OF PLANS SHALL BE USED TO DEFINE THE ELECTRICAL WORK. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, USING THE ARCHITECTURAL PLANS FOR DIMENSIONS AND DETAILS; EQUIPMENT PLANS FOR ROUGH-IN REQUIREMENTS, AND THE MECHANICAL PLANS FOR EQUIPMENT SIZES AND LOCATIONS. COORDINATE ALL WIRING DEVICE LOCATIONS AND ELEVATIONS INDICATED ON PLANS WITH THE OWNER, ARCHITECT AND FINAL FURNITURE/EQUIPMENT LAYOUTS.
4. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, ALL PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
5. RACEWAYS AND BOXES ARE SHOWN DIAGRAMMATICALLY ONLY AND INDICATE THE GENERAL AND APPROXIMATE LOCATION. THE LAYOUT DOES NOT SHOW THE TOTAL NUMBER OF RACEWAYS OR BOXES FOR THE CIRCUITS REQUIRED, NOR ARE THE LOCATIONS OF INDICATED RUNS INTENDED TO SHOW THE ACTUAL ROUTING OF THE RACEWAYS.
6. ALL CONDUCTOR SIZES ARE BASED ON COPPER UNLESS OTHERWISE NOTED.

ELECTRICAL SYMBOLS

-  POLE MOUNTED FIXTURE
-  CONDUIT CONCEALED IN CEILING OR WALL CONSTRUCTION
-  CONDUIT CONCEALED IN FLOOR CONSTRUCTION OR UNDERGROUND
-  NOTE REFERENCE

ELECTRICAL ABBREVIATIONS

- EC ELECTRICAL CONTRACTOR
- ER NEW LOCATION OF EXISTING ITEM

GENERAL NOTE:

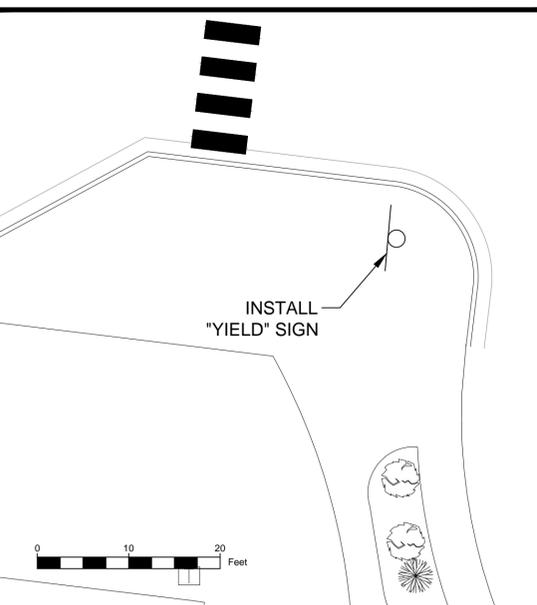
1. REMOVE EXISTING LIGHT POLES AS INDICATED ON CIVIL DEMOLITION PLAN.

KEYED NOTES:

- ① EXTEND AND CONNECT TO EXISTING PARKING LOT LIGHTING CIRCUIT FROM PREVIOUS LOCATION. PROVIDE IN-GRADE HAND HOLE WHERE REQUIRED FOR CIRCUIT EXTENSION. NEW WIRE SHALL BE #8 IN 3/4" CONDUIT.
- ② REFER TO DETAIL 1 FOR POLE BASE DETAIL.
- ③ SET POLE +3'-0" FROM CURB.

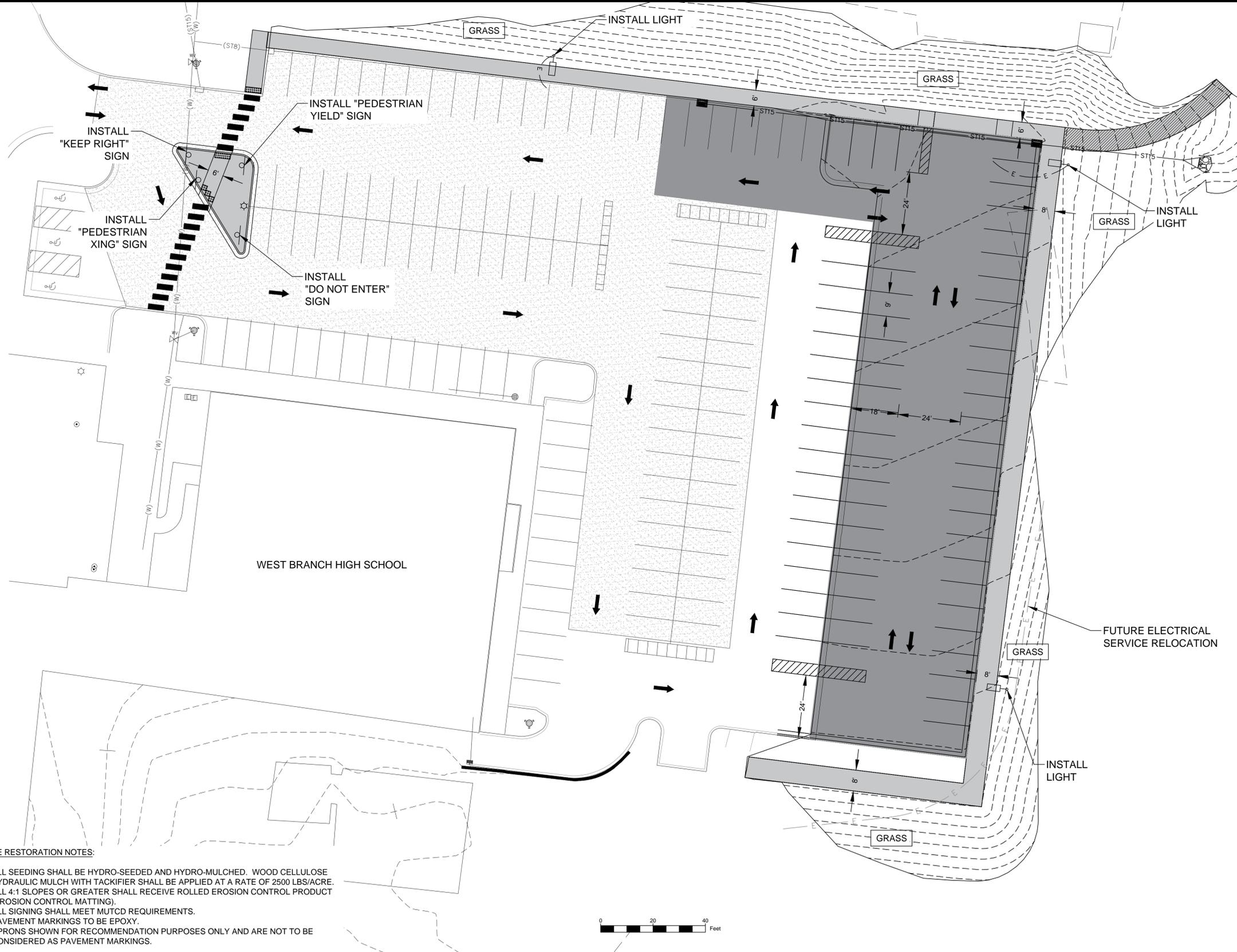
SITE RESTORATION NOTES:

1. ALL SEEDING SHALL BE HYDRO-SEEDING AND HYDRO-MULCHED. WOOD CELLULOSE HYDRAULIC MULCH WITH TACKIFIER SHALL BE APPLIED AT A RATE OF 2500 LBS/ACRE.
2. ALL 4:1 SLOPES OR GREATER SHALL RECEIVE ROLLED EROSION CONTROL PRODUCT (EROSION CONTROL MATTING).
3. ALL SIGNING SHALL MEET MUTCD REQUIREMENTS.
4. PAVEMENT MARKINGS TO BE EPOXY.
5. APRONS SHOWN FOR RECOMMENDATION PURPOSES ONLY AND ARE NOT TO BE CONSIDERED AS PAVEMENT MARKINGS.



0 10 20 Feet

0 20 40 Feet



PROJECT NO:
15015.00

PROJECT:
**WEST BRANCH
HIGH SCHOOL
PHASE 2
PARKING AND SITE
IMPROVEMENTS**

WWW.HBKENGINEERING.COM

ENGINEER:
**hbk
ENGINEERING**
HBK ENGINEERING, LLC
509 S. GILBERT ST.
IOWA CITY, IA 52240
PHONE: (319) 338-7557
FAX: (319) 358-2937
STATE OF IOWA
DEPARTMENT OF PROFESSIONAL
LICENSE NO. 00527328

OWNER/DEVELOPER:

WEST BRANCH
COMMUNITY SCHOOL DISTRICT
148 N. OLIPHANT ST
WEST BRANCH, IA 52358

ARCHITECT:
**STRUCTURE
ARCHITECTS**

TITLE:
SITE RESTORATION

REVISIONS

REV	DATE	DESCRIPTION	BY
01	5/1/2015	ADDENDUM #1	LBB
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			

DRAWN BY: LBB
CHECKED BY: BAB
APPROVED BY: BAB

PROJECT NUMBER: **15015.00**
FILE NAME: **150221**
DATE DRAWN: **04/16/2015**
SCALE:

SHEET: **10 OF 10**

LUMINAIRE SCHEDULE

TYPE	MANUFACTURER	MODEL NUMBER	DESCRIPTION	DIMENSIONS	LAMP		BALLAST	FIXTURE LOAD	FIXTURE VOLTS	APPROVED EQUALS
					TYPE	QUANTITY				
F1	LEOTEK	AR13-10M-MV-NW-5-BK-530-PCR	ARIETA GENERAL AREA LUMINAIRE. 10 LEDS DRIVEN AT 530mA AT 4,000K CCT. MINIMUM DELIVERED LUMENS OF 7,300. MINIMUM 70 CRI. DIE CAST ALUMINUM HOUSING WITH UNIVERSAL MOUNTING DESIGN. PROVIDE WITH PHOTO CONTROL. MOUNT AT +30' TO STANDARD 5" SQUARE STEEL POLE. MOUNT POLE TO PRECAST CONCRETE BASE.	13" X 25.5"	LED	10 LEDS	LED DRIVER 530mA AT 4,000K CCT	65	120 / 277	CREE EDGE SERIES, LITHONIA D SERIES OR AS APPROVED BY ENGINEER

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ALL MISCELLANEOUS HARDWARE NECESSARY TO INSTALL AND SUPPORT THE LUMINAIRES.

MINUTES FOR HEARING ON A
GENERAL OBLIGATION LOAN
AGREEMENT

439235-8

West Branch, Iowa

June 1, 2015

The City Council of the City of West Branch, Iowa, met on June 1, 2015, at 7:00 o'clock p.m., at the City Hall Council Chambers, West Branch, Iowa. The Mayor Pro Tem presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Loan Agreement in a principal amount not to exceed \$900,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor Pro Tem called for any written or oral objections, and there being none, the Mayor Pro Tem closed the public hearing.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor Pro Tem put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor Pro Tem declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. 1345

Resolution taking additional action with respect to a General Obligation Corporate Purpose Loan Agreement

WHEREAS, the City of West Branch (the “City”), in Cedar County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$900,000 for the purpose of paying the costs, to that extent, of constructing street repairs and improvements and incidental water system, sanitary sewer system, sidewalk, storm water drainage, lighting and signalization improvements, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on June 1, 2015;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Branch, Iowa, as follows:

Section 1. The City Council hereby determines to enter into a Loan Agreement in the future and orders that General Obligation Corporate Purpose Bonds (the “Bonds”) be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. Further action on the Loan Agreement and the Bonds is hereby adjourned to the City Council meeting on June 22, 2015. The City Clerk is hereby authorized to work with Speer Financial, as financial advisor to the City to prepare a preliminary official statement for the marketing of the Bonds, subject to review and approval by the City Council.

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 1, 2015.

Mayor Pro Tem

Attest:

City Clerk

•••••

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor Pro Tem

Attest:

City Clerk

STATE OF IOWA
COUNTY OF CEDAR
CITY OF WEST BRANCH

SS:

I, the undersigned, City Clerk of the City of West Branch, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the public hearing on the City Council's intention of entering into a Loan Agreement in the future.

WITNESS MY HAND this _____ day of _____, 2015.

City Clerk

May 27, 2015

Via Email

Matt Muckler
City Administrator/City Hall
West Branch, Iowa

Re: General Obligation Corporate Purpose Loan Agreement
Our File No. 439235-8

Dear Matt:

We have prepared and attach proceedings related to the action to be taken on the City's General Obligation Loan Agreement at the June 1st City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Loan Agreement. This resolution simply sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the statute.
2. Certificate attesting transcript.

On June 1st the City Council should meet as scheduled, hold the hearing on its intention to enter into the Loan Agreement and adopt the attached resolution. The minutes as drafted assume that no objections will be filed or made.

As soon as these proceedings are completed, please return one fully executed copy of all of the completed pages in these proceedings.

If you have any questions, please contact me.

Best regards,

John P. Danos

Attachments

cc: Maggie Burger

RESOLUTION NO. 1307

RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN TRASH REMOVAL AND RECYCLING AGREEMENT WITH JOHNSON COUNTY REFUSE, INC.

WHEREAS, the City of West Branch previously entered into an agreement with Johnson County Refuse to provide its residents with trash removal and recycling services; and

WHEREAS, the City Council believes that Johnson County Refuse is providing excellent, affordable services for its citizens, and therefore, desires to amend the current agreement; and

WHEREAS, the City Attorney has drafted an amendment which requires approval by the City Council.

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

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk

AMENDMENT TO THAT CERTAIN TRASH REMOVAL AND RECYCLING
AGREEMENT BY AND BETWEEN THE CITY OF WEST BRANCH, IOWA AND
JOHNSON COUNTY REFUSE, INC.

REFERENCE IS HEREBY MADE to that certain Trash Removal and Recycling Agreement (the "Agreement") dated as of the 1st day of May, 2010, by and between the City of West Branch, Iowa (the "City") and Johnson County Refuse, Inc. (the "Contractor").

THE AGREEMENT IS HEREBY AMENDED as follows:

1. That paragraph 2 is hereby amended to reflect the start date of this Amendment being July 1, 2015 and hereby terminating June 30, 2020.

2. That the agreement is hereby amended by adding and incorporating these additional terms:

a. That the Contractor will provide a semi-annual "Clean-Up Day" to be held on the 1st Saturday of May and 1st Saturday of November from 7 am to 11 am in the Water Street Parking Lot. Contractor will invoice the City for the tipping fees for these "Clean-Up Days."

b. That the Contractor will make recycling services available to commercial businesses and multi-family residential buildings that are not offered said service pursuant to the West Branch City Code. Any fees/rates to be charged will be negotiated directly with the commercial entity desiring the service.

3. IN ALL OTHER ASPECTS NO MODIFIED ABOVE, THE AGREEMENT REMAINS IN FULL FORCE AND EFFECT.

Dated this ____ day of _____, 2015.

JOHNSON COUNTY REFUSE, INC.

CITY OF WEST BRANCH

By: _____

Colton Miller, Mayor Pro Tem

Its: _____

ATTEST:

Matt Muckler, City Administrator/Clerk

TRASH REMOVAL AND RECYCLING AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2010 (hereinafter referred to as "agreement") between JOHNSON COUNTY REFUSE, INC. of Oxford, Johnson County, Iowa (hereinafter referred to as "Contractor"), and City of West Branch, Iowa (hereinafter referred to as "City") agree as follows:

1. The City hereby agrees that the contractor will be the authorized collector of garbage, rubbish, and recyclables within the City limits for residential service and commercial currently being serviced.
2. This agreement voids all other previous agreements between the two parties and shall commence May 1, 2010, and terminate June 30, 2015. Contractor and City shall have an annual meeting to discuss the progress of the program and any alternatives and/or modifications.
3. The recyclables are to be picked up as per the current recycling guidelines established by City and Contractor.
4. The City agrees to pay the Contractor Four and 75/100 dollars (\$4.75) per month per residential dwelling unit base rate for the first year of the contract and agrees to discuss increases in price based on the increase of the cost doing business (based on the City Council's approval). For each residential dwelling currently being billed by the City: said number of water meters shall be determined by the City Clerk. Payment by the City shall be made on the 1st day of the next month service is performed. An adjustment shall be made by the City where more than one family is being served through one meter, by paying to the contractor the rate specified above per month per family. The rates for residential trash under the sticker system shall be as follows and shall be the revenue of the contractor to cover expenses related to disposal:
 - One and 25/100 dollars (\$1.25) per 20 gallon trash bag
 - Anything 21-35 gallons requires 2 one and 25/100 dollar (\$1.25) stickersThe rates for individual sticker price may also be adjusted annually to cover additional costs related to trash pickup and using the same cost of living factor as previously stated. Increases at Cedar County Disposal Facility will subject these rates to change upon 30 days notice to cover the additional fees (based on City Council approval).
5. The Contractor agrees to pick up and collect all garbage and trash which is bagged or placed in not to exceed 35 gallon aluminum or plastic garbage cans or bags and placed on parking next to the curb with proper sticker on such collection days as Contractor shall establish. Said pickup shall be at least once per week for each residential building during existence of this contract unless prevented by fire, flood, strikes, riots, acts of God, or circumstances beyond his control.
6. The contractor will not be responsible for large household appliances and furnishings. Appliances, furniture, volume trash, materials from household construction or renovation, and/or volume trash from people moving in or out of a dwelling will be billed extra before pickup at the dwelling.
7. Contractor shall carry insurance in a sufficient amount to cover any and all liability which he may incur in the performance of said services, and hold the City harmless for any damage.
8. This agreement may be altered, modified, changed or voided by the written agreement executed by and between the parties hereto and not otherwise. This agreement shall be binding upon the parties and all heirs, successors and legal representatives of the parties hereto. In the event Johnson County Refuse, Inc. servicing West Branch is sold, the City of West Branch shall have the right to void this contract if they do not wish to accept the successor or assignee.
9. Said Contractor shall perform all services in conformity with all laws of the State of Iowa, Cedar County and the City of West Branch, Iowa, as they pertain to such services and reserves the right to file charges for violations of such.
10. For non-compliance with the terms of this contract the City or Contractor shall have the right to give 30-day written notice of the intent to terminate the contract.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date first written above.

Johnson County Refuse, Inc.

Mayor of West Branch

City Clerk

RESOLUTION NO. 1324

RESOLUTION APPROVING A PURCHASE WITH RECYCLE AWAY SYSTEMS AND SOLUTIONS IN THE AMOUNT OF \$532.92 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year for the provision of solid waste and recycling collection during the event; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for the purchase of special event recycling bins; and

WHEREAS, Recycle Away Systems and Solutions has provided a quote to provide eight special event recycling bins and 100 clear bags in the amount of \$532.92; and

WHEREAS, it is now necessary to approve said purchase.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned purchase with Recycle Away Systems and Solutions is hereby approved.

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk



[Submit A P.O.](#) [Get a Quote](#) [View Cart](#)

Your one place for recycling bins. We make buying easy — Selection. Price. Experience.

SEARCH

[Need advice? Call us!](#) [Go to checkout](#)

ITEMS	QTY	PRICE	TOTAL
 Lid Options: Bottles & Cans Lid Recycle X Lid Color: Blue Sticker Options: Cans and Bottles Bag Options: No bags	7	\$60.99	\$426.93
	 		
 Lid Options: Bottles & Cans Lid Recycle X Lid Color: Blue Sticker Options: Cans and Bottles Bag Options: 100 40 gall. bags CLEAR - \$45.00	1	\$105.99	\$105.99
	 		

Order Total

Subtotal \$532.92

TOTAL **\$532.92**

[Go to checkout](#)



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800.664.5340 - Fax: 888.506.0210

45 Flat Street, Brattleboro, VT 05301



RESOLUTION NO. 1325

RESOLUTION APPROVING A DONATION FOR THE IOWA MILITARY VETERANS BAND IN THE AMOUNT OF \$1,000.00 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee strives every year to provide quality entertainment on the Hoover Stage during the Hoover's Hometown Days Celebration; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for entertainment; and

WHEREAS, the Iowa Military Veterans Band is composed of over 100 Iowa men and women — all military veterans from WWII up to the current War on Terror; and

WHEREAS, the band's mission is to support Iowa military veterans, their organizations, the state of Iowa and to honor national holidays; and

WHEREAS, the band promotes great American composers such as John Philip Sousa, Karl King, Meredith Willson, George M. Cohan and Irving Berlin; and

WHEREAS, the Iowa Military Veterans Band is a 501(c) 3 charitable organization and is dependent on the generosity of Iowa businesses and patriotic individuals to operate;

WHEREAS, the Iowa Military Veterans Band plays only a limited number of dates each year and rely on donations to cover the costs of travel and other costs associated with the organization.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that a donation of \$1,000 to the Iowa Military Veterans Band is hereby approved.

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1328

RESOLUTION APPROVING A PURCHASE WITH RIBBONS GALORE FOR PARADE RIBBONS IN THE AMOUNT OF \$70.25 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year for the Mayor's Parade and ribbons for participants; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for the purchase of parade ribbons; and

WHEREAS, Ribbons Galore has provided a quote to provide 100 participant ribbons in the amount of \$70.25; and

WHEREAS, it is now necessary to approve said purchase.

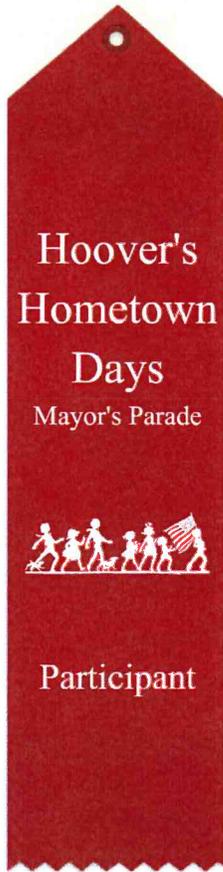
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned purchase with Ribbons Galore is hereby approved.

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk



Would you like more options? Modify this design in our design studio!
 *Custom ribbons will increase costs

CUSTOMIZE RIBBON

- 1
Select Ribbon
- 2
View Details
- 3
Select Template
- 4
Customize & Order

Personalize Your Ribbons

Please Select Your Colors & Quantities Print Color: — ▼

Preview	Quantity	Award Title	Color
	<input style="width: 50px;" type="text" value="100"/>	Participant	— ▼

Award title/color charge of \$3.00 (per change) is waived when you order more than 100 identical ribbons.

Quantity 100 @	\$0.54	
Options	\$3.00 ?	
Sub-total	\$57.00	

Go Back

Save Design
Add to Cart

**It is impossible for us to accurately show true ribbon colors online due to the limitations of computer reproduced graphics and the variance found by monitors and printers. The colors viewed on your screen or print-out will vary from the product you receive. If color is critical please contact us for color swatches. Rainbow ribbon and print color patterns are random and may vary from one ribbon to the next.*

RESOLUTION NO. 1329

RESOLUTION APPROVING A PURCHASE WITH ZEPHYR COPIES & DESIGN FOR SIGNAGE AND T-SHIRTS IN THE AMOUNT OF \$1,643.20 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year for signage and t-shirts; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for the purchase of signage and t-shirts; and

WHEREAS, Zephyr Copies & Design has provided a quote to provide signage and t-shirts in the amount of \$1,643.20; and

WHEREAS, it is now necessary to approve said purchase.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned purchase with Zephyr Copies & Design is hereby approved.

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk



Zephyr Printing Quote – 351-3500

- 1) City of West Branch 4'x4' banner
\$125.00.**
- 2) Information First Aid 2'x4' banner
\$65.00.**
- 3) Registration Here 2'x4' banner
\$65.00.**
- 4) Parade Line-Up 2-Sided Yard Sign (1)
18"x24" \$35.00.**
- 5) Hoover's Hometown Days 2'x27'
mesh banner \$650.00**
- 6) Hoover Hometown Sponsors 4'x8'
Alumalight Sign \$553.20**
- 7) Event t-shirts one color front one
color back. Basic short sleeve \$9.86,
ladies t-shirts \$11.86, fashion shirt
\$14.25. (not to exceed \$150)**
- 8) If design needed - \$225.**
- 9) Mayor sign 11x17 laminated - free**

RESOLUTION NO. 1330

RESOLUTION APPROVING AN AGREEMENT WITH THE CITY OF CORALVILLE FOR STAGE RENTAL IN THE AMOUNT OF \$475.00 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year for entertainment on the Hoover Stage in the Herbert Hoover National Historic Site; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for the rental of a stage; and

WHEREAS, the City of Coralville has provided an agreement to provide a stage in the amount of \$475.00; 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 agreement with the City of Coralville is hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk

COMMUNITY SHOWCASE RENTAL
 Coralville Parks and Recreation Department
 1506 8th Street, Coralville, Iowa 52241
 Phone (319) 248-1750; Fax (319) 248-1899
 sprochaska@ci.coralville.ia.us



Date May 28, 2015

Individual or Organization Hoover Library Association Group Representative Melissa Russell

Address PO Box 218 West Branch, IA 52358

643-4212 Day 930-0393 Cell Saturday, August 8, 2015
 Day Phone / Evening Phone Date Requested

For the purpose of Music Concert Event start and end time (# of people performing) Set up by 11:00 a.m. Friday, August 7, 2015.

Contact person at the site Melissa Russell

Showcase delivered on Friday August 7th by 11:00am. Showcase removed Monday, August 10th by 9:00 a.m. or before.

Yes Power available (110 volt outlets, distance)

Large Staging needed (size and layout)

No Public address system (complete with microphone and stands)

Special Needs: Showcase will be set up in the Library parking lot.

Should the showcase need to be pulled or towed out of an area due to the placement on a non-hard surface and become stuck, the costs will be assessed to the person/s renting the showcase.

I accept responsibility for care of the showcase and its accessories and agree to pay for any damages or loss. I agree to assume responsibility for the rental organization and performance group's adherence to regulations and policy set forth.

Signature	Address	Phone
Base Fee <u>\$475</u>		Deposit Due <u>N/A</u> <i>(1/3 of Base Fee due with contract)</i>
Hourly Fee <u>\$75 (3 hours of set up/tear down included in base fee) Additional hour estimate: 2 hours (\$150)</u>		<u>Balance Due – will be billed after the event</u>
Mileage <u>N/A</u>		Date Paid _____
Total Estimate <u>\$475</u>		

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.

RESOLUTION 1340

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
FOR 4TH STREET IMPROVEMENTS WITH VEENSTRA & KIMM, INC. IN
AN AMOUNT NOT TO EXCEED \$65,000.

WHEREAS, the City of West Branch desires to reconstruct 4th Street from approximately 400 feet south of Northridge Drive to Regan Boulevard, 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 Sixty-Five Thousand Dollars (\$65,000); and

WHEREAS, Veenstra & Kimm, Inc. has prepared an agreement to perform the aforementioned services which 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 engineering services agreement be and the same is hereby approved. Further, the Mayor Pro Tem and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk

ENGINEERING SERVICES AGREEMENT

4th STREET IMPROVEMENTS WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, 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 reconstruct 4th Street from approximately 400 feet south of Northridge Drive to Regan Boulevard, 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 Sixty-Five Thousand Dollars (\$65,000).

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 Sixty-Five Thousand Dollars (\$65,000) 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 Sixty-Five Thousand Dollars (\$65,000). 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

Mark Worrell, Mayor

ATTEST:

ATTEST:

An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT

4th 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 properties along route.
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 300 hours of review services plus reimbursable expenses)

ENGINEERING SERVICES AGREEMENT

4th 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 June 30, 2015
2. Draft plans and specifications for City review shall be delivered by October 1, 2015.
3. Final construction plans and specifications shall be delivered by November 15, 2015.
4. Estimated bid date for project is January 15, 2016.
5. Construction of improvements shall be completed by August 30, 2016.

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

4th 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 Thirty-Five Thousand Five Hundred Dollars (\$35,500);
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 Six Thousand Five Hundred Dollars (\$6,500);
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 Nineteen Thousand Five Hundred Dollars (\$19,500) based on providing 300 hours of construction review services at \$65/hour;
4. For **EASEMENTS**, a preparation fee of \$500 per easement for 7 easements for an estimated total easement preparation fee of Three Thousand Five Hundred Dollars (\$3,500);

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

4th 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."

RESOLUTION 1341

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
FOR MAIN STREET INTERSECTION IMPROVEMENTS WITH VEENSTRA
& KIMM, INC. IN AN AMOUNT NOT TO EXCEED \$35,000.

WHEREAS, the City of West Branch desires to construct improvements on Main Street at the intersection with North Oliphant Street and Foster 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 Thirty-Five Thousand Dollars (\$35,000); and

WHEREAS, Veenstra & Kimm, Inc. has prepared an agreement to perform the aforementioned services which 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 engineering services agreement be and the same is hereby approved. Further, the Mayor Pro Tem and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk

ENGINEERING SERVICES AGREEMENT

MAIN STREET INTERSECTION IMPROVEMENTS WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, 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 Main Street at the intersection with North Oliphant Street and Foster 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 Thirty-Five Thousand Dollars (\$35,000).

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 Thirty-Five Thousand Dollars (\$35,000) 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 Thirty-Five Thousand Dollars (\$35,000). 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

Mark Worrell, Mayor

ATTEST:

ATTEST:

An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT

MAIN STREET INTERSECTION 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 intersection 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

**MAIN STREET INTERSECTION 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 June 30, 2015
2. Draft plans and specifications for City review shall be delivered by October 1, 2015.
3. Final construction plans and specifications shall be delivered by November 15, 2015.
4. Estimated bid date for project is January 15, 2016.
5. Construction of improvements shall be completed by August 30, 2016.

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 INTERSECTION 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 Eighteen Thousand Five Hundred Dollars (\$18,500);
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 Five Hundred Dollars (\$4,500);
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;
4. For **EASEMENTS**, a preparation fee of \$500 per easement for 4 easements for an estimated total easement preparation fee of Two Thousand Dollars (\$2,000);

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 INTERSECTION 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."

RESOLUTION 1342

RESOLUTION APPROVING A WATER TOWER AND CLEAR WELL CLEANING AND INSPECTION AGREEMENT WITH MIDCO DIVING & MARINE SERVICES, INC. IN THE AMOUNT OF \$2,875.

WHEREAS, the City of West Branch desires to have Water Tower #2 inspected and cleaned; and

WHEREAS, Midco Diving & Marine Services, Inc. is qualified and capable of supplying said services for a total fee of \$2,875; and

WHEREAS, Midco Diving & Marine Services, Inc. has prepared an agreement to perform the aforementioned services which has been reviewed by the city attorney; and

WHEREAS, the agreement would include an inspection with a live video recording in DVD format, which will document the findings in the tank; and

WHEREAS, the agreement would also include the removal of up to 3” of accumulated material from the storage tank floor using underwater vacuum procedures; and

WHEREAS, the agreement would also include the provision of one written report of cleaning and inspection activities 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 water tower and clear well cleaning and inspection agreement be and the same is hereby approved. Further, the Mayor Pro Tem and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 1st day of June, 2015.

Colton Miller, Mayor Pro Tem

ATTEST:

Matt Muckler, City Administrator/Clerk



City of West Branch
Attn: Matt Goodale
PO Box 218
West Branch, IA 52358

March 25, 2015

RE: 2015 Tank Maintenance Project

Midco Diving & Marine Services, Inc. is pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for "**Commercial Diving Operations**" including General Liability and Workman's Compensation. **Verifiable Certificates of Insurance** are available upon request. Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T - Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms are complying with this mandate and continue to use two person dive crews or unqualified personnel; please be aware of this when evaluating our proposal. Further, prior to commencing work, and if requested, we will provide your firm with copies of personnel and equipment certifications which meet or exceed those mandated by OSHA, specifically;

Diver training – from accredited commercial dive school (each dive team member)

Association of Diving Contractors International (ADC) Commercial Diver Certification Cards indicating each dive team member's qualifications and competency level as defined in the ADC Consensus Standards

Current First Aid/CPR training (each dive team member)

Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)

Air purity test for breathing air source(s) – tested every 6 months

Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure

Depth gauges – calibrated every 6 months

TANK DESCRIPTIONS

300 KG	30 KG	10 KG
Steel Welded Elevated 130' High, 30' Deep	Concrete Clearwell 11.6' D x 15.6' W x 31.6' L	Sump Tank Concrete 12' D x 10' Square

800-479-1558 (P)

800-238-0217 (F)

www.midcodiving.com

info@midcodiving.com

Home Office P.O. Box 513 Rapid City, South Dakota 57709 605-791-3030

Regional Office P.O. Box 7396 Loveland, Colorado 80537 970-532-2128

Professional Services Agreement

This Agreement is made and entered into this 18th day of May, 2015, by and between The City of West Branch, Iowa - 110 North Poplar Street, West Branch, IA 52358 ("West Branch") and ("Client") and HBK Engineering, LLC., 509 South Gilbert St., Iowa City, IA 52240 ("Engineer")

Recitals

Client proposes to engage Engineer:

- [1] to perform engineering and planning consulting services
- [2] in connection with a study to evaluate and analyze applicability of stormwater quality practices throughout the City of West Branch (together hereinafter referred to as the "Project")
- [3] for The City of West Branch, Iowa ("Owner");

Engineer shall perform the services as requested by the Client and as agreed hereunder.

Agreement

Now Therefore: in consideration of the mutual promises and covenants set forth below, the sufficiency of which are hereby acknowledged, Client and Engineer, agree to the following.

1. Recitals.

Recitals are incorporated into this Agreement as a material part hereof.

2. Entire Agreement.

This signature page, together with *Part I – Scope of Services, Part II – Project Description/Project Limits/Payment for Services, Exhibit A and Part III – Terms and Condition* (each attached hereto), comprise the entire agreement between Client and Engineer relating to the Project.

In witness whereof the parties hereto have made and executed this Agreement:

Client: The City of West Branch, Iowa

Engineer: HBK Engineering, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART I: Scope of Services (in relation to Stormwater Quality Practice Study)

1. Stakeholder Meetings, Research, Site Visits

- Meet with City staff, council, and involved stakeholders to discuss project, process, and existing information.
- Obtain all pertinent information including but not limited to: City CIP, soil hydrological groups, floodplain maps, and topographic conditions.
- Obtain and investigate information related to future private developments.
- Visit sites included on the CIP list to gather additional field data and information.

2. Evaluation and Analysis

- Create GIS map of the City of West Branch and define CIP locations and future private developments.
- Propagate GIS map with information related to soils, topography, and floodplain.
- Create list of applicable stormwater quality practices that could apply to various locations.
- Define Top 10 list of CIP locations and the practices which would best fit each of these locations.
- Outline range of costs, rank of effectiveness, and pro/con list for various practices.
- Create proposed stream buffer code and regulation.

3. Deliverables

- Compile all information including narrative and maps into one concise and all-inclusive Final Report for City Staff and Council.
- Provide hard copy and digital (if requested) GIS maps depicting stormwater practices in relation to CIP projects, City parks, and future development.

End Part I

Part II: Project Description/Project Limits/Payment for Services

Project Description

Study and analysis of applicable stormwater quality practices within the City of West Branch based on existing conditions, future construction, and design parameters.

Project Limits

The project area comprises the city limits of the town of West Branch, IA

Payment for Services

The Engineer will perform the services, enumerated in **Part 1 – Scope of Services** as listed below and at the Standard Hourly Rates (also listed below). Total for project is based on an **hourly not-to-exceed amount of Nine Thousand Six Hundred Five Dollars and no cents (\$9,605.00)**.

Stakeholder Meetings, Research, Site Visits

\$2,130.00

Evaluation and Analysis

\$4,175.00

Final Report

\$3,300.00

Progress billings will be made monthly based upon the actual hours expended and the reimbursable direct costs. Client agrees to each billing within 60 days of receipt. If Engineer does not receive any payment within 60 days of the invoice date, Engineer may, at Engineer's sole option, cease all Project work until Engineer receives payment in full for all unpaid balances due.

In the event Client or Owner requests Engineer perform additional services not included in the Scope of Services, unless otherwise agreed in writing, by and between Engineer and Client, such services shall be performed at the Standard Hourly Rates with authorization limits to be set at the time such services are requested.

Standard Hourly Rates -- Effective January 1st, 2015

Principal – \$140.00

Senior Licensed Professional Engineer, P.E. – \$125.00

Senior Project Manager – \$125.00

Licensed Professional Engineer, P.E. – \$110.00

Project Manager – \$110.00

Associate II (E.I.T.) – \$100.00

Associate I (E.I.T.) - \$95.00

Project Designer II - \$95.00

Field Administrator – \$90.00

Project Designer I- \$80.00

Project Designer 0 - \$70.00

Field Technician - \$65.00

Administrative – \$60.00

End Part II

Part III: General Terms and Conditions

A. PARTIES AND DEFINITIONS: "Agreement" as used here shall mean, as applicable, the attached Professional Services Agreement (PSA) or Master Services Agreement (MSA) or General Purchase Agreement (GPA) together with, if any, associated Task Authorizations (TA), Exhibits, attachments and addenda. "Prime Agreement" as used here shall mean any senior agreement to which this Agreement may be subordinate. For purposes of this Part III, General Terms and Conditions, HBK Engineering, LLC shall be called "Engineer" and "Client" shall be the party or parties hiring Engineer hereunder to perform the engineering consulting services (the "Work") described in the Agreement (Engineer or Client, "party" and together "parties"). Section headings used in this Agreement are descriptive only and used for the convenience of the parties, in identification of the several provisions and shall not constitute a part the Agreement nor be considered interpretative thereof.

B. INSURANCE: Engineer is protected by Workers' Compensation insurance, Commercial General Liability insurance, Automobile Liability insurance and Professional Liability insurance coverage, and will furnish certificates of insurance upon Client's request. Where requested and where able, the policies shall name Client and Owner additional insured. If Client requires higher, project-specific limits or special insurance coverage beyond Engineer's standard coverage, Client agrees to pay an additional fee based on any additional premium cost.

C. PERMITS: Where and as specific permitting ("Permits") is included as part of the Work, or otherwise provided for by terms of this Agreement, Engineer shall assist in obtaining such Permits and/or will furnish to Client required documents and design data reasonably necessary for such Permitting. Engineer will furnish to Client such documents and design data as may be reasonably required and where applicable shall assist in obtaining permits. Client will furnish all design input required by Engineer for completion of Engineer's Work and to obtain other approvals, permits and/or consents (together, "Permissions") as may be necessary for completion of Engineer's Work on Client's subject project. In any case, **Engineer shall not be responsible for the favorable or timely receipt of Permits or Permissions where delay may be due to reasons beyond Engineer's authority or commercially reasonable control.** It is mutually understood: (i) that Client will pay the cost of all Permits and Permissions, including, without limitation, review fees, bonding, insurance premiums, title company charges, blueprints and reproductions, if any, associated with the Work, and (ii) that such fees are *not included* in Engineer's fees for professional services unless (iii) such fees, in writing, are specifically enumerated and Engineer's payment is specifically provided for by the terms of this Agreement.

D. STANDARD OF CARE Engineer's services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances. Upon written notice to the Engineer, within one (1) year following such time the services were rendered, and by mutual agreement between the parties, Engineer will correct those services within the original scope of services not meeting such a standard, without additional compensation. No warranty, express or implied, is included or intended by this Agreement.

E. INFORMATION PROVIDED BY OTHERS: Client shall assist Engineer by placing at his disposal all documents, drawings, reports or other existing information available to Client and Client's consultants and subcontractors that will assist Engineer in the performance of the basic services being provided by Engineer, and Engineer shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Engineer to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by Client or obtained from others, upon which Engineer shall rely while providing the scope of services contained in this Agreement. ELECTRONIC MEDIA: Engineer agrees, upon request, to provide materials to Client stored electronically. At Engineer's option, unless specifically agreed to the contrary, such materials will be provided in PDF format. Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to alteration, either intentional or otherwise, due to, for example, transmission, conversion, media degradation, software error or human alteration. Accordingly, Documents provided to Client in electronic media are provided for general reference only. Engineer makes no warranties, either express or implied, regarding the fitness or

suitability of electronic media. Client agrees electronic media shall not be used, in whole or in part, for any project other than that for which they were created, without the express written consent of Engineer and suitable compensation. Accordingly, Client agrees to waive any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of electronic media. Documents that may be relied upon by Client as definitive are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer.

F. OWNERSHIP OF DATA AND DOCUMENTS: Client acknowledges all documents including drawings, specifications, estimates, field notes, and other data and all processes including scientific, technological, software, and other concepts, whether or not patentable, created, prepared or furnished under this Agreement by Engineer or by Engineer's independent contractors and consultants pursuant to this Agreement, are instruments of service in respect of the project and shall remain the property of Engineer whether or not the project is completed. In the event *project plans or specifications prepared under this Agreement shall become the property of Client, completion of the Work and payment in full of all money due to Engineer shall be conditions precedent to such transfer.* In any event, Client shall not reuse or modify Project Plans or Specifications without the prior written authorization of Engineer. *Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the Owner or Client or any person or entity that acquires or obtains the plans and specifications from or through Client without the written authorization of Engineer.*

G. INDEMNIFICATION: Engineer agrees, to the fullest extent permitted by law, and subject to liability limiting provisions elsewhere in this Agreement, to indemnify, but not defend, and hold client harmless from any damage, liability or cost (including reasonable attorney's fees) to the extent caused solely by Engineer's grossly negligent errors or omissions in the performance of professional services under this Agreement. Provided, Engineer shall not be obligated to indemnify Client, in any manner whatsoever, for Client's own negligence.

H. JOBSITE SAFETY: Engineer will not be responsible, nor assume any liability, for any acts or errors or omissions of Contractor or any of Contractor's sub-contractors, agents or employees or any other persons (except Engineer's own employees) at the Work site or otherwise performing Contractor's work. If Engineer's scope of work includes the performance of services during the construction phase of a project, it is understood that the purpose of such services, including visits to the site, is to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as a design professional. Neither the professional activities of Engineer, nor the presence of Engineer or its employees at the construction site, shall relieve Contractor of its obligations, duties and responsibilities included in, or necessary to complete, the Work. ***In no event shall Engineer be responsible, in any way whatsoever, for construction means, methods, sequence, techniques or procedures necessary for performing, superintending or managing, in any way, construction aspects of the Work.*** Engineer and its personnel shall have no authority to exercise any control over Contractor's construction, or that of Contractor's subcontractors or other entities or their employees (such individuals and entities, together, "Construction Personnel") in connection with Contractor's Work or any related health or safety programs or procedures. The Contractor agrees that Construction Personnel shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in Contractor's agreements with Construction Personnel. Contractor also agrees that Contractor, Engineer and Engineer's sub-consultants, if any, shall be indemnified by Construction Personnel and named additional insured under their policies of general liability insurance.

I. ADDITIONAL/EXCLUDED SERVICES: This Agreement is a non-exclusive contract. Engineer may refuse additional work from Client and accept work from others. Client agrees to pay Engineer as compensation for all authorized extra or additional services not specifically covered in the Agreement's scope of services. Services resulting from significant changes in general scope of the underlying project or its design, including but not limited to, changes in size, complexity, assumptions, Client's schedule, or character of construction; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond Engineer's control, shall be considered permitted, additional work. EXCLUDED SERVICES The following services, unless specifically included, are here specifically *excluded* from the Work: land title, ownership and/or tract and lien searches; structural calculations; services involved in the design of improvements lying outside of the Project Limits. Engineer shall perform excluded services only upon written request and agreement. Absent written agreement to the contrary, such additional or excluded services shall be performed on a time and material

basis, at Engineer's then current Standard Hourly Rates with expenses passed through to Client at actual cost plus ten percent (10%). **Hazardous Materials** - Nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the presence or absence of oil, asbestos, radioactive materials or any other hazardous material and/or environmental contaminants which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of such materials.

J. TERMINATION: Client may, at any time, suspend further work by Engineer, or Client or Engineer may, with or without cause, terminate the Agreement at any time upon ten (10) working day's written notice to the other party. Client agrees to compensate Engineer for all services performed prior to the effective date of suspension or termination, together with reimbursable expenses including, if any, sub-contractors, sub-consultants and vendors. No deductions shall be made from Engineer's compensation on account of sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party. Engineer shall forward specifications, drawings and documents relating to the services provided in this Agreement to Client. If Engineer for any reason does not complete all of the services contemplated by this Agreement, Engineer cannot be responsible for the accuracy, completeness or workability of project documents prepared by Engineer if used, changed or completed by the Owner, Client or by another party. *Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by Engineer.*

K. LIMITATION OF LIABILITY: To the maximum extent permitted by law, Client agrees to limit Engineer's liability for Engineer's acts, errors or omissions under this Agreement such that the total aggregate liability of Engineer hereunder shall not exceed the greater of Fifty Thousand Dollars (\$50,000.00) or Five (5) times Engineer's fee, not to exceed One Hundred Thousand Dollars (\$100,000.00) in total. Further, it is agreed and understood that this limitation of liability is the sole and exclusive remedy available to Client for any damages and/or losses arising from Engineer's services. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

MISCELLANEOUS PROVISIONS

1. FORCE MAJEURE: Any delays in or failure of performance by Engineer shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Engineer, including but not limited to: Acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion or sabotage or damage resulting there from; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; or any other causes, whether similar or dissimilar, which are beyond the reasonable control of Engineer. **2. INTERPRETATION:** The parties acknowledge and agree the terms and conditions of this Agreement, including but not limited to those relating to allocation of, releases from, exclusions against and limitation of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statement made by any other party or its counsel. No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision. In the event that any portion or all of this agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to amend the commercial and other terms of the Agreement in order to effect the intent of the parties as set forth in this Agreement. The parties agree to look solely to each other with respect to performance of this Agreement. The provisions of this agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitation of or released from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration. **3. ENTIRE AGREEMENT:** This Agreement, and without limitation, any Exhibits, addenda, applicable Task Authorizations, Purchase Orders, Requisitions and other such similar "Work Requests", constitute the entire Agreement between Client and Engineer, superceding all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Work

hereunder. In the event of conflict and/or ambiguity between any provision of this Agreement and, without limitation, that contained in any Work Request, proposal, contract, requisition, notice to proceed, or any other Project document, this Agreement, and within this Agreement this Part III - Terms and Conditions, shall take precedence and prevail in enforcement and or clarification. No other representations of any kind, oral or otherwise, have been made. Client and Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other part, in respect to all covenants of this Agreement; except as above, neither Client nor Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any owner, officer or agent of Engineer, Client or any public body that may be a part hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client or Engineer. 4. DISPUTE RESOLUTION: All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall be submitted to arbitration pursuant to the Rules for Commercial Arbitration of the American Arbitration Association. Judgment on any interim or final award rendered by the arbitrator may be entered and enforced in any court of Illinois or the United States District Court for the Northern District of Illinois. The city and state of such arbitration shall be in Chicago, Illinois. Any legal action by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of Engineer's services hereunder. 5. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the state of Illinois. Client hereby irrevocably consents and submits to the jurisdiction of any State Court of Illinois, or the United States District Court for the Northern District of Illinois and waives any and all objections that it may have to Cook County venue or the issuance of service of process in any such proceedings. 6. ATTORNEY FEES, COSTS AND EXPENSE: In the event either or both Engineer and/or Client, Owner or any other party adverse to Engineer shall institute any action or proceeding against the other relating to the enforcement of this Agreement, any provision hereof, or any default hereunder, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses. 7. SEVERABILITY: Every paragraph, part, term or provision of this Agreement is severable from another. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect. The parties further agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. 8. SURVIVAL: These terms and conditions, including, without limitation, any expressed limitation of or release from liability, shall survive the completion of Work or termination of this Agreement and shall remain in full force and effect. 9. ASSIGNMENT: Client may not assign rights, duties and liabilities under this Agreement without prior written consent of Engineer. 10. SOLICITATION OF EMPLOYMENT: Neither party shall, during the term of this Agreement or for a period of one hundred eighty (180) days thereafter, directly or indirectly for itself or on behalf of, or in conjunction with, any other person, partnership, corporation, business or organization, solicit, hire, contract with or engage the employment of an employee or any other with whom that party or its personnel have had contact during the course of providing the Services under this Agreement, unless that party has obtained the written consent of the other to such hiring and that party pays to the other a fee to be mutually agreed upon.

END PART III-GENERAL TERMS AND CONDITIONS
THUS13149250

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